



**REGULAR CITY COUNCIL MEETING
AGENDA**

**RIVIERA BEACH, FL 33404
February 1, 2017
6:00 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

TERENCE "TD" DAVIS - DISTRICT 5

CHAIR PRO-TEM

KASHAMBA L. MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

LYNNE L. HUBBARD - DISTRICT 1

TONYA DAVIS JOHNSON - DISTRICT 3

DAWN S. PARDO - DISTRICT 4

ADMINISTRATION

DANNY D. JONES, INTERIM CITY MANAGER

CLAUDENE L. ANTHONY, CMC, CITY CLERK

ANDREW DeGRAFFENREIDT, III, 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; PLEASE FILL OUT A PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD AND SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval:

Additions, Deletions, Substitutions

Disclosures by Council

Adoption of Agenda

Comments From the Public on Consent Agenda (Three Minute Limitation)

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 JANUARY 4, 2017.**

RESOLUTIONS

- 2. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 851-17 TO ONE CALL PROPERTY SERVICES, INC. OF WEST PALM BEACH, FLORIDA FOR THE RELOCATION OF DECORATIVE STREETLIGHTS ALONG NORTH OCEAN IN AN AMOUNT NOT TO EXCEED \$136,877.24; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS IN THE AMOUNT OF \$150,565 FROM THE SIDEWALK IMPROVEMENT ACCOUNT TO ACCOUNT NUMBER 301-1123-541-0-6301; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 301-1123-541-0-6301; AND PROVIDING AN EFFECTIVE DATE.**

END OF CONSENT AGENDA

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

COMMENTS FROM THE PUBLIC - 7:30 PM Non-Agenda Item Speakers (Three Minute Limitation)

Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach. Please be reminded that the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which has 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 or attendee removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

Public Comments shall begin at 7:30 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition; if an item is being considered at 7:30 PM, then comments from the public shall begin immediately after the item has been concluded.

REGULAR - OLD BUSINESS

REGULAR

3. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE LEASE TERMS WITH GSH HOLLY, LLC. FOR APPROXIMATELY 22,721 RENTABLE SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A THREE (3) YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.

ITEMS TABLED

DISCUSSION AND DELIBERATION

4. DISCUSSION ON CHARTER REVIEW BY THE CITY CLERK.

DISCUSSION BY CITY MANAGER

DISCUSSION BY CITY ATTORNEY

CITY COUNCIL COMMITTEE REPORTS

STATEMENTS BY THE MAYOR AND CITY COUNCIL

ADJOURNMENT

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 2/1/2017

Agenda Category: CONSENT

Subject: MINUTES OF THE CITY COUNCIL MEETING HELD JANUARY 4, 2017

**Recommendation/Motion: APPROVE THE MINUTES OF THE CITY COUNCIL MEETING
HELD JANUARY 4, 2017**

| | | |
|-------------------------|--------------------------|------------------------------|
| 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:

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

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:

| File Name | Description | Upload Date | Type |
|--------------|--|-------------|---------|
| 04JAN17.docx | MINUTES OF THE CITY COUNCIL MEETING HELD JANUARY 4, 2017 | 1/26/2017 | Minutes |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|-----------------|----------|---------------------|
| City Clerk | Burgess, Jackie | Approved | 1/26/2017 - 2:27 PM |

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
MUNICIPAL COMPLEX COUNCIL CHAMBERS
WEDNESDAY, JANUARY 4, 2017 AT 6:00 P.M.**

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

[Before meeting chatter]

[Gavel]

CALL TO ORDER

CHAIRPERSON DAVIS: Good evening to everyone. We wanna welcome ya'll to the wonderful City of Riviera Beach and Happy New Year as we get prepared for the first meeting of 2017.

ROLL CALL

INVOCATION

CHAIRPERSON DAVIS: Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Mayor Thomas Masters?

MAYOR MASTERS: Happy New Year. Present.

CITY CLERK ANTHONY: Chairperson Terence Davis?

CHAIRPERSON DAVIS: Here.

CITY CLERK ANTHONY: Chair Pro Tem KaShamba Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Present.

CITY CLERK ANTHONY: Councilperson Lynne Hubbard?

COUNCILPERSON HUBBARD: Present.

CITY CLERK ANTHONY: Councilperson Tonya Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Here.

CITY CLERK ANTHONY: Councilperson Dawn Pardo?

COUNCILPERSON PARDO: Present.

CITY CLERK ANTHONY: Interim City Manager Danny Jones?

INTERIM CITY MANAGER JONES: Here.

CITY CLERK ANTHONY: City Clerk Claudene Anthony is present. City Attorney Andrew Degraffenreidt? [Pause].

[Inaudible dais comment].

CHAIRPERSON DAVIS: That's it?

CITY CLERK ANTHONY: That's it.

CHAIRPERSON DAVIS: Okay. Thank you.

PLEDGE OF ALLEGIANCE

CHAIRPERSON DAVIS: At this time, we're gonna stand as we have a moment of silence. The Pledge will be led by Mayor Masters.

[Moment of silence]

MAYOR MASTERS: Shall we pledge? I...

ALL:.....pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.

CHAIRPERSON DAVIS: Thank you.

ADDITIONS, DELETIONS, SUBSTITUTIONS

CHAIRPERSON DAVIS: At this time, Mr. Jones, do we have any additions or deletions or su'... Let the record reflect that Attorney Degraffenreidt is here.

CITY ATTORNEY DEGRAFFENREIDT: Good evening.

INTERIM CITY MANAGER JONES: No, sir.

CHAIRPERSON DAVIS: Okay. Alright.

DISCLOSURES BY COUNCIL

CHAIRPERSON DAVIS: Any disclosures by the Council? [Pause]. Here, none.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Oh, yes.

CHAIR PRO TEM MILLER-ANDERSON: I did meet with, I think it's Item...

CHAIRPERSON DAVIS: 8?

CHAIR PRO TEM MILLER-ANDERSON: Yes. The representative from that development.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: I also spoke to the representatives and counsel for 13th Floor.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON HUBBARD: So did I, Mr. Chair.

CHAIRPERSON DAVIS: Alright.

ADOPTION OF THE AGENDA

CHAIRPERSON DAVIS: Can I have motion to adopt the Agenda?

COUNCILPERSON DAVIS JOHNSON: So moved.

CHAIR PRO TEM MILLER-ANDERSON: Second.

CHAIRPERSON DAVIS: Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you.

CONSENT AGENDA

CHAIRPERSON DAVIS: Next, we're gonna go down to Consent. And before we ask for a motion to approve Consent, are there any Item that would like to be removed by anyone from the Council? [Pause]. Can I have a motion to approve Consent?

COUNCILPERSON PARDO: So moved.

COUNCILPERSON DAVIS JOHNSON: Second.

CHAIRPERSON DAVIS: Properly moved and second. Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Councilperson Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes. Thank you.

END OF CONSENT AGENDA

CHAIRPERSON DAVIS: That's the end of Consent Agenda.

PETITIONS AND COMMUNICATIONS FOR FILING

CHAIRPERSON DAVIS: Petitions and communications for filing?

CITY CLERK ANTHONY: None.

AWARDS AND PRESENTATIONS

CHAIRPERSON DAVIS: Awards and presentations?

CITY CLERK ANTHONY: None.

PUBLIC HEARINGS

CHAIRPERSON DAVIS: Public hearings?

CITY CLERK ANTHONY: None.

ORDINANCE ON SECOND READING

CHAIRPERSON DAVIS: Ordinance on second reading.

7. ITEM NO. 7

CHAIRPERSON DAVIS: Item No. 7.

INTERIM CITY MANAGER JONES: He's up. Is he up now?

CITY CLERK ANTHONY: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENACTING A MORATORIUM FOR A PERIOD UP TO SIX MONTHS AT THE FILING AND/OR RECEIVING OF ANY APPLICATION FOR SITE PLANS ALONG THE BROADWAY CORRIDOR FROM SILVER BEACH ROAD TO THE MUNICIPAL LIMITS AND ALONG THE BLUE HERON BOULEVARD CORRIDOR, FROM SINGER ISLAND TO THE MUNICIPAL LIMITS PROVIDING FOR THE BOUNDARIES SUBJECT TO THE MORATORIUM AND PROVIDING AN EFFECTIVE DATE.

COUNCILPERSON DAVIS JOHNSON: So moved.

CHAIRPERSON DAVIS: Do we have a second?

CHAIR PRO TEM MILLER-ANDERSON: Second.

CHAIRPERSON DAVIS: Properly moved and second. Staff?

INTERIM CITY MANAGER JONES: As you..., as you may recall at our last meeting, the moratorium was placed on the Agenda and approved during that meeting. This is just a second reading of that moratorium.

CHAIRPERSON DAVIS: Any questions from anyone from the Board? [Pause]. We'll go to public comment. We have Ms. Bonnie Larson.

MS. B. LARSON: Bonnie Larson. Just to confirm, you are gonna be speaking about this Item No. 7 at the..., at your retreat, correct?

COUNCILPERSON PARDO: Correct.

MS. B. LARSON: Yes? No?

[Inaudible dais comments]

COUNCILPERSON PARDO: Yes.

MS. B. LARSON: Yes? Okay. Yes. Alright. Um, because we had a charrette and people kinda knew what they wanted, the public knew what they wanted and somehow, through two employees in particular that are no longer employed by Riviera Beach, we got way off skew of what the City residents said they wanted to happen along Broadway. So, I'm glad you'll be talking about it and I hope we'll be able to make comments at that time as you talk about the various aspects of it. But it's our only chance for a downtown. So, how it got switched around, previous employees and, and hopefully we can get it straightened out then at the retreat.

Thank you.

CHAIRPERSON DAVIS: Thank you, Ms. Larson. That's the end of public comment. Any more questions from anyone from the Board? [Pause]. Here, none. Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you.

8. ITEM NO. 8

CHAIRPERSON DAVIS: Now, we'll move on to Item No. 8.

CITY CLERK ANTHONY: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED ZONING, ARTICLE V ENTITLED DISTRICT REGULATIONS, DIVISIONS 23 ENTITLED PLANNED UNIT DEVELOPMENT DISTRICT, SECTION 31-494 ENTITLED PROPERTY DEVELOPMENT STANDARDS FOR THE RPUD, RESIDENTIAL PLANNED UNIT DEVELOPMENT IN ORDER TO PROVIDE FOR UPDATED RESIDENTIAL DEVELOPMENT STANDARDS, TO PROMOTE CREATIVE DESIGN AND LAND USE, PROVIDING FOR CONFLICTS, SEVERABILITY AND CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

CHAIRPERSON DAVIS: Do we have a motion?

UNK: So moved.

COUNCILPERSON DAVIS JOHNSON: Second.

CHAIRPERSON DAVIS: Properly moved and second. Mr. Gagnon.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: Good evening, Mayor and Council. Jeff Gagnon, Assistant Director of Community Development. Tonight, before you, you have an Ordinance on first reading. It pertains to the RPUD Land Development Code. As you know, there's multiple sections of our Code that haven't been revisited in many years. This is one of those sections. It was approved approximately 30 years ago, and only minor revisions have occurred since that time. As you know, especially following the recession period, the desirable housing stock and what people are looking for nowadays has changed. People wanna have smaller units that they can afford where they're not as extended in case there is another recession or a similar type of event.

So, following that development trend, Staff thought it would be prudent to look at these regulations to see if there's any adjustments that could be made in order to foster additional development design strategies that would provide developers with more flexibility as far as the type of units they could provide. I do wanna make a point and say that the density is not being impacted by this amendment. So, the total number of units wouldn't be able to be increased but the style and manner that they're developed would be amended with, with this Ordinance.

So, I wanted to point out, this is the City's zoning map. And I also wanna mention that the Mediterranean development, 13th Floor specifically, the development team for the Mediterranean project, which is located here off Military Trail, they had initiated a site plan application with the City and, through conversations with that development team, they've also initiated this amendment process. Staff feels that it's consistent and prudent to move forward with this process as well. However, these regulations would apply to any RPUD area within the City. However, the Mediterranean development is the last undeveloped parcel that the City currently has. Back in approximately 2004, 2005, development did commence onsite. However, due to the recession, development stopped so now we have an unfinished product. And what this amendment will do, will allow the 13th Floor development team to move forward with their site plan application which would follow the adoption of this amendment.

If the City Council would like, I could touch upon some of the highlights within the Ordinance but I'll yield to Council at this time.

CHAIRPERSON DAVIS: Thank you. Does anyone have any questions for, for Staff?

COUNCILPERSON PARDO: Yes. Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Pardo.

COUNCILPERSON PARDO: Okay. So Jeff, can you go on with that? And then also, I would like to know what happened at Planning & Zoning. If you could, you know...

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: Sure.

COUNCILPERSON PARDO: ...briefly summarize...

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: Yes.

COUNCILPERSON PARDO: ...what happened there.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: The meeting minutes for the Planning & Zoning Board meeting were provided in Council's packet. However, there was a very lively discussion that occurred. The decision to move forward was a split decision at the Planning & Zoning Board meeting but the discussion seemed to be more of what the final details or amendment should be to move forward. It didn't seem as if the Board was unwilling to move forward in its entirety, it just seemed to be that a few Members wanted additional time to work through the regulations. However, it was approved during the Planning & Zoning Board meeting, I believe that was December 8th of 2016. So that was a, a summary of the Planning & Zoning Board in a nutshell. Again, during that meeting, we went through the entire Ordinance and touched upon the proposed changes.

Before you, on the screen now, are the specific amendments that are currently proposed. The most noticeable fall under No. 2, Cluster Housing and both letter A and B, the minimum lot size and minimum lot width are both proposed to be amended. So, these amendments, again, what they would do is allow for a smaller unit design, however, it wouldn't allow the number of units to increase. So, if a development team thought it would be beneficial to have.., and again, the density is 15 units per acre, within this RPUD designation. So, if the development team thought it would be beneficial to have smaller units versus having larger units, then this would allow them to accommodate that market demand. However, again, it would not allow any sort of density increase.

There, there's also some, I guess, cleaning up of the language that was just done by Staff. For example, some uniformity throughout No. 1 and 2 was amended, um, which really doesn't have any bearing on the actual development criteria but it just cleaned up how the wording is currently provided in the Code itself.

CHAIRPERSON DAVIS: That'd be all? [Pause]. Any other questions? Oh, Vice Chair Miller-Anderson.

CHAIR PRO TEM MILLER-ANDERSON: Yes. How'.., are there other areas that would be impacted by this particular change?

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: So, this Ordinance amendment would impact any RPUD zoning designation...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: ...within the City itself. Um...

CHAIR PRO TEM MILLER-ANDERSON: Do we have quite a few of those that are not developed yet?

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: The Mediterranean development is really the last one that has not been developed.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: So, we do have some existing developments that have already been built out so maybe 30, 40, 50 years in the future, if someone came back in and decided to do some sort of redevelopment of properties, this would apply but really the only application this would have would be the current Mediterranean...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: ...development proposal or, if there was some sort of rezoning that it's, it's not current anticipated and we don't have any applications.

CHAIR PRO TEM MILLER-ANDERSON: Okay. Thanks.

CHAIRPERSON DAVIS: Any other questions? [Pause]. We have one public comment card. Ms. Bonnie Larson. [Pause]. Thank you.

MS. B. LARSON: Bonnie Larson. It's very important that you, the Council, who make the decisions for us, be able to see those P&Z meetings. We'd like to see them also to know what's going on within the City. You know, to just be told, 'Well, it was a split decision', it'd be nice to know, like, what were the sticking points and how can we work those out? You didn't have the benefit of that and at..., I didn't go to this one 'cause I didn't know about it but the last one I went, I mentioned that it's, it's, like, impossible for me to get to P&Z on the website and also to, to see the, the meeting, what's gonna be discussed, and also the minutes. How do we get to that? Two people on the P&Z said, 'Yeah, we have the same problem.'

So, we need to really fix that and I think it's beneficial that you see those meetings so that you can see how people are thinking. You've appointed people to those boards, so you wanna see how they're doing and also you wanna know, like I said, what the sticking points are and what the pros and cons are to every project that is being worked on.

Since I have you..., we're all here together and we're talking about changing things, two things which, I believe are very, very important get changed are, there are a lot of children in Riviera Beach. So, any project that comes into the City, we should mandate that a certain amount of land is set aside for a playground for those children. I'm thinking about that complex, it's an apartment complex right on Blue Heron, Riviera Beach bought it. It's right across from Kentucky Fried Chicken, I can't think of the name of it right now. But anyway, they're right there on Broadway and two busy streets and where are those kids gonna play? So, I think to update our standards, any new project that's coming in here, set aside a safe place for the children to play, not necessarily a pool where someone can drown but a place where they can sit and play. And also, if

there are elderly people there, a place where they can sit and enjoy the sun and things like that. But make that mandatory.

The other thing I think is mandatory, is to increase the number of parking spots. I think we had 1.5 parking spots per unit. This is 2017 and that doesn't fly. Everybody's got a car these days, you wanna have your company over, you wanna have your relatives over. You can't even have company.., have, can't even have come'.., someone come visit you or pick you up or whatever, you don't have any parking. So, let's do it right this time when we change these rules and regulations. I'd like to read all this so, if you tell me where to find it.

But, let's make those two things mandatory. Thank you.

CHAIRPERSON DAVIS: Thank you. Alright. Any other questions? That's the end of public comment.

COUNCILPERSON HUBBARD: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Hubbard.

COUNCILPERSON HUBBARD: I would like to ask Mr. Gagnon, about the, um, where is the department for Planning & Zoning? Where are those.., where's that located on the website? What's the problem with persons being able to locate Planning & Zoning?

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: We do make a point to put it on the website. Maybe it's just a matter of having a more direct link on the City's homepage.

COUNCILPERSON HUBBARD: Yes.

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: So, we can look into that and work with IT to make sure that the link is, is more direct. It's currently through the Community Development section. So, I, I do...

COUNCILPERSON HUBBARD: [Inaudible].

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: ...promise it is there but maybe we'll find a more direct...

COUNCILPERSON HUBBARD: It shouldn't...

ASST. DIRECTOR COMMUNITY DEVELOPMENT GAGNON: ...link.

COUNCILPERSON HUBBARD: ...it shouldn't be, you know, a trick for the residents to find. We should have, you know, just, at least, a couple of links to everything on the homepage. So, that'll be great if you could do that.

Secondly, I want to ask you about.., did we come up with a cost as to what it was.., would be for us to air Planning & Zoning? Was that the problem, that we don't air the Planning & Zoning meeting because of cost, Mr. Jones, Mr. Gagnon?

INTERIM CITY MANAGER JONES: In the past, they hadn't been aired because of cost.

COUNCILPERSON HUBBARD: So, in, in the present, what would...

INTERIM CITY MANAGER JONES: It could be reassessed and, and discussed at Council or something that my office can address and bring you back a recommendation.

COUNCILPERSON HUBBARD: Okay. Thank you.

INTERIM CITY MANAGER JONES: Alrighty.

COUNCILPERSON HUBBARD: I appreciate it.

CHAIRPERSON DAVIS: Any more comments, questions for Item No. 8? [Pause]. Here, none. Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: [Inaudible].

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you. That's the end of Item No. 9.

COMMENTS FROM THE PUBLIC

CHAIRPERSON DAVIS: We're gonna go down now to public comments. Alright?

CHAIRPERSON DAVIS: PUBLIC COMMENTS SHOULD BE RESTRICTED TO ISSUES MATTERS AND TOPICS PERTINENT TO THE CITY OF RIVIERA BEACH. PLEASE BE REMINDED THE CITY COUNCIL HAS ADOPTED RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS WHICH HAS 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, OR

ATTENDEE, REMOVED FROM THE PODIUM, FROM THE MEETING AND/OR THE BUILDING, IF NECESSARY. PLEASE GOVERN YOURSELF ACCORDINGLY.

CHAIRPERSON DAVIS: We all have three minutes. And the first person will be, [inaudible], Ms. Margaret SHEPHERD.

MS. M. SHEPHERD: Margaret SHEPHERD, Riviera Beach. To Chair, Vice Chair, to all of you, Happy New Year. I hope you had a very blessed New Year.

I'm here because of the wonderful party that Mrs. Dawn Pardo gave over at Johnny Longboat. It was very, very nice and I hope, Mrs. Pardo, you will continue the tradition, uh, as long as you're in office because it touched so many, many lives. For those that was not there, Evangelist Grant said she has never seen a Christmas tree in the park and I wanna say, I've never seen one in the park that was highly decorated. Mrs. Dawson and the Concerned Mothers made sure that, that park was articulated and the food was very delicious. So, we thank them for the fire truck. The kids never saw a fire truck. And when the fire truck came, they were running around, they were trying to get a bearing on what it was but the firemen said this year they wanna make sure that those children come over and see the fire truck. And I think that's great. Also, I was so glad to see District 3 hoppin' in. So glad that she came in and, of course, Mrs. Hubbard bearing her wonderful gifts.

So, with that, I think we're moving on to a, a great New Year in District 3. And that's why I'm here. I'm glad I saw Mr. Bailey here because we're here talking again about the 4th Street Community Center. I was under the impression that it will start the last of January but in the meeting someone said it was gonna start in February. So, if we can get a bearing, Mr. Jones or anybody, just give us a bearing on January or February, I think it will kind of, you know, settle us in on when the project is gonna start. And, and they said it's gonna be a little over \$1,000. It doesn't have to be nothin' magnificent but something that the children would enjoy.

[Chuckle]

MS. M. SHEPHERD: And with that, I thank you all and I'm looking forward to a very beautiful, prestigious New Year. Things are going well with Fane Lozman and I. We are waiting for the reports from the fraud division, of the West Palm Beach [pause], Housing Authority. And we're also waiting..., the gentleman from the corruption division, David Aronberg. His gentleman will be in on Tuesday. As you know, everyone is on vacation. So, the reports are slow but, this time, I think Mr. Lozman has...

[Beep]

MS. M. SHEPHERD: ...stepped off, out of bound with a 17 year old girl, that was born and raised here in the City of Riviera Beach and a disabled senior citizen.

Thank you. Have a great day.

CHAIRPERSON DAVIS: Thank you, Ms. SHEPHERD. Mr. Lloyd Brown. [Pause]. Last public comment call.

MR. L. BROWN: I hope this, uh, what I'm about to say don't offend anybody, you know, but I know it is gonna offend a lot of organizations. First of all, I hope this is not bad but the Miami Heat suck.

[Inaudible audience comments]

MR. L. BROWN: And they're trynna change their situation for us fans, you know? But, uh, also, you know the NAACP, the ACLU, the Urban League, and our black politicians, they also suck. But I'll say this, they either stuck on stupid, somethin'. They all have..., they have all us black people, like me, if not physically, still riding in the back of the bus. You, you see, I'm a felon. Became a felon because of a disease called addiction. I can't vote, protect my home, can't run for any government office to change my situation but check this out, the taxes that we felons pay, payin' for the same hall, paying for your taxes but I can't participate fully in society. I'm a veteran and you know many of us died for these rights. You know, I still pay taxes. Remember the American Revolution? You know, that's, that's a reason why we fought and I'm talking about the rights today, we fought for these rights. You tax us but you don't represent us because, if you did, I wouldn't be here now. I'll be able to run..., I'll probably be sittin' up there in one of these positions, running for office. Taxes build roads, taxes support our military. Taxes, above all things, paying for, uh, this hall that I'm speaking in. Thank God you didn't take that right away from me. And, uh, you know, it's people like me, felons, non-violent, that once we're addicts, you know, we're still paying taxes and we're still riding in the back of the bus. You know, this sucks more than the Miami Heat and, uh, but they're trynna change the situation for us fans.

And you know, okay, let me tell you somethin'. Back then, when I was an addict..., you know, when you became an addict back then, it was a disaster. It wasn't a disease. I mean, since it's on the other side of the tracks, knockin' on these other people doors, it's an addiction, it's a disease, you know? I mean, what's the difference? You talkin' about lost generations? I know people that lost homes, jobs, brothers and everything but the media, the media's lookin' at this and they're talking about it like, 'Oh, it's such a bad deal.' But you know what? Back when I was out there, we lost a lot of things, the right to vote, the right to protect ourself. And see, you people up here, you, you fightin' for this thing over at Singer Island. You need to fight for these votes 'cause, you know what?

[Beep]

MR. L. BROWN: A lot of presidents wouldn't'a been here if we woulda had the right to vote. And if we can get the people like that to, to vote for me, the felons, ya'll would be outta here.

CHAIRPERSON DAVIS: Thank you. Ms. Bonnie Larson.

MS. B. LARSON: Bonnie Larson. Third time reporting this, DOT has left cones and that orange plastic tape right on the corner of Broadway and Blue Heron and up by the old Winn Dixie, Silver Beach and Broadway, the entranceways to Riviera Beach. The third time I've mentioned it and I know it's not your business to do that but you are in

charge of the City Manager. I'm sorry, Mr. Jones, this is gonna fall on you [chuckle] tonight for the Interim City Manager but, all you have to do is say to the employee who's in charge of all the other City employees, fix this situation. Make Broadway look good. And a lot of it's not gonna cost us anything. A lot of those buildings need to be power-washed. Like I said, that debris has been sitting there for months and months and months. Third time I've mentioned it.

There's a Chickee Hut there, either take down the Chickee Hut or fix it. It.., we, we look like.., we look like a third world country. There was a lady who came and spoke a couple weeks ago and she said Broadway is dead. Yes, Broadway is kinda dead but it doesn't need to look dead. If we fix things up, if we make those investors fix their properties, the property on which that gentleman wanted to put low income housing.., and I mentioned the night he was here, I mentioned all those dead branches laying on that property and the knee high weeds out in the swale. It's still that way. He wants something from us and yet, that property still looks bad. So, when people come into our City, that's what they see. We have Riviera Beach properties owned by the City which look bad. People looking at that, they say, 'Gee, the City doesn't even clean up their own stuff, why should we take care of ours?' And it doesn't make sense why.., you know, that's the way the City lets their properties be.

There's a property there on Broadway, it's near about 30th Street or so, there's an o'.., I think it was.., it used to be an old bar. There's been a dumpster sitting there for a couple months now, they're loading up with mattresses. It looks like Mattress City threw out every one of their old and decrepit mattresses in there. They've taken away, I don't know how many dumpsters full of old mattresses and there's still plenty sitting there. Now, first of all, we're supposed to use Waste Management dumpsters. We're told that anyway, so apparently that's not true 'cause those dumpsters are sittin' there for months and months and there's another company. Again, it looks bad.

P&Z needs to be televised, we talked about that already. Um, [pause], oh. We have an Ordinance or something which says that if you own a property in Riviera Beach or a business, you have to say it's in Riviera Beach. That doesn't happen. So, if we're not gonna enforce it, let's delete that. Is the Bristol.., is that on Singer Island? Is that gonna be on Singer Island?

COUNCILPERSON PARDO: No.

MS. B. LARSON: No? Okay. Good. The website was created in 2016. It needs to be updated. That information on there, a lot of it was old before the website came online. Resumes need to be updated, photographs need to be redone. You need to read through your section of it and see what's on there. Mrs. Davis Johnson, at one point, you had two different...

[Beep]

MS. B. LARSON: ...assistants on there. You fixed that. So, you need to do it and make sure that our website is up-to-date and current.

Thank you.

CHAIRPERSON DAVIS: Thank you. Charlotte, Ms. Charlotte Darville.

MS. C. DARVILLE: Good evening everyone. Charlotte Darville on 20th Street. I would just like to know if the police department has a gang task force. I know the sheriff's office has one and they do very well with that because I know there's a lot of gangs over across the tracks. I know Riviera Beach has 'em, they come in from other cities and Riviera Beach goes into their cities. And, is there anything being done by the police department about all these shootings? You know, like I had said before, you know, I love to work in the yard and I'm afraid to be out in the front. I'm afraid to ride a bicycle or go for a walk because of all these drive-by shootings and innocent people are getting killed and especially the children.

I'd like to know where we are with the water issue.

As far as the new train coming through, the trains that are on the tracks now, at night, when they come through, I can feel them on my house. I can feel the house shaking from those trains. Now, I hope something will be done when this new train comes through. I hope it doesn't get any worse than what it is. And I have still not gotten a response about our street being repaved or the lights put in. That's been about three months now. And I'd like to know if you've hired a company to fix the bathrooms for the police officers and the fire ho'.., uh, officers.

I don't know if.., I know last, last time I was here, I wasn't here the last time but the time before, I spoke about Code Enforcement. I don't know what these guys are doing, whether they're just sitting in the office or just riding around, doing nothing. Because [stammer], over on Avenue H, there are three to four vehicles parked out there every day with...

[Beep]

MS. C. DARVILLE: ...no tags. And I know that's against the Ordinance. There's also one or two on my street, on 20th Street, West 20th Street, that also have no tags.

CHAIRPERSON DAVIS: Thank you.

MS. C. DARVILLE: Thank you.

CHAIRPERSON DAVIS: Mr..., is it Mr. Dennard? Is that correct?

MR. J. DENNARD: Good evening. Dennard, GERRY J. Dennard, City of Riviera Beach. I'm here concerning the shootings of Riviera Beach. I have, uh, come up with a, a solution that I believe that cohesively we all can do it together. I wanna have a prayer vision in the park. Something that's gonna draw the entire neighborhoods in Monroe Heights. I wanna do like a worship, praise and stuff like that, that we could get the young folks attention and the older folks could give [stammer] testimonies, I'm sorry, from where they came from to where they are now. I already have speakers lined up. I need the City to help me fund this project. What I need is food, drinks, chairs, stuff like that. And I'm willing to put something in the game, some skin in it, \$500 of my own money to do this. I have a tentative date of January the 22nd, starting at 11:30. All I'm

asking is ya'll to help me out and I guarantee you, this is gonna stop. Prayer changes things. One of those victims was my cousin. So, I'm asking ya'll to just, uh, work with me and we're gonna get it done.

You're doing a great job, the police department doing a great job but sometime' you gotta go just a little bit further. So, I'm asking you all to get on board with me.

Thank you.

CHAIRPERSON DAVIS: Okay. Councilperson Hubbard, I'm gonna pass his number on to you, that's your District. So, if you wanna reach out, I'll partner up too if you wanna do something. If you have time [inaudible].

COUNCILPERSON HUBBARD: Oh, okay. I'm su'..., I'm sure hoping that the prayer reaches all over the City.

CHAIRPERSON DAVIS: Alright. Alright. Next, we got Steve White.

MR. S. WHITE: Good evening. Steve White. I'm here also, I guess, to, to mention..., or to talk about the fact that we've had these shootings in the City. But, my, my pos'..., position is this, is that it seems that after we have these tragic shootings, that there's always these emotional responses, uh, to these tragedies and that we're not really having well, thought out plans of attack to really solve the problems. I think one of things is that we are not doing enough proactive things. You know, we're always on the backend reacting and, and we need to be more, more proactive.

The, in my opinion, what we have to do is, if you wanna change behavior, you change the mindset. And so, I., myself, as someone who has been a mentor in this city for many, many years, I know that you've got to have programs that deal with the people on the front end and that you've got to be about, like I said, changing the mindset if you want to change behavior. You can do certain things, you know, you can do basketball or, or, or whatever but, again, if you do not change this mindset, you're not gonna change the, the behavior. So, personally, I think that we need to do more on the front end to work with some of the young people in this community. I also think that, I remember Councilwoman Pardo talked a few meetings ago about the fact that we also need to do more work with the parents. So, I think we need to do a combination of, of reaching out to the parents because they are still are the most influential persons in the lives of their children. We need to work with the parents more and we need to do some proactive things with programs that will actually work with our young people and help to change their mindset if we wanna change their behavior.

So, again, I would love to talk with ya'll about the work that I do and about the programs that I have, as well as some of the other positive things that's happening in the community. But let, let's be more proactive and work on the front end and not just always react emotionally after the tragedy occurs.

Thank you.

CHAIRPERSON DAVIS: Thank you. Dr. Philip Dukes.

DR. P. DUKES: Dr. Philip Dukes, 1217 Avenue U, Riviera Beach, Florida. I think you guys are doing a great job and everything that we're doing and building our City up and trying to revamp things, especially at the Marina. But when we talk about drugs and killin' and what the real problem is in our community, and I've started.., I got converted in 1988. I was selling drugs and doing all this dumb stuff. From 1992 to 1997, I did all these marches in the 90's, help put together some of 'em. Nothing changed. We had the same youth programs, we prayed, we protest, we march. Now, we're doing the same things over again and nothing will change because the one element that we will not do, is shut down dope houses. See, the drug retail market breeds violence and murder. You know? That's what the problem is. Thug life. Thug life is, is permanent in our community by our young people. They think it's cool. I thought it was cool. So, until you deal with the problem, that is the problem, then that's the lynchpin that deals with everything else because there are no dope houses in North Palm Beach. There are no drive-bys in North Palm Beach like it does in our neighborhoods, it's because of the dope game.

So, I put together the written vision, 501(c). Here's your answer, you don't have to go to Philadelphia, you don't have to go to New York, here it is, right here. In your own City, coming from your own, who was in it. It's the same game everywhere. Nobody wants to invest in the community to come in and just shut all that down then all these other things fall in place because whatever program you put 'em in, whatever you try to put into them, when you go back to the community it gets sucked up because they see this money and they glamorize that behavior. It is not glamorized in Wellington, it is not glamorized in Palm Beach Gardens. So why do we keep going through all this over and over again? Same thing, as soon as somethin' happens we wanna march, we wanna pray and ya'll know I'm an advocate for prayer but prayer alone won't get it. One time God told, uh, Samuel, 'Get up off your knees and stop praying and go do something.'

[Chuckles]

DR. P. DUKES: Alright. So, I've given you the written vision, it's not like I don't have the experience. And we have the police depa'.., we have one of the best police departments in the country. Okay? But we gotta, we gotta come in and start systematically shutting down dope houses and come against thug life and it falls in place. But we act like we don't wanna do that and when we do it, we only put pennies behind it. You can't put pennies behind this, this is death and murder. They kill. Our young people can't go on the street and change nothin'. These boys kill. They are narcissistic, sociopaths. I've been saying that for the last 10 years.

So let's pull together and 'come a part of Operation Restore. I'm gonna be calling you, Gary. And we all get together and systematically shut down the dope game. You don't buy dope, uh, well, you buy dope on Singer Island, back in the day I did. You had to get some weight. If you knew somebody, you go over to the Island Room, that's what they call it, and you get the heck outta there.

CHAIRPERSON DAVIS: It's true.

DR. P. DUKES: And some of ya'll know I know what I'm talkin' about.

[Laughter]

CHAIRPERSON DAVIS: [Inaudible].

DR. P. DUKES: [Chuckle]. So, le'.., let's get together, let's shut down these dope houses and stop being afraid because, when you stand in the black community to do this, they threaten your life. Nobody's gettin' threatened in North Palm Beach cause they're tryna change their streets...

[Beep]

DR. P. DUKES: ...but we get threatened. So, we gotta stop playing with this. We gotta stop playing with this. I'm asking you guys to come in and support me 'cause I'm gonna get all these other groups 'cause I'm a 501 and we all get together and really systematically shut down every dope house and speak against thug life. Because we get 'em in in these programs and you don't deal with thug life on the street and we put the thing on the street to back up into every home, then we'll see a change.

Thank you very much.

CHAIRPERSON DAVIS: Thank you, Bishop.

[Inaudible audience comments]

[Clapping]

CHAIRPERSON DAVIS: Ms. Elizabeth Robinson. And then, Willis Williams.

[Inaudible audience comment]

[Laughter]

MS. E. ROBINSON: Good afternoon. Elizabeth Robinson, Riviera Beach. And how do you follow that? So, I agree with everything he said and for most of the speakers who've come up. I didn't come up here to talk about that but it happens in our community. Our, our kids are turning in on each other and I think the solution to that, many other people think the solution to thug and drug life, would be an honest way to make a living. We should be offering our children the opportunity to make an honest living. We need to stop making excuses for all other things and put the money where our mouths are. Give our children some opportunities so that they don't have to engage in an ignorant decision to sell drugs. You've heard people come up and say, 'Oh, I did this, I did that but somehow I made it out.' The penal system should not be the answer to our young men learning that selling drugs is not the way to make a living.

We've got kids with babies, we've got kids with wives, they've got mothers. If a man's wife and his child is hungry, what is he going to do? He is going to do what he thinks he needs to do and that's feed his family. Now, that's not why I came up here but..., I mean, I, I honestly feel that we oughta stop playing the games with our children and do some real stuff. Work out whatever the problem is. If there's a problem and we can employ children or young people, young men, then do that. It's our City, we make the

decisions, we get to say what works and what does not work. You don't get to tell me what works and what doesn't work. I get to tell you this is where we are, this is what we're gonna do and this is how we're going to do it. Why? Because I've got young people who are dying. Not figuratively, literally dying on the street because they think this is a way to make a living.

Now, all that said, I wanna say thank you to the Council and our police department, Parks & Rec for a wonderful job of supporting us. That's the Minority AIDS, and this is to network, for World AIDS Day, they did an outstanding job as always. I really thank you, it works every year. Our police department is totally outstanding. They escorted bikers throughout our City who returned safely. There was never..., has never been an accident so we're thankful for that. And I'm the Executive Director for the Minority AIDS Initiative Network, so I say thank you to the Riviera Beach CRA and the CDC for allowing us to use the community garden.

Secondly, I'd like to say as the Chair of the CDC, we're going to have a community service day on Saturday, December 7th in conjunction with Martin Luther King. It's, it's our work day, it's our give-back, it's a volunteer day. If you would like to volunteer, if you have a, a young person who needs community service hours, please have them call 561-844-3408 and ask to speak with Ms. Jenkins so..., about volunteering.

[Beep]

MS. E. ROBINSON: And lastly, I'd like to say thank you to the City and everyone else who came out to celebrate Kwanzaa with us. The seven principals, Google it. The seven principles that we need to be installing, instituting and carrying out in our lives and our children might see things a little differently.

Thank you.

CHAIRPERSON DAVIS: Thank you. Willis Williams. Finally, Willis Williams.

MR. W. WILLIAMS: Good evening and everyone, a Happy New Year. I couldn't agree more with the previous speakers in reference to the violence and the drugs that has taken over our community and going to Philadelphia and other places around the country probably is a, a good, uh, way of looking at things but we can take care of a lot of these things ourselves here at home. And, and there are a lot of viable people here, in this community, that have gone through this stuff and I, I applaud you people who, who said you wanna take a stand and do something cause God knows it's time. We need to do something.

As referenced..., in reference to the young lady who spoke about jobs and how we're, we're going to get jobs for our young people and stuff, I, I would like the HR Director to make sure his ears are pumped up to this because a lot of you people are, uh, I don't like to use 'you people', a lot of people were not around during the hay day when a lot of these Ordinances and stuff was put together. Lockheed Martin, for an example, had [stammer] an agreement with the City, as well as the federal government, in order for them to get that property and the expansion that they wanted to do and the money that

they needed to do it with, they agreed to give our City, at least the people in the City, an opportunity for 75 jobs and startin' off at \$75,000 a year.

We don't have anybody that's checking on these type of operations. The same thing that goes with Vikings and, and the other people that have promised to give jobs to our community, uh, residents and had not done that. So I think that it's high time that we need to, from the Manager's standpoint, whomever, that, that's taking the helm at this point, need to look back at these things and try to figure out a way that we can put some of these people back to work because it's high time that we put our young people back to work, especially the ones that go off to college and come back and they can't find jobs. It's, it's, it's just disheartening.

The other thing that I wanna talk about is that.., I spoke about this some time ago and, and I got some, some applause from it, from the Island pe'.., uh, about the clock that we had on that Island some time ago and that clock is still, I'm assume, it's still in Public Works storage. We spent a lot of money for that clock, that clock has not gone back up yet, on the Island. I think it was a beautiful attraction on the, on the Island. I think that clock needs to go back. If not, take that clock and find some money somewhere to put another clock. But that clock needs to go back up. I will say this now, this been about the third year I've been talking about this clock, so plumbody need' to tell me about this clock.

The other thing is, I know a few weeks ago, I talked about those cars and that \$400,000 we were spending for those vehicles and, I don't kno'.., I didn't make the last meeting so I'm hoping that you got your report, Mr. Chairman, in reference to how...

[Beep]

MR. W. WILLIAMS: ...we were spending the \$400,000 and I understand that not even a car that was included for the Council people were in that particular budget, that \$400,000, I understand you, you guys' car wasn't even in there. So I find that to be very disheartening that you spend that type of money for all those vehicles for.., to go from 1st Street to Silver Beach Road and you don't buy a car for your legislative people to travel to, to be respectful to our community when they go somewhere, the car got to stop and they gotta jump the car off and...

UNK. AUDIENCE: [Chuckle].

MR. W. WILLIAMS: ...and all that kinda foolishness. This is ridiculous. So, it's time to get on j'.., onboard with stuff here and let's do the right thing.

Thank you.

CHAIRPERSON DAVIS: Thank you. That's the end of public comment, at this time.

REGULAR OLD BUSINESS

CHAIRPERSON DAVIS: We don't have no regular old business.

TABLED ITEMS

CHAIRPERSON DAVIS: No tabled Items.

DISCUSSIONS AND DELIBERATIONS

CHAIRPERSON DAVIS: We're gonna go into discussions and deliberations as we talk about reestablishing the Agenda review. Mr. Jones.

INTERIM CITY MANAGER JONES: Yes. I had several Council Members discuss possibly reestablishing Agenda review so we wanted to put the Item on the Agenda to discuss it, openly and in the public. I think, in the backup, it states that the meetings will be open to the public and the public will be allowed to speak. The, the second part of that sentence is not correct, the public will not be allowed to speak during Agenda review. They'll be able to attend the meetings and the Council will have open dialog with Staff.

CHAIRPERSON DAVIS: Okay.

INTERIM CITY MANAGER JONES: One of the considerations, uh, or one of things you should consider in determining if you would like to bring back Agenda review will be the additional cost for minutes.

CHAIRPERSON DAVIS: Mhmm.

INTERIM CITY MANAGER JONES: If we have meetings on Mon'.., or typically, it was on a Monday night and then again on a Wednesday night, the, the level of minutes being taken during those meetings would increase and currently we're spending approximately \$50,000 a year on minutes.

CHAIRPERSON DAVIS: Well, I, I guess if we get accomplished what we want, as far as getting our questions out at that meeting, that should eliminate a lot of the conversation in our regular meeting. So, our minutes may increase on one side but it should decrease on the business side once we get here on, on our Wednesday night. But I'd like to see what that looks like though. You know?

INTERIM CITY MANAGER JONES: Historically, in the.., and I think the reason that the Agenda review may have been cancelled was because of the attendance of Council. If all the Council Members, or the majority of the Members do not attend the Agenda review and their questions are not answered in backup, in the backup, then the deliberation will continue during the normal business meeting, therefore, making both meetings a long.

CHAIRPERSON DAVIS: Okay. Anyone have any questions for Staff, as regards to Agenda review.

COUNCILPERSON HUBBARD: Question.

CHAIRPERSON DAVIS: Councilperson Hubbard.

COUNCILPERSON HUBBARD: The.., were you saying, Mr. Jones, that the Agenda review would be held the Monday prior to the meeting?

INTERIM CITY MANAGER JONES: I said in the past that was the date in which the meetings were held, the Monday prior to the Wednesday meeting. In the backup, it's just a discussion and it's Council's preference on how you'd like to proceed but just historically, they've been on a, on a Monday night.

COUNCILPERSON HUBBARD: For me, Monday nights wouldn't work and I don't think there's much value in..., if..., to have it the Monday before the meeting because you..., if you have some research you need to do or some information you want, you only have that Tuesday to get the information or the questions answered or to go out and try to dig up the answers that you want. So, when the..., if, if the Agenda drops on a Wednesday, for example of a week, Wednesday... And, the only thing that I could see is possibly having it on, uh, on the Friday or..., the Thursday or the Friday. We would have to figure that out for it to make sense because the only reason I would need Agenda review, and I want Agenda review, let me, let me say that. I do think there needs to be an Agenda review so that we can get more questions answered but somehow we need more time because, if you get an Item and you want some research done and it's only a day and a half before, then you're, you, you gain nothing. So, if we could it much sooner than, you know, that, I think it would serve us well.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Thank you. I'm opposed to scheduling a separate Agenda review because it is equivalent, in my mind, to holding two meetings because we would be going through the Agenda, we would have our conversation and then we would come back on Wednesday and do almost the very same thing. Now, I am not aware as to whether or not my colleagues have individual reviews but since I took the seat, I schedule an Agenda review and I go through the Agenda with every department head that has an Item and it is at that time that I get my questions answered. And that has proved to be beneficial. I don't..., I, I just don't see a need to do a full Agenda review with full Council and then have a full meeting and that's the position that I'm taking. I, I, I believe that it may be beneficial for my colleagues to maybe implement an individual Agenda review and I'm sure that the information that one Councilperson is being provided, should be carried out through all of my colleagues.

Thank you, sir.

CHAIRPERSON DAVIS: Anyone else?

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Pardo?

COUNCILPERSON PARDO: I feel the exact same way as Councilwoman Davis Johnson. I was on this Board back when we decided to stop Agenda review and we stopped it because several Council people were not showing up at Agenda review or they were showing up late and it turned out that some of the questions that were

answered that Monday night, came back up again on Wednesday night when the cameras went on. And it just seemed like a waste of time. A waste of Staff's time and a waste of the Council people's time. You know, I meet with Staff, I go through the Agenda when we get it and we have been getting the Agenda a little late, we used to get it on Wednesday nights, now we're getting it on Thursday, sometimes Friday. Hopefully, we'll go back to getting it on Wednesday and that gives Council an entire week to sit down with Staff. It gives them time to go through the Agenda themselves, write their questions down and then sit down with Staff so when you come into the Council meeting on Wednesday night, you're prepared.

But, um, I just, you know, I'm not supporting Agenda review. It's a waste of time for Staff and, I believe, it's a waste of time for Council.

Thank you.

CHAIRPERSON DAVIS: Vice Chair Miller-Anderson.

CHAIR PRO TEM MILLER-ANDERSON: Yes. I., when I originally came on to the Council, I did inquire about having a, an Agenda review. At the time, I was having my individual meetings with the City Manager and the CRA Director and the issue in which I was having at that time was, um, I didn't always get full disclosure on everything and I would get to the meetings and I would get a different take on things from the closed door meeting that we had. So, at that time for me, I was in favor of having Agenda review.

I think that we have a different Board up here and if it's not., if everyone is not going to come, then I do see where it would be a problem where we have half of the people come on that Monday, or whatever day it is that we decide to have it, um, and then, the others don't come into the, the actual meeting date and it would prolong the meeting again. I'm not., I'm certainly not in favor of that part of it. Now, if we are all going to agree and say that we would be willing to come in that day for the Agenda review, I'm in favor of it. I do., I, I told Mr. Jones and whoever would be in the position, that I plan to start meeting back with the individuals again. Like I said, I did start that and I did stop because it was wasting my time at that time because I was not getting the information as shoulda been told.

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: And so, it didn't work for me. You know? So, back then, it wasn't so I'm willing to try it again, however, I, I'm, I'm in favor of the Agenda review but again, like I said, if, if only half of the people are gonna come, I'm not in favor of an additional meeting...

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: ...just to have an additional meeting. But I don't have a problem with coming if everyone... I, I mean, if we [sigh]. I, you know, if, if maybe we could try it, a meeting or two and if it's not working for us, then we

just won't continue with it. I'm open to doing that. If it's not working, it's not working but I'm certainly open to trying it, to begin with.

You know? I mean, that's just my take on it. I'm, I'm open to doing it, however, I'm not for it if everybody's not gonna come and if we are going to meet that first night and ask all our questions and get 'em out and then the second meeting... Because I know other municipalities that are doing it and they said it works well for them. I don't know what the, the combination of people were up here before where it didn't, you know, if you don't want it to work, it's not gonna work. But, um, many municipalities do it and it works well for them. So, I'm willing to try it and..., but, that's only if, you know, on like a two meeting trial basis to see how it goes, and, you know, who knows, we may get through it and the second day you won't have to be in here but 30 minutes. You know? So, I'm open to it.

CHAIRPERSON DAVIS: This is something that I was very open to and willing to do as long as the entire Board was coming together to focus on so we can move through the meetings effectively for the Wednesday. The previous leadership, and not to speak negative of..., speak the wrong way about any individuals but that was them. This Board has made a decision, at some point, to come together to drive and work for the community and to listen to each other's issues and, and focus on the issues. I mean, if, if this Board, if some are gonna struggle to be there, then that's a whole other issue that we can't do it because it would do us a disservice to have Agenda review and not have everyone present. If this doesn't..., something that we just don't do, I would just like to have a commitment from all of us to make sure that we really sit down hard with Staff to, uh, focus on gettin' these questions and having our meetings with Staff so when we come to these meetings that, as we embark upon a new year, that we really come to these meetings and we can mainstream our questions before we get here and we can drive through these meetings and be outta here at a great time and do something that hasn't been done in a long time. And I, I just wanna..., we just..., but we all have to be committed to that. You know, make sure that we're willing to it, as individuals, on behalf of, of the Board and the people's time.

But if we're not gonna have everyone there, um, we can still have Agenda reviews, those that choose not to come and we can see how that work and if we wanna try it one time, we can see how it go. If that's something that you have..., I know we have..., I know I, I'm willing to do it, you're willing to do it and Hubbard's willing to do but I know Davis Johnson's schedule's really tough and Pardo chooses not to do it...

COUNCILPERSON PARDO: Because Pardo also has a job and it's difficult.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: I definitely have a job too...

CHAIRPERSON DAVIS: Yeah. So...

CHAIR PRO TEM MILLER-ANDERSON: ...but...

CHAIRPERSON DAVIS: ...we all have...

CHAIR PRO TEM MILLER-ANDERSON: ...but I'm willing...

CHAIRPERSON DAVIS: ...tough schedules but...

CHAIR PRO TEM MILLER-ANDERSON: ...however, again, I'm not gonna...

CHAIRPERSON DAVIS: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: ...you know?

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: Maybe one or two meetings we can try it and...

CHAIRPERSON DAVIS: [Stammer]...

[Inaudible dais comment]

CHAIRPERSON DAVIS: And, and one of the things, now that we're talking about this, not to veer away from this, one of the things that I'm gonna, um, we must focus on working really hard with Staff and I wanna ask.., and we're gonna get to this later, Mr. Jones, we've had a conversation the other day about, we as a Board, committing, over the next 45 days, working really hard, even if it requires a meeting every week, um, regular meeting to really drive on a lot of our old issues and do some housecleaning as we get prepared to launch off in'.., into the new year.

But, I'm done discussing this Item at this time. But, Mr. Jones, you wanna piggyback off...

CHAIR PRO TEM MILLER-ANDERSON: Chair? [Pause]. Chair?

CHAIRPERSON DAVIS: Yes.

CHAIR PRO TEM MILLER-ANDERSON: What are you gonna piggyback on, the Agenda review?

CHAIRPERSON DAVIS: Yeah. We was ha'.., I guess, I guess we can wait 'til after we get through discussing this.

INTERIM CITY MANAGER JONES: Okay.

CHAIRPERSON DAVIS: Yeah.

MAYOR MASTERS: Mr. Chairman?

CHAIRPERSON DAVIS: Mayor.

COUNCILPERSON PARDO: [Inaudible].

MAYOR MASTERS: Thank you, sir. I, I certainly could see both sides of, of, of the issue and both sides have some legitimacy but I think that the key is everybody... I can just tell you right now, I'm not attending...

[Sighs]

MAYOR MASTERS: ...Agenda review. So, you won't expect the Mayor to be there 'cause I will not be there.

The second thing I want to say is, I think it's unfair to not have the public to be able to speak at a Agenda review and I'll tell you why, because if the elected officials have two bites at the apple, you know, they can speak at Agenda review...

[Clapping]

MAYOR MASTERS: ...they can speak at the, the, the regular Council but yet, we wanna restrict or prohibit the, the public to one, one time and not twice. After all, all that we say or do should be about the people. And I, I know that...

[Clapping]

MAYOR MASTERS: ...I know we all are concerned about that but that's just kinda how I feel and it's a passion for me to make sure that the public, particularly if we're gonna be discussing legislation that's going to be the pass or fail, the public should be given a, a right to speak. Also, I think if it's gonna be..., I mean, this is Sunshine state and the whole purpose of Sunshine is to do it in the sunshine but also to give the public an opportunity to... I mean, why come and look at us deliberate? You know? I know we look good and look great but, um, you'll see at the ne'..., at the, at the real deal.

The other thing is, I think if there's going to be an Agenda review, there should be a, a firm restriction on a time limit. It doesn't serve any purpose of having two meetings three hours. Agenda review could be three hours and maybe the next night is an hour and a half. We got four and a half hours. If an Agenda review is going to be to the point and if there's a way that it can be concise where it's not going to be long and drawn out, as most of our Council meetings end up, that we have to have a meeting.., have a meeting on a meeting, to have a meeting. I think this Council, we are drained, if we could use that word, we have Utility, we have CRA, we have a Council meeting and to come back to ask for an Agenda review but certainly I don't have a dog in the fight, either way, 'cause I won't be here.

Thank you...

CHAIRPERSON DAVIS: Thank you.

MAYOR MASTERS: ...Mr. Chair.

CHAIRPERSON DAVIS: What I'd like to say is, this job requires commitment and if it requires us to give more time, it's worth it. I don't feel drained at no point when I'm doing this job here. No disrespect to anyone else. But, when we talk about Agenda review, that's a time when we all come together, and those that can make it, sometimes we can't. Maybe one meeting someone can make it, one other meeting someone can't but that's the time where you drill down your questions and Staff get a chance to respond. The public can sit there and listen, they can write down their questions so

when we come to our Council meetings, they know we're gonna be here an hour and a half and it's real focused on that time, there's voting and public comments and questions. That's when you have the public input and that's their meeting at that time. But, when it come' to Agenda review, that's where they can see the real questions are being asked and answered, no voting and really getting down to hard, grunt work. I'm willing to support it. If we're going to, um, I'm willing to try it one time just to see how it go. It'll be very interesting. So, we can get in there for maybe a hour, hour and a half. I know West Palm Beach, they do one hour. They get in there and they drill it, they drill, they drill it and they get out of there. Um, but the focus is to get your questions out, get 'em answered, allow folks to have their questions because if you ask enough questions, you might ask mine or another colleague's question so we can drill through these meetings. But if, you know, we can look at some future dates. Right now, I don't know what [pause] everyone's schedule's like to talk about... Let's look at some future dates when we might can do it a week before, whether it's a Thursday or... Let's just try it one t'.., try it one time.

CHAIR PRO TEM MILLER-ANDERSON: Okay. And...

CHAIRPERSON DAVIS: Councilperson Hubbard.

CHAIR PRO TEM MILLER-ANDERSON: [Stammer]...

COUNCILPERSON HUBBARD: If there...

CHAIRPERSON DAVIS: I mean, if they can't make it...

COUNCILPERSON HUBBARD: If it's not a 5-0 vote, we still will be where we are. We will have the same questions and the same amount of time expended because the discussion will have to ensue on, on that particular Item. So, if it's not something that we all are, are, are comfortable with, you know? So, that'll be three of us that will be in.., will be versed in the subject and will have the necessary background information and then we'll have others that will have to.., that, that Staff will have to bring up to speed. So, um, and I know that there's individual Agenda reviews being held where the questions may or may not be, be answered sometimes but I'm, I'm just, you know, I want to have the Agenda review but, as everybody has stated, the wasting of the time, you know, I don't wanna do that either because it would serve us well if we all, you know...

CHAIRPERSON DAVIS: Okay. I...

COUNCILPERSON HUBBARD: Or if you think, you know, I mean, if the majority of.., if, if the majority of, of us want to give it a try, I'm willing to give it a try just on'.., you know, I just wish we all could give it a try.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: So, let me propose on the flip side of that. You want to try a full Agenda review which, again, I believe it equates to holding two meetings. The, the three of my colleagues who are interested in pursuing this, can't you try your individual Agenda review and see how that works out for you first before we talk about coming here for a full meeting because you're asking the public to come out twice. You know, you're a'.., we're not thinking about how that taxes the, um, the citizens that may want to attend the meeting and then you're talking about having Staff here to respond in two ways. So, can we consider doing that before we go into full-fledged Agenda review?

CHAIRPERSON DAVIS: [Inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: Chair Davis?

COUNCILPERSON DAVIS JOHNSON: Before we consider that?

[Inaudible dais comments]

CHAIRPERSON DAVIS: Hold on.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

COUNCILPERSON DAVIS JOHNSON: You're not?

CHAIRPERSON DAVIS: Hold on. Vice Chair Miller-Anderson.

CHAIR PRO TEM MILLER-ANDERSON: Well, I think if, when we do the individual, and I'm not opposed to that 'cause I already set up my dates to start meeting with them but with the individual reviews, one, the Staff members are having to speak to us individually. That's five times they're having to talk and say the same thing maybe. And then the other thing is, the public definitely probably are not privy to the conversations that we're having individually. So that would just be the flip side to it.

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: From, you know, my, my perspective of it but, um, I had already put that into place to start back doing mine. I want to say that I was meeting individually with...

COUNCILPERSON DAVIS JOHNSON: I heard you.

CHAIR PRO TEM MILLER-ANDERSON: ...the people but I was not getting the answers and what was happening when I was having my meetings and asking my questions, the Board were getting my answers but I was not getting any answers back from any of the questions that they were pr'.., being presented. So, you know, if we're gonna do it...

COUNCILPERSON DAVIS JOHNSON: [Inaudible background comment]

CHAIR PRO TEM MILLER-ANDERSON: ...that way, you know, I think when we have it open, everyone can hear the same answer whereas.., I'm.., I mean, I may not

have asked that question but maybe I would've thought about it if, you know... But the thing is, you know, if we're going to have our individuals, maybe if there's stuff that come up, if we can just pass it along to everybody...

CHAIRPERSON DAVIS: Right.

CHAIR PRO TEM MILLER-ANDERSON: ...because I think having it as a, a separate Agenda review, we would all hear the same thing at the same time.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: And the public would too.

CHAIRPERSON DAVIS: Alright. So, we are committed to focusing on our individual meetings?

COUNCILPERSON HUBBARD: Or try'..., or trying to [inaudible]...

MAYOR MASTERS: Individually first.

COUNCILPERSON HUBBARD: ...the one time [inaudible].

CHAIRPERSON DAVIS: No. They s'..., that's not happening. Everyone said...

COUNCILPERSON DAVIS JOHNSON: [Chuckle].

CHAIRPERSON DAVIS: ...they're busy so we can..., that's been clear. We don't have five people willing to co'..., that can come together. Everyone's busy.

COUNCILPERSON DAVIS JOHNSON: Let, let, let me clarify. I'm sorry to interrupt. It's not a matter of being busy...

[Inaudible davis comment]

COUNCILPERSON DAVIS JOHNSON: ...it is, it is just what I believe to be reasonable for review. So, I am..., I want to make sure that it is duly noted that I am committed to this Council, I am busy but I take vacation in order to come in and do my Agenda review. So, if that's not showing commitment, I don't know what does because yes, I have a full-time job, but I also committed to serving the citizens of Riviera Beach. And in doing that, I take the time off in order to come in to meet with Staff. And I have my questions, I go through the Agenda. Everybody that has an Item on that Agenda, is in that room, I ask my questions and then I give them an opportunity to tell me if there is something else that's going on or [stammer], or that we need to be aware of in anticipation of this Item coming forth. So I'm comfortable with that, with doing that and that works for me and I enjoy having that opportunity for them to inform me of that which I may have missed...

CHAIRPERSON DAVIS: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...and answer any other questions that I may have.

COUNCILPERSON HUBBARD: The, um... Mr..., what, what I was saying...

COUNCILPERSON DAVIS JOHNSON: Sorry.

COUNCILPERSON HUBBARD: No problem. What I, what I was saying was this, it is.., you know, it would be good for us to have had a consensus but if we have a majority group that want to give it a try, then give it a try. Yes, we are all busy, we are all busy and I don't think that ever needs to be brought up because everybody is busy and everybody has a whole lot to do so I don't think.., I'm, I'm gonna give everybody the benefit of the doubt that that's not what any of us is referring to, that we're too busy to come to Agenda review. What, what I, what I would like to think is that we're all getting background information. I always come with my information and a lot of questions so therefore, I know that I, I know that I prepare for these meetings with Staff, get my questions answered, do my background work because many times it has been said so'.., you know, where did you get this information? Because, once you talk to people and you talk to Staff, you go out and you get more information, you have to do your homework in order to be, um, on this dais.

So, I don't.., so... Mr. Davis, I don't know if you want to come or Ms. Miller-Anderson want, want to come, whatever, you know.

CHAIRPERSON DAVIS: Well...

COUNCILPERSON HUBBARD: I'm gonna always be prepared so it doesn't matter.

CHAIRPERSON DAVIS: [Stammer], what I wanna do, I'll just take some time to think about what we all said today and I'll come back, under my comments the next meeting, if I have any suggestions. You know, I take into consideration what everybody had to say tonight and I harp on it by the next meeting.

COUNCILPERSON HUBBARD: No, no. I mean, as your one vote, do you want to have it...

MAYOR MASTERS: [Chuckle].

COUNCILPERSON HUBBARD: ...or do she wants to have it cause that would be three of us.

CHAIRPERSON DAVIS: No. I heard that.., I heard that part. What I was explaining was, if we have our meeting now...

[Inaudible dais comment]

CHAIRPERSON DAVIS: ...with that being done, if we're gonna have a meeting with Staff, that mean' Staff gonna have one time they can meet with all three of us so that'll free up a lot more of their time.

COUNCILPERSON HUBBARD: Yeah. [Inaudible].

CHAIRPERSON DAVIS: Okay. I, yeah, I'll support, support that. You know, it makes no s'.., I mean, it makes sense if we're gonna have one meeting together and then Staff don't have to worry about dealing with us three at another time. So now they only have one, two other individual meetings versus having five.

COUNCILPERSON HUBBARD: Five different meetings.

CHAIRPERSON DAVIS: Right.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So essentially, it'll be an individual Agenda reviews but all here together with the three, and the public can come.

CHAIRPERSON DAVIS: Yeah, the can come.

CHAIR PRO TEM MILLER-ANDERSON: Of course they can.., I know they can come. [Chuckle]

CHAIR PRO TEM MILLER-ANDERSON: I'm just...

MAYOR MASTERS: Mr. Chairman?

COUNCILPERSON HUBBARD: I don't understand what she said.

[Inaudible background comments]

MAYOR MASTERS: Mr. Chairman?

CHAIRPERSON DAVIS: Yeah, Vice... Hold on, Mayor.

COUNCILPERSON HUBBARD: That's [inaudible]...

CHAIRPERSON DAVIS: Vice Chair...

CHAIR PRO TEM MILLER-ANDERSON: I'm do'.., I'm...

CHAIRPERSON DAVIS: What you said again?

COUNCILPERSON HUBBARD: What did you mean by it would be an individual meeting?

CHAIR PRO TEM MILLER-ANDERSON: No.

CHAIRPERSON DAVIS: She.., I know what she meant.

CHAIR PRO TEM MILLER-ANDERSON: Essentially...

CHAIRPERSON DAVIS: It's our...

CHAIR PRO TEM MILLER-ANDERSON: ...it is...

CHAIRPERSON DAVIS: ...individual meeting we're giving up.

CHAIR PRO TEM MILLER-ANDERSON: It's our individual...

COUNCILPERSON HUBBARD: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: ...Agenda reviews but open to the public.

COUNCILPERSON HUBBARD: Yes.

CHAIR PRO TEM MILLER-ANDERSON: And so, we would essentially not have to be here on a second day for a long meeting because the other two would've already had their individual, right?

COUNCILPERSON HUBBARD: Right. Absolutely.

CHAIR PRO TEM MILLER-ANDERSON: So everybody is having an individual Agenda review...

COUNCILPERSON HUBBARD: Win, win.

CHAIR PRO TEM MILLER-ANDERSON: No.

COUNCILPERSON DAVIS JOHNSON: That is not [inaudible] entire Council.

[Chuckles and inaudible comments]

COUNCILPERSON HUBBARD: We don't have...

CHAIR PRO TEM MILLER-ANDERSON: I'm just mak'...

COUNCILPERSON HUBBARD: ...[inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: No. I just...

COUNCILPERSON HUBBARD: ...we definitely [inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: ...summarized what...

COUNCILPERSON HUBBARD: [Inaudible].

COUNCILPERSON DAVIS JOHNSON: No.

CHAIR PRO TEM MILLER-ANDERSON: ...what we were saying. I just did a summary of what we just said.

COUNCILPERSON HUBBARD: I gottcha.

COUNCILPERSON DAVIS JOHNSON: I absolutely...

CHAIR PRO TEM MILLER-ANDERSON: That's what...

COUNCILPERSON DAVIS JOHNSON: ...[inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: ...it sounds like. That's what...

COUNCILPERSON DAVIS JOHNSON: Absolutely understood.

CHAIR PRO TEM MILLER-ANDERSON: That's what it sounded like. Okay.

MAYOR MASTERS: Okay. Mr. Chairman, you ready?

CHAIRPERSON DAVIS: Nope.

MAYOR MASTERS: Ready for me to make my comment?

[Chuckles]

MAYOR MASTERS: I really want to see us have more unity and, and, and to move towards unity, we can disagree and, and not be disagreeable and respect everybody's o'..., opinion and, and, and to continue to be transparent but I want to, uh, I mean, having something one time ain't gonna hurt and kill anybody. I mean, I don't mind coming one time but that'll be my one time and one time only.

[Chuckles]

MAYOR MASTERS: Because I have been very clear, I cannot participate in a public forum like Agenda review without the public having input. Point, blank, period.

And, and [sigh], this is what I'm talking about, it's..., we've spent 45 minutes, or longer, on deciding whether we're gonna have Agenda review or not. That's...

[Inaudible audience comments]

MAYOR MASTERS: ...a yes..., that's, that's a yes or no. You know? And we should..., you know, and that's what I..., that bothers me that we spend a whole lotta time [stammer], we're gonna spend it on the front end, the back end and come back and spend it again. So that's why I've been very honest with you.

So, my question is..., let me..., I do have one question. Does anyone know whether the, the county has Agenda review?

COUNCILPERSON DAVIS JOHNSON: Of course the county has Agenda review.

CHAIRPERSON DAVIS: Mhmm.

COUNCILPERSON DAVIS JOHNSON: And its county reg'..., its, its Agenda review is during the day. The first leg of the Agenda review is done with the legislative assistants, the legislative assistants for the commissioners and they review the Agenda and they take the Agenda page by page under the guidance of the county administrator. And then, throughout the day, the second phase of Agenda review is the individual briefings with the commissioners and the county administrator and her team goes and speaks with each one of the commissioners with regards to an'..., the Items on the Agenda and any other concerns that, that a commissioner may have.

MAYOR MASTERS: And that's something that you could support..., that you, do you support that? I mean, that's what..., basically, it's for the individual and the

legislative assistants kinda clear the water first and then, after that, it's a follow through with the legislators, if necessary.

COUNCILPERSON DAVIS JOHNSON: I don't think that we are equipped, at this point, as it relates to individual Staff...

MAYOR MASTERS: Right.

COUNCILPERSON DAVIS JOHNSON: ...in order to be able to do that.

MAYOR MASTERS: But the principle, is what...

COUNCILPERSON DAVIS JOHNSON: The principle...

MAYOR MASTERS: Is the same?

COUNCILPERSON DAVIS JOHNSON: ...that..., the pr'..., the principle that I support...

MAYOR MASTERS: Individual.

COUNCILPERSON DAVIS JOHNSON: ...is having an individual...

MAYOR MASTERS: Right.

COUNCILPERSON DAVIS JOHNSON: ...review, not coming out for a second meeting...

MAYOR MASTERS: Right.

COUNCILPERSON DAVIS JOHNSON: ...and, and that's, that's what I can support.

MAYOR MASTERS: Yeah, that's with me, that's where I'm at.

COUNCILPERSON DAVIS JOHNSON: Thank you, sir.

MAYOR MASTERS: Thank you, sir.

CHAIRPERSON DAVIS: Alright.

MAYOR MASTERS: And ma'am.

CHAIRPERSON DAVIS: So...

[Inaudible dais comments]

CHAIRPERSON DAVIS: ...with that all being said, we all said a lot.

[Inaudible dais comment]

CHAIRPERSON DAVIS: Agenda review is definitely needed but let's sit back and come up with some dates by the next meeting to come back and make some recommendations. That way, we can kinda figure out what you have and what

Councilperson Hubbard has and what the others may have and then we can kinda go from there.

CHAIR PRO TEM MILLER-ANDERSON: I'm open either way...

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: ...pretty much.

CHAIRPERSON DAVIS: Alright. That's the end of that causes we don't even really need to call a vote for that. At this time, if you don't mind, we've had a lot of questions about shootings. I wanna call, um, our, our police chief, Chief Clarence Williams up to the mic to maybe give some type of brief status report on where we are, as a City, how wonderful we're doing.

POLICE CHIEF WILLIAMS: Good evening, Mr. Chair. Clarence Williams, Police Chief. Thank you so very much for this opportunity.

[Inaudible dais background comments]

POLICE CHIEF WILLIAMS: We have experienced, over the past 45 days, a spike in shooting offenses. Nine of the twelve shooting offenses have been perpetrated by the same 8 to 10 individuals. Our investigation, we have zeroed in on the targets. The investigative noose is tightening. As a result, since the senseless homicide of the 16 year old young lady, those persons who have become the targets of our investigation have, uh, needless to say, cease their activities. And, as a result, it seems to be a bit more quiet in our City. What we've discovered and what we continue to discover, is that the young people who engage in [pause] the violence activities have been exposed to the criminal justice system more than once. If locking them up were the answer, we would have resolved the issue a long time ago.

What we do, as a police department, is thoroughly investigate those offenses and we enjoy great success in bringing those persons who are responsible for those activities to justice. With the most recent homicide and the most recent shootings, I see us doing similar kinds of things. In addition, we have, and are preparing and we've met with individual Council Members and we have prepared some recommendations and a plan moving forward that we think will have a substantial impact on criminal activity in our City, and in particular, some of the violent activities in our City, targeting individuals who engage in those activities, specifically. The proposals that will be brought forth are scheduled to come forth toward the end of the month, are going to involve a holistic look at what causes some of our issues, examining some of the infrastructures and doing what law enforcement can do in partnering with the community in order to make a difference. So, we'll be presenting those, uh, those things to Council, as we've indicated, when we talk with certain individual Members moving forward.

We anticipate arrests here shortly, without divulging investigative information that would hamper our abilities moving forward. It is a shame because the persons that are engaged and have been engaged are young people and it's unfortunate but I find myself, as the police chief here of late, requesting that our State Attorney file adult

charges against individuals who we found that have been involved in these instances more than once and most of these individuals, that we're targeting now, have extensive records, including weapons and, um, the common theme that is going through this is that these young people feel hopeless, they don't have employment opportunities, they don't have access to health care, they don't have access to education and they've raised themselves on the street. They're 16, 17 and some just turning 18 years old and, as a result of their activities, we're going to be..., they're going to be looking at spending the better part of their lives in, in jail. But that's, that's the investigative end of it. The addressing and preventing, if you will, violent crime is going to be and going to take a community effort but I don't know how you prevent individuals who want to harm each other from doing that. They're just gonna find the opportunity to do it. On the front end, giving them alternatives to resolving their disputes through the barrel of a gun is what we should be looking to try to do as a community and as a government.

MAYOR MASTERS: Mr. Chair? I have...

CHAIRPERSON DAVIS: Mayor.

CHAIRPERSON DAVIS: ...a couple questions for the Chief, a couple comments. Chief, would you respond to some of the criticism from the public that seem to think that you have not been as vocal or visible and have made any public statements regarding the spike in crime in these last days that you have mentioned. I know that there has been a death in your family, I know that other extenuating..., but I think that you might take this moment to respond to that type of criticism. A lot of it has been from the media, as you know.

POLICE CHIEF WILLIAMS: Well, Mr. Mayor, I've been focused on doing my job and really, I have not heard any of that criticism. I am, and have been, probably one of the most accessible police executives, not only in the City but in this county. Our profile is, is high. There's not a church in Riviera Beach that I'm not in on a Sunday, there's not a store that I don't shop in during the week within this community. I live and reside in this community. What ef'..., what effects this community, affects me. I am..., don't consider myself an outsider. I've buried my daughter, right here in this..., in, in this county and I buried my mother right here in this county and in this City and my grave is right next to my mother's grave. So, if I get to heaven, it's gonna be through Riviera Beach.

[Comments and chuckles]

POLICE CHIEF WILLIAMS: So, we're doing, uh, we're doing, you know, all that we can do. I, I run a, a top notch police department. In my humble opinion, the men and women of our police department are working extremely hard and they resolve most of these issues. The criticisms that I haven't been available, I have not heard. I cannot run and conduct these complex investigations in front of a camera, it just can't be done. Um...

[Clapping]

POLICE CHIEF WILLIAMS: So, we, uh, we, we will continue to be responsive and I am the head of the agency and the ag'..., and, and as such, the buck stops on my desk and if there's a failure in the agency, it's my failure and I take full responsibility for it but I have not heard any of those, those...

MAYOR MASTERS: Yeah.

POLICE CHIEF WILLIAMS: ...criticisms.

MAYOR MASTERS: I just wanted to give you an opportunity to respond because whether you heard or not, we all get criticism. Some of it's constructive and some of it isn't and many times we're not there to respond and others respond in.., for us or think that they have an answer but no one speaks better than you do, for the police department. And you have [inaudible].., I know that but I wanted you, since Channel 18, I wanted other people to know what your.., what you've been doing, you know? And that's good to have that opportunity.

Cause, um, the other question I wanted to ask in.., as it relates to while you're here, last night, yesterday, the media, we received emails that there were some suspects, uh, people of interest that was detained and yet, then we received another update and we, personally, we have, and then through the media that they were let go. Can you respond to that?

POLICE CHIEF WILLIAMS: Yes, sir. We...

MAYOR MASTERS: For the public, for.., from your, from you.

POLICE CHIEF WILLIAMS: Certainly. I can share information that won't jeopardize the, uh...

MAYOR MASTERS: Okay.

POLICE CHIEF WILLIAMS: ...the investigation.., As I said, our detectives and officers are leaving no stone unturned and the individual that we were looking for, that ran from us, had.., was a person of interest and the questioning of our most recent homicide. In addition to that, we had an open warrant for him for selling drugs. We had just executed a search warrant at his home and he wasn't there but we recovered firearms and drugs. So, he was a person of, of interest. We saw him later and the officers pursued him and we were able to question him in relation to the most recent homicide and the information that we learned from that, uh, didn't warrant us holding him beyond the charges that we had, the drug charges and the vehicle that he was in.

MAYOR MASTERS: And just one final comment, Mr. Chair and, and the Chief, this'll just take a minute. I, I know that we have used the term, 'Checkpoints' before in, in law enforcement, um, in our City and we've had them before. Some people [chuckle], seem to think that's the same as a stop, search.., frisk and search, but it's not, as you know. Would, would you just briefly explain that when there are checkpoints, wherever they may be in Riviera Beach, what is the purpose and what do they do, basically?

POLICE CHIEF WILLIAMS: Well the law permits us to have checkpoints for certain prescribed violations. When we establish our cert'..., our checkpoints, they are established consistent with existing state law and we, we conduct them that way. But, uh..., and our search warrants..., I mean, our sorry, our...

[Inaudible dais background comment]

POLICE CHIEF WILLIAMS: ...checkpoints, that we will establish, will be established consistent with state law.

MAYOR MASTERS: I just wanted you to clarify that because that's not a, a means to.., as New York P.D. did and others, stopping and just frisking people, just...

[Inaudible dais background comment]

UNK: Profile.

MAYOR MASTERS: ...as... Yeah. Profiling, that's not the same thing.

POLICE CHIEF WILLIAMS: No. The...

MAYOR MASTERS: And I just wanted you to clarify that.

POLICE CHIEF WILLIAMS: The establishment of checkpoints...

MAYOR MASTERS: [Inaudible].

POLICE CHIEF WILLIAMS: ...are statutorily prescribed and we will follow the statute as it relates to the, the establishment of checkpoints that also...

MAYOR MASTERS: Also have to be published.

POLICE CHIEF WILLIAMS: ...includes... That also includes a, an, a, a way for people to avoid the checkpoints. We have to also provide, if you don't wanna go through the checkpoint, a way not to...

MAYOR MASTERS: Not to go...

POLICE CHIEF WILLIAMS: ...go through the checkpoint.

MAYOR MASTERS: And they have to be published...

POLICE CHIEF WILLIAMS: That's probably too much information but that's...

MAYOR MASTERS: [Chuckle – inaudible].

POLICE CHIEF WILLIAMS: But that's consis'...

MAYOR MASTERS: Well, you already said it...

POLICE CHIEF WILLIAMS: That's consistent with the law and so we...

MAYOR MASTERS: But it does have to be published...

POLICE CHIEF WILLIAMS: But anybody can read the law. [Chuckle].

MAYOR MASTERS: And it does have to be published where...

POLICE CHIEF WILLIAMS: Absolutely.

MAYOR MASTERS: ...they are?

POLICE CHIEF WILLIAMS: Yes.

MAYOR MASTERS: Thank you, Mr. Cha'.., Mr. Chair. Thank you, Chief.

[Inaudible audience background comment]

CHAIRPERSON DAVIS: Chief, thank you for your report. Does anybody got any questions for the Chief of Police? Thank you.

POLICE CHIEF WILLIAMS: Thank you, Mr. Chair.

DISCUSSION BY CITY ATTORNEY

CHAIRPERSON DAVIS: Now that we're done the Agenda, we're going to go to discussions by our City Attorney? Anything?

CITY ATTORNEY DEGRAFFENREIDT: I have nothing to discuss with you.

CHAIRPERSON DAVIS: Thank you, sir.

MAYOR MASTERS: Other than Happy New Year.

CITY COUNCIL COMMITTEE REPORTS

CHAIRPERSON DAVIS: City Council committee reports, any committee reports? From anyone? No?

CHAIR PRO TEM MILLER-ANDERSON: Um...

CHAIRPERSON DAVIS: Vice Chair?

CHAIR PRO TEM MILLER-ANDERSON: I'll do it in my comments.

CHAIRPERSON DAVIS: Okay.

STATEMENTS BY THE MAYOR

COUNCILPERSON PARDO: Mr....

MAYOR MASTERS: Thank you, Mr. Cha'...

COUNCILPERSON PARDO: ...Chair?

CHAIRPERSON DAVIS: [Stammer], Mayor and then Council.

COUNCILPERSON PARDO: Alright. Can we hear from the City Manager first?

CHAIRPERSON DAVIS: Well, I was gonna go to him. I have it on my card so we'll get to that point.

MAYOR MASTERS: Mr. Chair, I just wanna quickly announce but I wanna give... yield my time but I do wanna quickly announce that the funeral of the young lady that was killed that the Chief was referring to in our City, Kayla, I think her last name is, is it Dennard?

[Inaudible comment]

MAYOR MASTERS: Dennard. Will be Friday. The public viewing is at 11:00 a.m.

CHAIRPERSON DAVIS: [Inaudible background comment].

MAYOR MASTERS: And then following the public viewing, the family has asked the Mayor to officiate the public service, uh, Celebration of Life service at St. James. And that's on what, 35th Street? And that will be Friday. Mr. Chair, there was a young man in the parking lot that was coming up when I was coming in. I misled him in thinking that the, unintentionally, of course, that the time for public comment was 7:30. I didn't tell him that it could come before so he missed it. So, I would like to yield my time to Mr. McCray, is it? Thank you, Mr. Chair.

CHAIRPERSON DAVIS: Hold on. [Pause]. Hold on, hold on. Mayor. Are you asking the Board this?

MAYOR MASTERS: I can. Yes.

CHAIRPERSON DAVIS: Is everyone...

MAYOR MASTERS: I will ask the Board...

CHAIRPERSON DAVIS: ...everyone's comfortable?

MAYOR MASTERS: ...will they allow Mr. McCray...

COUNCILPERSON PARDO: I'm fine with it.

CHAIRPERSON DAVIS: As long their comfortable. I just wanna stay in order.

MAYOR MASTERS: That's fine.

CHAIRPERSON DAVIS: Yes, sir. Mr. McCray.

MAYOR MASTERS: He, he can have my time. Thank you.

CHAIRPERSON DAVIS: Okay.

MR. W. MCCRAY: William McCray. I'm a lifetime resident of the City of Riviera Beach. I was born and raised in Riviera Beach. And I grew up here. I have family and friends who still live here, I have a vested interest in the City. I just want to let you

know, a few hours past midnight, on December 3, 1984, an accident occurred at the Union Carbide Corp., a subsidiary of Dow Chemical Company. Water leaked into a tank containing highly volatile chemicals setting up a mass exothermic reaction that couldn't be contained. The chemical cloud, which contained these gases, killed thousands of people. It filled the city streets, hospitals and make-shift morgues. Thousands were killed, nobody knew why. Yet, worse to follow. In the three decades since, up to 25,000 people have died, 500,000 have suffered various ailments of cancer, tuberculosis, birth defects, among others. This is a child, one of the people who died. I don't wanna see some of my people, in the City of Riviera Beach, die. It appears that, since our early days as Africans, we've had sellouts, we've had people sell us into slavery. They sold us and they sent us away on ships to be slaves. We've had people..., Jesus got sold out for 30 pieces of silver. I'm tired of seeing black people sell black people out. I'm sick of it. And I, I'm, I was astounded, I was here when the public comment was going on and I tried to turn in a card, Chair, and you didn't..., you said no. The City of West Palm Beach is a very racist city and my first amendment rights were violated there and I was astounded that someone would want..., not want to recognize those amendments here, my rights here.

I, I would suggest that, if we're gonna build a chemical plant, maybe we should put 'em on Singer Island. Let's put it there. Let's put it in a white neighborhood. Let's stop the economic and the pollution racism against black people in this City and around the country. Let's stop that. Let's stop allowing big money to fill people's pockets. Okay? And another thing that you may not have contemplated, 400 plus thousand gallons of chlorine makes that a terrorist target.

UNK. AUDIENCE: Amen.

MR. W. MCCRAY: Somebody blow that up...

UNK. AUDIENCE: Amen.

[Inaudible audience comment]

MR. W. MCCRAY: Does this City have deep enough pockets to pay every child, every person who's killed by that kind of event? Are you gonna Staff it with 15 officers to protect the citizens of Riviera Beach? Are you gonna Staff it to do that? I don't think you are. If somebody sabotages that, a terrorist..., you're puttin' a, a target on the City of Riviera Beach, to kill this City, a plume of toxic gases that could fall over the City and wipe it out, your kids, my kids, my family, your family. It's too big a risk.

MAYOR MASTERS: McCray, you better...

MR. W. MCCRAY: Let 'em...

MAYOR MASTERS: ...wrap it up.

MR. W. MCCRAY: ...build it in Tampa. We really need to rethink this. Don't sell the people out. We're tired of being sold out by fake politicians.

[Beep]

MR. W. MCCRAY: And please don't violate first amendment rights.

Thank you.

CHAIRPERSON DAVIS: Excuse me, Mr. Cray. I don't normally address public comment but I wanna make sure that we address, on our card it states, 'Public comment shall begin at 7:30 p.m. unless the City Council, which at the event it shall begin sooner.' We finish business. At that time, we stop receiving public comment cards. I wanna make sure I stick to the order cause if I allow you to do it, I have to continue to allow people to come into this meeting.

MR. W. MCCRAY: It was still going on, Mr....

CHAIRPERSON DAVIS: No.

MR. W. MCCRAY: ...Davis.

CHAIRPERSON DAVIS: No.

MR. W. MCCRAY: That needs...

CHAIRPERSON DAVIS: Once we...

MR. W. MCCRAY: ...to be revisited.

CHAIRPERSON DAVIS: ...read public comment..., comment, it's done.

MAYOR MASTERS: It's done.

CHAIRPERSON DAVIS: That's how we do business here and I wanna stay consistent, with all due respect. I will...

[Inaudible audience comment]

CHAIRPERSON DAVIS: ...ex'..., if you have some time after the meeting, I will sit down and hear your concerns and questions so we can address protecting the City of Riviera Beach.

MR. W. MCCRAY: I appreciate that.

CHAIRPERSON DAVIS: Thank you, sir.

MAYOR MASTERS: Mr. Chair...

CHAIRPERSON DAVIS: [Inaudible]...

MAYOR MASTERS: ...let me, let me pass my time on. I just wanna thank..., thank the Council for allowing him to speak. I totally...

[Clapping]

MAYOR MASTERS: ...agree with the getting the poison gas from not coming into Riviera Beach.

[Applause]

MAYOR MASTERS: Thank you. I support you 100%.

CHAIRPERSON DAVIS: Um...

MAYOR MASTERS: Thank you, Mr. Chair.

CHAIRPERSON DAVIS: [Stammer], I, you know, I said I'm gonna come to this meeting on the 1st [inaudible] to conduct a business meeting. A business meeting and I'm not gonna politic and campaign on the backs of people about the truth and facts.

MAYOR MASTERS: I'm not running for office for three years.

CHAIRPERSON DAVIS: Okay? Now, let's deal with this issue. This was...

[Inaudible comment]

CHAIRPERSON DAVIS: ...our time, the Mayor's time to talk about what he had to speak about. If you don't wanna say anything, pass it all the way down but don't bring the public cause other than that, we'll be pulling people all night. That's not fair to our business. Please respect the order on how we conduct business in this City. People have opinions and I respect their opinions, whether I agree with 'em or not, and I will continue to respect how the feel.

STATEMENTS BY CITY COUNCIL

Now, we will go down to Councilperson Pardo and we'll work our way and we will finish with the City Manager.

MAYOR MASTERS: Remember, the Council voted to give him time. Thank you.

CHAIRPERSON DAVIS: No. You, you offered it.

COUNCILPERSON PARDO: Okay. Thank you. I'd like to start off by thanking everyone that came out to the Toy Drive on December 1st. We received hundreds and hundreds of toys. I'd like to thank the Riviera Beach Fire Department, our Police Department and especially Public Works for assisting me. You know, every year they go above and beyond and I truly appreciate it and I know the children in the City appreciate it. I would also like to thank Councilwoman Davis Johnson for allowing me to partner with her and Ms. Dawson in a program, just prior to Christmas. We went over to George Street Park and...

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

COUNCILPERSON PARDO: ...Ms. Dawson and her great volunteers cooked a phenomenal dinner, for the children. The Fire Department showed up, our police officers were there, a gentlemen from Public W'.., and we also had Public Works there

once again. And a gentleman from Public Works was the Santa and when he.., and he jumped off the fire truck and, you know, we had just dozens and dozens of kids jumping up and down and so happy to see Santa. And through the efforts of Councilwoman Davis Johnson and myself, we were able to provide toys to all of those children, toys and books and socks and hats and all kinds of great things.

So, um, so, to all of you, I, I really appreciate it. And, to all of the residents and our great businesses who have partnered with me through the years, I'd like to thank them too. And I really hope that the children here, in Riviera Beach had a good Christmas. And, yeah. So, it was great, thank you all.

[Applause]

COUNCILPERSON PARDO: Thank you, Ms. Dawson. You're the angel here. You and your volunteers. And Ms. SHEPHERD, all of you. I really appreciate all of you and the children do too and, um, to see what you do week after week, it's just incredible and more people need to see that.

The.., and, you know, and everyone, Happy New Year. It's gonna be a great New Year, like we said at our last meeting. I have a question for Mr..., for our City Manager. Can you just tell me briefly what's going on with the PBA contract? When is that coming to us? Have they voted? What's going on with it?

INTERIM CITY MANAGER JONES: In the middle part of December, or early December, we came to a final agreement on all the Articles that were involved or are open in the contract and, the membership, they have to vote on the contract prior to it being brought before Council. We thought we would be able to get that done before the last meeting, it didn't happen. Hopefully, we'll have it by the next meeting or the first meeting in February.

COUNCILPERSON PARDO: Okay. So you all are working together?

INTERIM CITY MANAGER JONES: We've...

COUNCILPERSON PARDO: The attorneys are working and...

INTERIM CITY MANAGER JONES: Yes.

COUNCILPERSON PARDO: Everything.

INTERIM CITY MANAGER JONES: All the issues involved.., Articles involved in the contract are settled and agreed up'.., temporarily signed off and agreed upon.

COUNCILPERSON PARDO: Okay. Fine. Alright. That's all I have. Thank you very much, Madam Chair.

CHAIRPERSON DAVIS: Hubbard, your show.

COUNCILPERSON PARDO: Oh, I'm sorry. Mr. Davis, I didn't see you sitting there.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

[Inaudible dais background comments]

COUNCILPERSON PARDO: Well, he's sitting back.

[Inaudible dais background comments]

CHAIRPERSON DAVIS: Okay. Hubbard.

COUNCILPERSON HUBBARD: Okay. I too would like to thank Ms. SHEPHERD and Ms. Dawson for the wonderful things that they did with the kid'. We took our gifts to the volunteers, to Ms. Dawson and her volunteers because it is an incredible thing that they do and we wanted to show our appreciation to them for the things that, that they did and we will con'..., continue to work with them and help to support them in any way that we possibly can. So, I too thank you for what you're doing with the children.

So..., and, the other thing that I would like to, to point out this evening is, when we talk about the crime and the, and the deaths of the children and we ta'..., and, and some of the ideas that were given was jobs and economic opportunity for the kids. I agree wholeheartedly that that's one of the things that need to happen. But what we have to do is embrace the commitment to create [pause] a better quality of life and economic opportunities for the residents of Riviera Beach. We're not gonna be able to have it both ways. Say that we want economic opportunities for the children and their families and give the jobs continually to people outside of the City of Riviera Beach and the contracts to people outside the City of Riviera Beach. What we have to do if we're talking about being real and being serious, some of the things that we have to do is create policies and procedures that are gonna legally allow us to make sure that the residents and the businesses of Riviera Beach get those contracts, get those jobs. When you..., when..., and it has to start here in City Hall. We have to create equity within City Hall. When we have people layin' tile, painting, laying grass, doing sprinkler this, that and the third, and are not from the City of Riviera Beach and yet, we have those people here, in the City of Riviera Beach... We can't be re'..., serious about wanting to create economic opportunity for those children, so that they will have a better quality of life and other things to do and they then won't kill themselves.

I mean, we are, we are then speaking from a..., just a position of emotion if we won't really put our, put our [pause] power and our authority where, where we can to create economic opportunities, jobs, decent living wages, opportunities, contracts. When we take votes that send all that stuff outside of the City of Riviera Beach, we aren't helping those kids at all. We aren't giving those children access to opportunity. So, that's what we have to do, we have to create the political wheel inside City Hall and we have to embrace that commitment to create opportunities here in'..., inside City Hall. The..., it starts here with us if we're ta'..., if, if we're goi'..., if we're talking about that. True enough, it all starts with your parents, it starts at home but I'm talking about from the standpoint if we're gonna hold law enforcement responsible, if we're gonna talk about holistic approaches, if we're gonna talk about real solutions and that we..., and, and that we feel they're economic solut'..., the answer's economics, then let's make some real economic decisions.

So, that's what I would implore all of us to do as, as residents, to come to the Council to speak on that matter to encourage and plead with the Council to do those, those types of things so that we can have dollars, opportunities and businesses here in the City Hall.

And, I wish a Happy New Year to all.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON DAVIS JOHNSON: Thank you, Madam Chair. I too would like to give a round of applause to Ms. Dawson, the Concerned Mothers and the Southside Coalition for the work that they do.

[Applause]

COUNCILPERSON DAVIS JOHNSON: It was, and it is, always a pleasure to come into the community, and naturally I'm partial because it is District 3 and we want to make sure that our children are growing and thriving and, you know, not just at Christmastime because we are there year 'round and they are being cared for and mentored and I agree with a comment that was made earlier. You know, we saw the parents at Christmastime but we need to see the parents during the year. And so, that is something that I will work with Mrs. Dawson and her team on because we've got to encourage them because they model the paren'..., the, the parent's behavior. So, kudos to Staff, to all of the volunteers of the organization. Ms. Pardo, it was a pleasure partnering with you and I look forward to partnering again. And, you know, we really have to look at other opportunities outside of the giveaways, we need to look at mentoring programs and opportunities for our children to experience things that they don't normally get an opportunity to do. And so, we just need to make sure that there is a commitment to that.

The Youth Council, I believe that I asked before the end of the year to be able to take the lead on establishing the Youth Council and I just wanted to make sure that this Board was in support of that so that I can go ahead and move forward with gathering the information on creating the Council because we need to, uh, I think that that is also another way that we can engage our youth by inviting them, and not just the kids that are thriving and exceling, we need those kids that may have some challenges that...

CHAIR PRO TEM MILLER-ANDERSON: Absolutely.

COUNCILPERSON DAVIS JOHNSON:can get in to relationship with us and with other leaders of the community. So, that was something that I wanted to make sure that I did get, was the approval to move forward with the Youth Council for the City.

And then, we will have information forthcoming with regards to the Community Center, we are working. Councilperson Hubbard, Councilwoman Hubbard, back, prior to both of us winning our seat, that, that District did give dollars towards the Community Center so we will review the plans and we will move forward. We want to be able to plan a groundbreaking and, and do all of the things that are necessary so that we can begin building. So, we will be in contact with you, we will share information as it becomes available.

And then, Mr. Jones, I would like to have a conversation about the UPS trucks traveling through 13th Street. That is a continued concern. We had, um, we addressed it some months ago but it seems that the traffic has picked up and I'm running into the traffic as I'm leaving for work so I understand fully the dilemma that the residents have because they're coming through in the morning, when there's school and then I don't understand why there's only one, one sign on one side of the street and there are no others. But certainly, we need to work with UPS and [inaudible] them. I get that Blue Heron is busy, I get that Australian is busy but we need to work together in partnership to relieve that community of those trucks coming through. And it's not one or two.

INTERIM CITY MANAGER JONES: Will do.

COUNCILPERSON DAVIS JOHNSON: Thank you, sir.

INTERIM CITY MANAGER JONES: Sure.

COUNCILPERSON DAVIS JOHNSON: Happy New Year, everyone.

[Clapping]

CHAIRPERSON DAVIS: Vice Chair Miller-Anderson.

CHAIR PRO TEM MILLER-ANDERSON: I just wanna say Happy New Year to everyone. Also, I would like to.., I was going to mention in the.., with the committee update, was.., I mentioned last meeting that I was on.., I was selected to be on the Human Development Advocacy Committee with the National League of Cities and we had as phone conference today speaking of a number of issues but one of the issues that I though pertained to us in particular was the, um, we're trying to push an initiative for gun violence to be considered a public health crisis as they're doing with the heroin epidemic that's occurring. And, and with that, we're hoping to gain federal funding through that initiative. So that's something I thought that would help out a lot with the City of Riviera Beach. [Stammer], one of the elected officials that was on the conference was actually from Cleveland and he expressed the same sort of issue and someone from Chicago was on the line as well. So, I, you know, it's not just here, it's everywhere and they're all feeling the same exact sentiments that we're feeling but we're, we're pushing to see that this becomes recognized as a public health crisis, just as they are now pushing heroin as a public health crisis. It would've been nice if, you know, during the crack days that would've been brought up but it was not but, you know, as.., we're dealing with gun violence so that's one of the issues that we're pushing to see if we can get that on a federal level to be recognized as such so that we can get something done about it. And that would help us here at the local level.

The other.., I want to say, due to the, the, the rash of shootings that we were having, I, I did come to the press conference that Mayor Masters did have earlier in the.., on, well, it was last week now. But, in response to the shootings, I've been speaking with Mr. Jones, as well as some of the members of the police department in regards to what had been taking place and, um, and through that conversation I, I asked to go on a ride along with one of our cops for a day. And I had the opportunity of doing that on yesterday. I did a whole eight hour shift with the police department on yesterday.

[Clapping]

CHAIRPERSON DAVIS: So that's where you was at.

CHAIR PRO TEM MILLER-ANDERSON: That's where I was. I was involved. I, I heard the two chases that was going on and...

CHAIRPERSON DAVIS: Jump out?

CHAIR PRO TEM MILLER-ANDERSON: It, it, it was interesting.

MAYOR MASTERS: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: I.., hey, I was ready. I was ready.

[Chuckles]

MAYOR MASTERS: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: But what I do wanna say is thank you to Mr. Jones for one, arranging that for me to do and, and Captain Nancy, for contacting all of those individuals for me. And, and a special thank you to Officer King. She's one of.., she's still considered a rookie, right?

UNK: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: She's about 18 months on the job. Um, very, very nice young lady. She wa'.., I was her special detail. So, she was with me on yesterday, the whole time, um, you know, any questions. I went through many departments. I had an opportunity to meet our crime scene lab technicians. They are so enthused about their job and they, they really did a wonderful job explaining what it is that they do. As well as, I met several detectives and they walked me through what it is that they're doing. Everyone did a wonderful job. I had an opportunity to spend about an hour and a half in the.., monitoring the, the cameras.

MAYOR MASTERS: SKY1.

CHAIR PRO TEM MILLER-ANDERSON: The SKY1. And, um, that was very interesting to say the least. But, I just wanna thank everyone that I did come in contact with on yesterday, as well as the citizens. We had a.., Officer King does a really nice job of community policing and that is something, you know, I'm not sure if all officers are having the opportunity to speak to the community, the neighbors as they're, they're patrolling but they knew her. And I thought that was great because a lot of times she would call at them, 'I'm, I'm doing good, Officer King.' You know? And even a little kid we, we saw over on Singer Island. He was about eight or nine years old and he was over there by himself and he lives over here on this side. But she said that he travels a lot on his own, just kinda wander around and he was over at the Ocean Mall and she, you know, she gave him a cu'.., couple things 'cause she said, 'I don't want you to be in the store taking things. So, I will give you something.' And so she did give...

CITY ATTORNEY DEGRAFFENREIDT: [Chuckle].

CHAIR PRO TEM MILLER-ANDERSON: ...him a few items. So, she's really connecting with the community and I, I, I certainly would love to see 100% of all officers doing the exact same thing because it's all about building relationships and, and I think in order for us to cut down on crime as well, it is for us to increase our community policing. So that's certainly something I want to make sure that we're puttin' a focus on as well.

And the other issue, I notice that.., well, in today's.., when we reviewed the, the Ordinance, the zoning that we, we looked at, a lot of our Ordinances are beyond 40, 50 years old.

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: And, you know, I think we.., one of the things I want to do this year is to really look into our Ordinances and... Because, one of the things.., and speaking of the bleaching company and the dollar stores and Dollar Trees and Family Dollars, a lot of the, the Codes are just not up to date. I mean, and it's putting us in a position where we're [stammer] we don't want it here but, you know what, we haven't done anything on the policy side to say we don't want it here. So, I think that's something we need to try to do, spend a little more time on and I definitely will be bringing this up to look at some Ordinances that we wanna revise. Maybe there's some Ordinance that we wanna put into place that don't even exist on the books at this time but I, I think we really need to spend a, a great amount of time of, at least every meeting or every other meeting, putting Ordinances or, or reviewing some.

CHAIRPERSON DAVIS: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: You know? Because they're, they're about 50's, 40, 50 years old. [Pause]. Yeah, you had a question?

CHAIRPERSON DAVIS: No. I just wanna...

CHAIR PRO TEM MILLER-ANDERSON: Oh.

CHAIRPERSON DAVIS: ...piggyback off of what you're stating. The earlier Item.., earlier Item 8, that's what Jeff Gagnon was talking about and...

CHAIR PRO TEM MILLER-ANDERSON: Right.

CHAIRPERSON DAVIS: ...that's the responsibility of Planning & Zoning. They want us.., they wanna kinda reel back and really attack these issues for zoning, those Codes, so they can make those recommendations to us.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: And, and really be.., they have a really good working Board there. I, I must admit, over the last three years of me watching that Board come together, they have a few new members, but the heart of that Board that's been

together for some time, they've been doing a wonderful job as far as ready to take that, that responsibility...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...so we can support them, together, as a, the two Boards.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: So, let's try to find a way to really support them even more...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...on some of the things that they may need from a Planning & Zoning [inaudible] as far as addressing those Codes and recommendations to this Board that we can also support and approve.

CHAIR PRO TEM MILLER-ANDERSON: Okay. And, and just last, I want to be sure to put my.., make sure the public is aware of my cell number. I have not had an assistant for a little while but I should have one probably in a couple weeks but my cell number is 561-444-5192. I'm not here in the office every day so you will be able to contact me a little quicker if you use my cellphone, 561-444-5192. And, if you would like to have email updates from District 2, you can email me and I will put you on my distribution list at kmiller@rivierabch.com. And you will be able to get updates from District 2 via email.

And I think that's it.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIR PRO TEM MILLER-ANDERSON: Happy New Year.

CHAIRPERSON DAVIS: Awesome. Um...

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: I am.., thank you for this time. I want to.., I forgot to announce that we will have a Day in the Park with Councilwoman Davis Johnson. We will be at Lone Pine Park on January 28th from 10:00 a.m. until 1:00 p.m. City Staff will be there but we will also talk about the issue and concern that that community has with the regards to the widening of Haverhill Road that abuts the property. So, that's January 28th from 10:00 a.m. until 1:00 p.m. in the Lone Pine Park.

CHAIRPERSON DAVIS: I'll be there.

COUNCILPERSON DAVIS JOHNSON: Thank you.

CHAIRPERSON DAVIS: Thank you. Just send us a reminder so we make sure...

COUNCILPERSON DAVIS JOHNSON: Yes, sir.

CHAIRPERSON DAVIS: So I can make sure I'll be there.

COUNCILPERSON DAVIS JOHNSON: I will make sure to pass...

CHAIRPERSON DAVIS: Alright.

COUNCILPERSON DAVIS JOHNSON: ...it out to everybody.

CHAIRPERSON DAVIS: At this time, I'm, I'm gonna defer most of my comments 'cause I sentiment a lot of the issues that you all have brought up tonight. Mr. Jones, I want you to kinda talk about what we discussed in our one-on-one meeting.

INTERIM CITY MANAGER JONES: Okay.

CHAIRPERSON DAVIS: Yes.

INTERIM CITY MANAGER JONES: Alright. First, before we get started on that, Chair, if I., I'd like to announce that State Attorney Dave Aronberg will be hosting a sealing and expungement workshop, February 2nd at the main courthouse, 1st floor cafeteria from 3:00 p.m. to 7:00 p.m. And if you want more information concerning the expungement, you can visit the State Attorney's website at www.sa15.org.

[Inaudible audience background comment]

CHAIRPERSON DAVIS: That's, that's Thursday?

INTERIM CITY MANAGER JONES: That's...

CHAIRPERSON DAVIS: February 2nd?

INTERIM CITY MANAGER JONES: I'm not sure the day, February 2, 2017.

CHAIRPERSON DAVIS: Thursday.

INTERIM CITY MANAGER JONES: Okay?

CHAIRPERSON DAVIS: Thursday [inaudible].

INTERIM CITY MANAGER JONES: And, February the 2nd, 2017.

CHAIRPERSON DAVIS: Did he send any information that we could probably put out [inaudible]...

INTERIM CITY MANAGER JONES: And I'll put it on Channel 18.

CHAIRPERSON DAVIS: Okay.

INTERIM CITY MANAGER JONES: We'll develop a flyer and put it on Channel 18.

CHAIRPERSON DAVIS: Okay.

INTERIM CITY MANAGER JONES: To make sure our citizens are aware.

I'd like to just announce that the City and CRA will be hosting a joint retreat on June 20th and 21st...

CHAIRPERSON DAVIS: January?

INTERIM CITY MANAGER JONES: January. January 20th and 21st.

CHAIRPERSON DAVIS: [Inaudible].

INTERIM CITY MANAGER JONES: I'm sorry. And, uh, the City Clerk will be noticing that meeting.

The Chair and I discussed the level of work that needs to occur in the next three or four months. Hopefully, we can start addressing a lot of the Items within the next 45.., 30 to 45 days. I've spoken with the majority of the Council and ask that we get a commitment from the Council to work on some of these very serious topics because they're time sensitive and some of 'em are revenue sensitive and we need to make movement on them. Just to identify some of those topics that we really need to work on would be Charter review, Comp Plan review and update, we need to discuss the Maritime Academy, Code Enforcement reform, Utility District improvements, Broadway corridor and Blue Heron corridor moratorium, zoning and density, stormwater and garbage charges possibly being placed on the tax bill, budget programming for 2017, DROP issue, the one cent per'.., one cent sales tax revenue, siting of the City Hall and City facilities, the Ocean Mall and the new tenants who are looking to absorb the lease at the Ocean Mall, the Procurement Code to address some of our economic opportunities for our local businesses and ultimately, the selection of your next City Manager.

So, we're asking a commitment from the Council for the next 30 to 45 days of meeting regularly and combining meetings just prior to City Council meeting to address some of the less sensitive topics so that we're able to get through these Items and get clear direction to Staff so that we can make the changes or address the issues in a timely fashion, that we become more efficient and effective as a governmental entity here.

CHAIRPERSON DAVIS: Thank you, Mr. Jones. I really appreciate that. That's something that's definitely, um, we wanna make sure we come out the gate running hard, well rested, time to move forward and, and keep this momentum going for the residents of Riviera Beach for the 2017 year.

I don't have anything else to say. I think what we all said tonight has been..., pretty much echo a lot of the same support, that we all have the same vision on what we wanna accomplish. And I see that the support's there to do that. We wanna continue to work hard, work hard before the meetings, come to them, make sure we come to the meetings prepared to mainstream so that we can allow the public to have ample amount of time to have their public comment and we can be prepared to vote and move through these meetings faster than ever, with the proper decision making, with the right resources and the support of Staff.

INTERIM CITY MANAGER JONES: So, my Staff will be reaching out scheduling meetings and, if we get the commitment from the Council, to host these workshops, many workshops.

CHAIRPERSON DAVIS: Mhmm.

INTERIM CITY MANAGER JONES: Or a, a few meetings before our regular scheduled meeting, maybe at 5:30...

CHAIRPERSON DAVIS: Mhmm

INTERIM CITY MANAGER JONES: ...on some of the less sensitive topics...

CHAIRPERSON DAVIS: Mhmm.

INTERIM CITY MANAGER JONES: ...so that we can get through these things in a timely fashion, that'd be good.

CHAIRPERSON DAVIS: Okay. At the time, I have no other comments. Happy New Year.

ADJOURNMENT

CHAIRPERSON DAVIS: Can I have a motion to adjourn the meeting?

COUNCILPERSON DAVIS JOHNSON: So moved.

[Gavel]

[End of meeting]

City Employees, Public Comment Speakers and Others

BONNIE LARSON.....MS. B. LARSON

ASSISTANT DIRECTOR COMMUNITYASST. DIRECTOR COMMUNITY
DEVELOPMENT JEFF GAGNON DEVELOPMENT GAGNON

MARGARET SHEPHERDMS. M. SHEPHERD

LLOYD BROWN.....MR. L. BROWN

CHARLOTTE DARVILLEMS. C. DARVILLE

GERRY J. DENNARDMR. J. DENNARD

STEVE WHITEMR. S. WHITE

DR. PHILIP DUKESDR. P. DUKES

ELIZABETH ROBINSON.....MS. E. ROBINSON

WILLIS WILLIAMSMR. W. WILLIAMS

POLICE CHIEF CLARENCE WILLIAMS.....POLICE CHIEF WILLIAMS
WILLIAM MCCRAYMR. W. MCCRAY

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: **FEBRUARY 1, 2017**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/1/2017

Agenda Category: CONSENT RESOLUTION

Subject: A resolution awarding Bid No. 851-17 to One Call Property Services, Inc. of West Palm Beach, Florida for the relocation of decorative streetlights along North Ocean in an amount not to exceed \$136,877.24; authorizing the Mayor and City Clerk to execute the construction services contract; authorizing the City Manager to approve change orders up to ten percent (10%); authorizing the Director of Finance and Administrative Services to appropriate funds in the amount of \$150,565 from the sidewalk improvement account to account number 301-1123-541-0-6301; authorizing the Director of Finance and Administrative Services to make payment for same from account number 301-1123-541-0-6301; and providing an effective date.

Recommendation/Motion: Staff recommends that the City Council approve the resolution

| | | | |
|-------------------------|----------------------|------------------------------|--|
| Originating Dept | Public Works | Costs | \$136,877.24 |
| User Dept. | Parks and Recreation | Funding Source | Account No. Base Fee Contingency Total 301-1123-541-0-6301 \$136,877.24 \$ 13,687.72 \$150,565 TOTAL \$150,565 |
| Advertised | No | Budget Account Number | Fund <u>000</u> Dept/Division <u>0000</u> Org. <u>000</u> Object <u>0</u> Reporting Category: <u>0000</u> |
| Date | | | |
| Paper | | | |
| Affected Parties | Notified | | |

Background/Summary:

Decorative streetlights were installed along North Ocean (A1A) as a part of the A1A reconstruction project which was completed in 2012. The project was originally a Florida Department of Transportation (FDOT) project, but was taken over by the City as a Local Agency Program (LAP) project. As a LAP project, although still primarily funded by FDOT, the City controlled all design elements and was required to implement the project as FDOT would have implemented the project.

Quite some time after the completion of the project it was brought to the attention of the City that some of the streetlights may have been installed outside of the FDOT right-of-way. The City had independent surveyors survey the area in question and it was determined that twenty-one streetlights were installed outside of the right-of-way and need to be relocated back into the FDOT right-of-way. In addition to the streetlights being outside of the right-of-way there are multiple junction boxes and a few hundred feet of

conduit that also need to be relocated back into the right-of-way. Additionally, some sections of sidewalk will need to be reconstructed in order to relocate the streetlights back into the right-of-way.

At the request of Public Works, the City's Purchasing Department issued Bid No. 851-17 and received three (3) responses with One Call Property Services, Inc. being the lowest responsive and responsible bidder at \$136,877.24.

Staff recommends that City Council approve the contract with One Call Property Services, Inc. for the relocation of decorative streetlights, electrical conduit and junction boxes along North Ocean (A1A).

| | | | | | |
|--|--------------|--------|--------|--------|--------|
| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
| Capital Expenditures | 136,877.24 | | | | |
| Operating Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| External Revenues | \$0.00 | | | | |
| Program Income (city) | NA | | | | |
| In-kind Match (city) | NA | | | | |
| Net Fiscal Impact | \$136,877.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| NO. Additional FTE Positions (cumulative) | | | | | |

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

| | |
|---------------------------------------|---|
| Contract Start Date | 02/20/2017 |
| Contract End Date | 04/20/2017 |
| Renewal Start Date | |
| Renewal End Date | |
| Number of 12 month terms this renewal | |
| Dollar Amount | 136,877.24 |
| Contractor Company Name | One Call Property Services, Inc. |
| Contractor Contact | Brent Martin, VP |
| Contractor Address | 991 Stinson Way Suite 408 West Palm Beach, FL 33411 |
| Contractor Phone Number | 772-223-8400 |
| Contractor Email | |
| Type of Contract | Construction |

Describe

ATTACHMENTS:

| File Name | Description | Upload Date | Type |
|---|---------------------------|-------------|-----------------|
| RESOLUTION_TO_AWARD_-_STREETLIGHT_RELOCATION_-ONE_CALL.doc | Resolution | 1/19/2017 | Resolution |
| BID_85117_Tabulation_Sheet.pdf | Bid Tabulation | 1/19/2017 | Backup Material |
| Relocating_Streetlights_BID_#851-17_Contract_Signed_1_20_17.pdf | Contract | 1/20/2017 | Agreement |
| streetlight.pdf | Purchasing Recommendation | 1/25/2017 | Cover Memo |

REVIEWERS:

| Department | Reviewer | Action | Date |
|--------------|--------------------|----------|----------------------|
| Public Works | Johnson, Brynt | Approved | 1/20/2017 - 4:35 PM |
| Purchasing | Mealy, Dean | Approved | 1/25/2017 - 4:17 PM |
| Finance | sherman, randy | Approved | 1/25/2017 - 4:32 PM |
| Attorney | Lina Busby, Lina | Approved | 1/26/2017 - 11:50 AM |
| City Clerk | Robinson, Claudene | Approved | 1/26/2017 - 12:38 PM |
| City Manager | Jones, Danny | Approved | 1/26/2017 - 4:05 PM |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 851-17 TO ONE CALL PROPERTY SERVICES, INC. OF WEST PALM BEACH, FLORIDA FOR THE RELOCATION OF DECORATIVE STREETLIGHTS ALONG NORTH OCEAN IN AN AMOUNT NOT TO EXCEED \$136,877.24; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS IN THE AMOUNT OF \$150,565 FROM THE SIDEWALK IMPROVEMENT ACCOUNT TO ACCOUNT NUMBER 301-1123-541-0-6301; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 301-1123-541-0-6301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, decorative streetlights were installed along North Ocean (A1A) as a part of the A1A reconstruction project; and

WHEREAS, some of the decorative streetlights were installed outside of the Florida Department of Transportation (FDOT) right-of-way; and

WHEREAS, the poles that were installed outside of the FDOT right-of-way need to be relocated back into the FDOT right-of-way; and

WHEREAS, the City solicited contractors for the relocation of the decorative streetlights through the issuance of bid number 851-17; and

WHEREAS, One Call Property Services, Inc. of West Palm Beach, Florida was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. The City Council hereby accepts the bid proposal and awards a Construction Services Contract to One Call Property Services, Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$136,877.24 for the relocation of decorative streetlights along North Ocean (A1A).

SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate funds in the amount of \$150,565 from the Sidewalk Improvement account to account number 301-1123-541-0-6301.

RESOLUTION NO. _____
PAGE: 2

SECTION 3. The Director of Finance and Administrative Services is authorized to make payment for same from account numbers 301-1123-541-0-6301.

SECTION 4. The City Manager is authorized to approve Change Orders up to ten percent (10%).

SECTION 5. The Mayor and City Clerk are authorized to execute the agreement.

SECTION 6. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this _____ day of _____, 2017.

RESOLUTION NO. _____

PAGE: 3

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

DATE: _____

BID #851-17 NORTH OCEAN DECORATIVE LIGHT RELOCATION PROJECT

**DECEMBER 6, 2016 @ 11:00 AM
TABULATION SHEET**

| ITEM NO. / DESCRIPTION | One Call Property Service, Inc. 7804 S.W. Ellipse Way, Stuart, FL. 34997 | HorsePower Electric, Inc. 8105 West 20th Ave., Hialeah, FL. 33014 | L.E.B.S. Electric 13921 SW 22nd Place Davie, FL. 33325 |
|--|---|--|---|
| Moblization | \$2,770.00 | \$5,000.00 | \$3,500.00 |
| Maintenance of Traffic | \$6,540.00 | \$16,000.00 | \$4,640.00 |
| Clearing and Grubbing | \$1,000.00 | \$5,900.00 | \$2,000.00 |
| Relocate | \$67,865.00 | \$105,000.00 | \$25,473.00 |
| Remove/Relocate Electrical Services (st 181+50-st184+30) | \$21,467.50 | \$300.00 | \$17,892.00 |
| Site Restoration (Replace all removed sidewalk, asphalt, irrigation, and sod) | \$33,495.24 | \$28,996.00 | \$20,874.00 |
| Survey Layout and As Builts | \$3,739.50 | \$1,500.00 | \$3,132.00 |
| TOTAL BID COST: | \$136,877.24 | \$162,696.00 | \$77,511.00 |

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this _____ day of _____, 2017 by and between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the CITY, and ONE CALL PROPERTY SERVICES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 20-2566260.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide construction services for RELOCATING DECORATIVE STREET LIGHTS, JUNCTION BOXES, CONDUIT, WIRING AND ALL OTHER RELATED ITEMS INTO THE RIGHT-OF-WAY, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be Brynt Johnson, Director of Public Works, telephone no. 561-845-4080.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within SIXTY (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred fifty dollars (\$250) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$136,877.24. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this

account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval, at CITY's sole discretion, must be granted by the CITY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR's personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's

specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida

Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or

losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS [THE OFFICE OF THE CITY CLERK] OR DESIGNEE AT 561-845-4090, CROBINSON@RIVIERABCH.COM, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL 33404.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment

without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 – LICENSES, APPROVALS AND PERMITS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and, (3) advise the CITY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY's designated representative and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

BRYNT JOHNSON, DIRECTOR OF PUBLIC WORKS
CITY OF RIVIERA BEACH
2391 AVENUE L
RIVIERA BEACH, FLORIDA 33404

and if sent to the CONTRACTOR shall be mailed to:

BRENT MARTIN, VP OF CONSTRUCTION
ONE CALL PROPERTY SERVICES, INC
991 STINSON WAY, STE #408
WEST PALM BEACH, FL 33411

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions

contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

- A. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
- B. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
- C. For projects that do not exceed \$500,000, the CITY will accept bonds in accordance with section 287.0935, Florida Statutes.
- D. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 - INSPECTION OF WORK

The CITY's representative and the CITY's Building Official shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Building Official's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY

Building Official timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Building Official desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Building Official, such work must be uncovered for examination, at the CONTRACTOR's expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to RELOCATING DECORATIVE STREET LIGHTS, JUNCTION BOXES, CONDUIT, WIRING AND ALL OTHER RELATED ITEMS INTO THE RIGHT-OF-WAY shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship.

The CONTRACTOR shall guarantee all of its work, including but not limited to ALL WORK RELATED TO RELOCATING DECORATIVE STREET LIGHTS, JUNCTION BOXES, CONDUIT, WIRING AND ALL OTHER RELATED ITEMS INTO THE RIGHT-OF-WAY for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to RELOCATE DECORATIVE STREET LIGHTS, JUNCTION BOXES, CONDUIT, WIRING AND ALL OTHER RELATED ITEMS INTO THE RIGHT-OF-WAY.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other

party of any obligation to accept such performance.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY's right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, BRENT MARTIN, VICE PRESIDENT OF ONE CALL PROPERTY SERVICES, INC. hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of construction design plans, construction specifications, and the contract manual including the Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Plans and Specifications. To the extent that there exists a conflict between this Contract and the Plans and Specifications, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which

lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- B. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- C. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- D. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR's notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 51 – INSPECTOR GENERAL AND ETHICS

In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The CONTRACTOR further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector general when requested may be deemed by the CITY to be a material breach of this Contract justifying its termination.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS,
MAYOR

ONE CALL PROPERTY SERVICES, INC.

BY: _____
BRENT MARTIN,
VICE PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BRYNT JOHNSON, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
ANDREW DEGRAFFENREIDT
CITY ATTORNEY

Date: _____

PURCHASING: _____

EXHIBIT “A”

SCOPE OF WORK

Relocate decorative streetlights, junction boxes (pull boxes), and conduit along North Ocean (A1A). Remove and restore sections of sidewalk as needed to achieve the required relocation distance.

Scope of Work also includes all information contained in bid document #827-17 and all bid related documents.

EXHIBIT "B"

One Call Property Services, Inc.

| NORTH OCEAN DECORATIVE LIGHT RELOCATION PROJECT | | | | |
|---|--|----------|------|--------------|
| BID # 851-17 | | | | |
| Item No. | Description | Quantity | | Unit Price |
| Lighting, Electrical, and Site Restoration | | Total | Unit | Total |
| General Items | | | | |
| 1 | Mobilization | | | |
| 2 | Maintenance of Traffic | 1 | LS | \$2,770.00 |
| 3 | Clearing and Grubbing | 1 | LS | \$6,540.00 |
| 4 | Relocate Decorative Concrete Light Pole and EHH | 1 | LS | \$1,000.00 |
| 5 | Remove/Relocate electrical service (st181+50-st184+30) | 21 | EA | \$3,231.67 |
| 6 | Site Restoration (Replace all removed sidewalk, asphalt, irrigation, and sod) | 300 | LF | \$71.56 |
| 7 | Survey layout and as Builts | 22 | EA | \$1,522.51 |
| | | 1 | LS | \$3,739.50 |
| Note: Pole relocations include #19-#21 but may not be required. | | | | |
| TOTAL BID: | | | | \$136,877.24 |



CITY OF RIVIERA BEACH

P.O. DRAWER 10682
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419
FAX (561) 842-5105

DIRECTOR OF PURCHASING

25 January 2017

RE: Purchasing Letter of Recommendation
Streetlight Relocation

Please be advised that Purchasing recommends the award of the Streetlight Relocation to One Call Property Service.

Three firms submitted bids for this project, none being local or Palm Beach County. The low bidder was non-responsive in their submittal package.

A background check has been completed with no reported issues.

Should you have any questions or comments, please do not hesitate to contact me.

Respectfully,

Dean Mealy, II

City Purchasing Director

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/1/2017

Agenda Category: CONSENT RESOLUTION

Subject: Renewal of Port Center Leases for Police/Code Enforcement/Human Resources/Re-Entry Program/Purchasing/Civil Drug Court

Recommendation/Motion: The City is currently leasing Suite 100 for Police/Community Development/Civil Drug; Suite 302 for the Human Resource Department; Suite 307 for the Re-Entry Program; and Suite 310/312 for the Purchasing Department and the Human Resource Testing Center/Conference Room.

It is recommended that negotiation with the landlord for best value based on current market conditions and consideration to the total square footage in the current space leased be exercised for all four (4) office suites.

| | | | |
|-------------------------|--|------------------------------|-----------|
| Originating Dept | Purchasing | Costs | \$386,287 |
| User Dept. | Police/Code Enforcement/Human Resources/Re-Entry Program/Purchasing/Civil Drug Court | Funding Source | |
| Advertised | No | Budget Account Number | |
| Date | | | |
| Paper | | | |
| Affected Parties | Not Required | | |

Background/Summary:

The last published report from the State of Florida Master Leasing Report dated 2014/15 reported the average lease rate for Palm Beach County was \$29.88 which was an increase from \$27.20 the previous year.

In review of local available rental space in Riviera Beach, only 4,500 sq.ft. of office space was found at a proposed rate of \$22.00 a sq.ft.

Two of the four leases at the Port Center are currently expired and the City and the landlord, GSH Holly, LLC., have been operating on a month to month basis.

The proposed lease amounts are as follows:

Suite 100, Year 1 \$17.00, Year 2 \$17.75 and Year 3 \$18.50
Suite 302, Year 1 \$17.00, Year 2 \$17.75 and Year 3 \$18.50
Suite 307, Year 1 \$17.25, Year 2 \$18.00 and Year 3 \$18.75
Suite 312, Year 1 \$17.00, Year 2 \$17.75 and Year 3 \$18.50

GSH Holly, LLC. has agreed to the build out of Suite 100 to accommodate a new floor plan to better meet the needs of police and code enforcement at no cost to the City.

| | | | |
|--|---------|---------|---------|
| Fiscal Years | 2017 | 2018 | 2019 |
| Capital Expenditures | | | |
| Operating Costs | 386,287 | 387,742 | 403,789 |
| External Revenues | | | |
| Program Income (city) | | | |
| In-kind Match (city) | | | |
| Net Fiscal Impact | | | |
| NO. Additional FTE Positions (cumulative) | | | |

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

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:

| File Name | Description | Upload Date | Type |
|--------------------------|--|-------------|-----------------|
| GSH_Holly_Resolution.doc | Resolution | 1/24/2017 | Resolution |
| lease.pdf | lease | 1/24/2017 | Agreement |
| State_of_Florida.pdf | State of Florida Leasing Market Research | 1/25/2017 | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|--------------|--------------------|----------|----------------------|
| Purchasing | Mealy, Dean | Approved | 1/25/2017 - 4:07 PM |
| Purchasing | Mealy, Dean | Approved | 1/25/2017 - 4:08 PM |
| Finance | sherman, randy | Approved | 1/25/2017 - 4:29 PM |
| Attorney | Lina Busby, Lina | Approved | 1/26/2017 - 11:51 AM |
| City Clerk | Robinson, Claudene | Approved | 1/26/2017 - 12:39 PM |
| City Manager | Jones, Danny | Approved | 1/26/2017 - 4:05 PM |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE LEASE TERMS WITH GSH HOLLY, LLC FOR APPROXIMATELY 22,721 RENTABLE SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A THREE (3) YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach requires office space to accommodate Police/Community Development/Civil Drug Court in the amount of 15,367 rentable square feet; and

WHEREAS, the City of Riviera Beach requires office space to accommodate the Human Resource Department in the amount of 2,658 rentable square feet; and

WHEREAS, the City of Riviera Beach requires office space to accommodate the Re-Entry Program in the amount of 1,941 rentable square feet; and

WHEREAS, the City of Riviera Beach requires office space to accommodate the Purchasing Department and the Human Resource Testing Center/Conference Room in the amount of 2,755 rentable square feet; and

WHEREAS, the City is currently leasing Suite 100 for Police/Community Development/Civil Drug; Suite 302 for the Human Resource Department; Suite 307 for the Re-Entry Program; and Suite 310/312 for the Purchasing Department and the Human Resource Testing Center/Conference Room; and

WHEREAS, negotiation with the landlord for best value based on current market conditions and consideration to the total square footage in the current space leased; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council authorizes staff to negotiate office space lease renewal and terms with GSH Holly, for approximately 22,721 square feet of office space at the Port Center for a three year term.

SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. _____
PAGE Enter Page Number

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

Andrew Degraffenreidt
CITY ATTORNEY

DATE:

SIXTH AMENDMENT TO LEASE

This **SIXTH AMENDMENT TO LEASE**, is made on this 15th day of December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant are hereinafter referred to as the "Parties".

WHEREAS by Lease dated 1st March 2005, first amended 11th June 2008, second amended 20th April 2011, third amended 3rd October 2012, fourth amended 6th August 2014 and fifth amended 15th December 2015 between the parties hereto, (the "Lease"), the Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, a portion of the first floor, Suite 100, in Riviera Beach Florida, hereinafter defined as the "Premises";

WHEREAS, the Parties have agreed to amend the Lease, according to the terms of this Sixth Amendment, which shall hereafter be incorporated into the Lease as follows:

WHEREAS, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of four (4) years.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. **Terms and Rent**

A. The term of the lease shall be extended from 1st January 2017 to 31st December 2020, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.

B. The beginning rent for the Extension Term shall be Seventeen Dollars (\$17.00) per rentable square foot (RSF) for the first (1st) year and said rent shall escalate annually at the rate of Seventy-Five (\$0.75) Cents per RSF as set forth below.

1/1/2017 – 12/31/2017 \$17.00 per rentable square foot (RSF)

1/1/2018 – 12/31/2018 \$17.75 per rentable square foot (RSF)

1/1/2019 – 12/31/2019 \$18.50 per rentable square foot (RSF)

1/1/2020 – 12/31/2020 \$19.25 per rentable square foot (RSF)

2. **Cancellation Option**

A. Tenant shall have the right to cancel this lease after the expiration of the thirty sixth (36th) month with delivery of ninety (90) days

advance written notice to the Landlord of intent to cancel the lease accompanied by the payment of a cancellation fee in the amount that is equal to four (4) months of rent at the rate then in effect during the fourth (4th) year of the Extension Term.

3. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.
- B. Landlord agrees to provide certain Tenant Improvements with building standard finishes at Landlord cost as set forth in "Exhibit A" attached hereto and made a part hereof.

Except as expressly modified in this Sixth Amendment to Lease, all of the terms of the Lease (including all of the terms of all of the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution of all Parties to this Sixth Amendment to Lease, this Sixth Amendment shall be referred to as the Lease along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this **SIXTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

GSH HOLLY, LLC
("Landlord")

As to Landlord

By: _____

As to Landlord

WITNESS:

CITY OF RIVIERA BEACH
("Tenant")

Attest as to Tenant:
CERTIFIED MUNICIPAL CLERK,
CLAUDENE L. ANTHONY

By: _____
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
DEAN MEALY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

This is a detailed floor plan of the second floor of the FBI Building. The plan shows a complex arrangement of rooms and corridors. On the left side, there is a large area filled with diagonal hatching, which appears to be a construction or renovation site. The plan includes numerous offices, some labeled with names like 'THOMAS', 'MARTIN', 'BARTON', and 'WILLIAMS'. There are also several meeting rooms, a large conference room, and a central corridor system. The plan is oriented with North at the top, as indicated by the 'N' in the top right corner. The overall layout is rectangular, with various rooms of different sizes and shapes. The plan is a black and white line drawing, typical of architectural blueprints.

FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE**, made on this 15th December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government existing under the laws of the State of Florida, (the "Tenant"). Landlord and Tenant are hereinafter collectively referred to as the "Parties".

WHEREAS by Lease dated 1 August 2007, first amended 4 August 2010, second amended 3 October 2012 and third amended 6 August 2014, between the parties hereto, (the "Lease"), Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, did lease to Tenant and Tenant did take from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, in Riviera Beach, Florida, (the "Building") a portion of the third floor, Suite 302, of approximately two thousand six hundred fifty eight (2,658) rentable square feet (RSF), defined as the "Premises"; and,

WHEREAS, the Parties have agreed to amend the Lease, according to the terms of this Fourth Amendment, which shall hereafter be incorporated into the Lease as follows; and,

WHEREAS, Landlord and Tenant agree to extend the Tenant's Lease for a period of three (3) years and five (5) months beginning 1st August 2017 and ending 31st December 2020.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each Party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. **Terms and Rent**

- A. The term of the lease shall be extended from 1st August 2017 to 31st December 2020, (the "Extension Term") as provided for in the Lease.
- B. The beginning rent for the Extension Term shall be Seventeen Dollars (\$17.00) per RSF for the first (1st) year and said rent shall escalate annually at the rate of Seventy-Five (\$0.75) Cents per RSF as set forth below.

8/1/2017 – 7/31/2018 \$17.00 per rentable square foot (RSF)

8/1/2018 – 7/31/2019 \$17.75 per rentable square foot (RSF)

8/1/2019 – 7/31/2020 \$18.50 per rentable square foot (RSF)

8/1/2020 – 12/31/2020 \$19.25 per rentable square foot (RSF)

2. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Fourth Amendment to Lease, all of the terms of the Lease, (including all terms set forth in all amendments thereto), and all rights and covenants set forth therein, shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties hereto. Upon execution by the last of all Parties to execute on this Fourth Amendment to Lease, this Fourth Amendment shall be referred to as the Lease, along with the Lease and all other amendments thereto.

[Signatures Appear On Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this **FOURTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

GSH HOLLY, LLC

("Landlord")

As to Landlord

By: _____

As to Landlord

WITNESS:

CITY OF RIVIERA BEACH

("Tenant")

Attest as to Tenant:
CERTIFIED MUNICIPAL CLERK,
CLAUDENE L. ANTHONY

By: _____
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
DEAN MEALY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

FIFTH AMENDMENT TO LEASE

This **FIFTH AMENDMENT TO LEASE**, is made on this 15th day of December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant are hereinafter referred to as the "Parties".

WHEREAS by Lease dated 18th June 2008, first amended in March 2009, second amended 20th April 2011, third amended 3rd October 2012, and fourth amended 6th August 2014 between the parties hereto, (the "Lease"), the Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, a portion of the third floor, Suite 307, in Riviera Beach Florida, hereinafter defined as the "Premises";

WHEREAS, the Parties have agreed to amend the Lease, according to the terms of this Fifth Amendment, which shall hereafter be incorporated into the Lease as follows:

WHEREAS, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of four (4) years and five (5) months.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. **Terms and Rent**

- A. The term of the lease shall be extended from 1st August 2016 to 31st December 2020, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.
- B. The beginning rent for the Extension Term shall be Sixteen Dollars and Fifty Cents (\$16.50) per rentable square foot (RSF) for the first (1st) year and said rent shall escalate annually at the rate of Seventy- Five (\$0.75) Cents per RSF as set forth below.

8/1/2016 – 7/31/2017 \$16.50 per rentable square foot (RSF)

8/1/2017 – 7/31/2018 \$17.25 per rentable square foot (RSF)

8/1/2018 – 7/31/2019 \$18.00 per rentable square foot (RSF)

8/1/2019 – 7/31/2020 \$18.75 per rentable square foot (RSF)

8/1/2020 – 12/31/2020 \$19.50 per rentable square foot (RSF)

2. **Cancellation Option**

- A. Tenant shall have the right to cancel this lease after the expiration of the thirty sixth (36th) month with delivery of ninety (90) days advance written notice to the Landlord of intent to cancel the lease accompanied by the payment of a cancellation fee in the amount that is equal to four (4) months of rent at the rate then in effect during the fourth (4th) year of the Extension Term.

3. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Fifth Amendment to Lease, all of the terms of the Lease (including all of the terms of all of the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution of all Parties to this Fifth Amendment to Lease, this Fifth Amendment shall be referred to as the Lease along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this **FIFTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

GSH HOLLY, LLC

("Landlord")

As to Landlord

By: _____

As to Landlord

WITNESS:

CITY OF RIVIERA BEACH

("Tenant")

Attest as to Tenant:
CERTIFIED MUNICIPAL CLERK,
CLAUDENE L. ANTHONY

By: _____
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
DEAN MEALY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

AMENDMENT TO LEASE

This **AMENDMENT TO LEASE**, is made on this 15th December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant shall collectively be referred to herein as the "Parties".

WHEREAS by Lease dated 15 December 2015, between the parties hereto, (the "Lease"), Landlord leased to Tenant and Tenant did take from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building, of approximately two thousand seven hundred fifty five (2,755) rentable square feet (RSF), located at 2051 Martin Luther King Jr. Boulevard, in Riviera Beach, Florida, (the "Building"), a portion of the third floor, known as Suite 312, hereinafter defined as the "Premises"; and,

WHEREAS, the Parties have agreed to amend the Lease, according to the terms of this Amendment, which shall hereafter be incorporated into the Lease as follows: the Parties agree to extend the Lease for a period of three (3) years beginning 1st January 2018 and expiring 31st December 2020.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each to the other, the receipt and sufficiency whereof are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. **Terms and Rent**

- A. The term of Lease shall be extended from 1st January 2018 to 31st December 2020.
- B. The beginning rent for the term of the lease will be \$17.00 per rentable square foot (RSF) for the first year and shall increase annually by Seventy-Five (\$0.75) Cents per rentable square foot (RSF) for each year of lease term.
 - 1/1/2018 – 12/31/2018 \$17.00 per rentable square foot (RSF)
 - 1/1/2019 – 12/31/2019 \$17.75 per rentable square foot (RSF)
 - 1/1/2020 – 12/31/2020 \$18.50 per rentable square foot (RSF)

2. **As-Is Condition and Improvements**

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Amendment to Lease, all of the terms of the Lease (including all of the terms of all the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution by the last of all

Parties to execute on this Amendment to Lease, this Amendment shall be referred to as the Lease, along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this **AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

GSH HOLLY, LLC
("Landlord")

As to Landlord

By: _____

As to Landlord

WITNESS:

CITY OF RIVIERA BEACH
("Tenant")

Attest as to Tenant:
CERTIFIED MUNICIPAL CLERK,
CLAUDENE L. ANTHONY

By: _____
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
DEAN MEALY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

Palm Beach Market Area

Marketwide, rents have experienced a positive trend and increased to \$29.88 per square foot compared to \$27.20 per square foot one year ago. The increased asking rents are a sign the market is strengthening and the economic atmosphere is improving. The Palm Beach County market has shown steady improvement coming out of the recessionary period as companies are gradually gaining confidence in the economy. The unemployment rate in Palm Beach County has decreased over the past year to 6.4 percent, which is down 1.1 percent from the same time last year.

As of the second quarter of 2014, the market has absorbed over 300,000 square feet. While strong leasing activity is expected to continue, the current pace is not expected to hold for the remainder of the year. The majority of absorbed space was in the Boca Raton submarket followed by the Delray Beach submarket. The leasing activity was mostly comprised of expansions, renewals or tenants moving laterally within the market, with very little new-to-market tenant activity. However, some of the lease renewals were significant in size, such as Carlton Fields' renewal of 26,000 square feet at CityPlace Tower. Reports also indicate there has been an increased interest among financial services firms to return to the market after their departure during the recession.

The overall Palm Beach office market remains a tenant's market but property owners are beginning to feel more confident as the market becomes tighter and rents continue to rise. There is also increased interest by institutional owners, which is a sign of the market's strengthening and an opportunity for solid returns. CityPlace Tower, one of the Central Business District's "trophy assets," was put on the market in May 2014 and is already under contract. The lack of new construction is also working in the property owner's favor, as there are no new 100 percent office projects currently underway in the Palm Beach market.

Figure 16 – Palm Beach Market Area Data

| Market Area | Overall Vacancy Rate at Mid-Year 2014 | Current Trend in Overall Vacancy | Average Asking Full Service Rental | Current Trend in Asking Rental Rate | Current Trend in Unemployment Rate |
|-------------|---------------------------------------|---|------------------------------------|---|---|
| Palm Beach | 15.3% |  | \$29.88 |  |  |

Source: Vertical Integration's Market Intelligence Command Center (MICC) and Costar

Southwest Florida (Fort Myers/Naples) Market Area

The Southwest Florida (Fort Myers/Naples) economy has improved considerably as seasonal residents and tourism have ramped back up. The population growth in this area is more than three times the national average, creating job growth in the leisure and hospitality sectors. Because of this, the unemployment rate in Southwest Florida has decreased over the past year to 5.9 percent.

The overall office vacancy rate for Southwest Florida has decreased over the past year to 12.7 percent at the end of the second quarter of 2014, compared to 13.7 percent one year ago. Southwest Florida's office market has seen increased rental rates while rent concessions have trended downward. Additionally, this market maintains high real estate taxes and insurance costs that property owners will pass through to their tenants in the rental rates. The overall average asking rental rate for full service

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 2/1/2017

Agenda Category: DISCUSSION AND DELIBERATION

Subject: DISCUSSION ON CHARTER REVIEW BY THE CITY CLERK.

Recommendation/Motion:

| | | |
|-------------------------|--------------|------------------------------|
| Originating Dept | EXECUTIVE | Costs |
| User Dept. | CITY CLERK | Funding Source |
| Advertised | No | Budget Account Number |
| Date | | |
| Paper | | |
| Affected Parties | Not Required | |

Background/Summary:

THE CITY CLERK WILL MAKE A PRESENTATION REGARDING THE CHARTER REVIEW.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

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

REVIEWERS:

| Department | Reviewer | Action | Date |
|--------------|-------------------|----------|---------------------|
| City Manager | Mitchell, Dorothy | Approved | 1/26/2017 - 4:57 PM |