



**REGULAR CITY COUNCIL MEETING  
AGENDA**

**RIVIERA BEACH, FL 33404  
February 15, 2017  
6:00 PM**

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**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.

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**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, CITY MANAGER

CLAUDENE L. ANTHONY, CMC, CITY CLERK

ANDREW DeGRAFFENREIDT, III, CITY ATTORNEY

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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.

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### 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 18, 2017.**

**RESOLUTIONS**

- 2. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A DONATION FROM WILFRED J. CARR AND JOHN L. GISO FOR THE PURPOSE OF ENHANCING EQUIPMENT USED IN THE PROVISION OF EMERGENCY MEDICAL SERVICES AND SETTING UP BUDGET FOR SAME IN THE DONATIONS FUND FOR EMS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 3. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A DONATION FROM MR. AND MRS. FRED I. ROBINSON FOR THE PURPOSE OF ENHANCING EQUIPMENT USED IN THE PROVISION OF EMERGENCY MEDICAL SERVICES AND SETTING UP BUDGET FOR SAME IN THE DONATIONS FUND FOR EMS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 4. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST RECLASSIFYING AND ADDING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS IN THE UTILITY DISTRICT AND PUBLIC WORKS DEPARTMENTS; AND PROVIDING AN EFFECTIVE DATE.**
- 5. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE "STOP DROP & RUN FIREFIGHTER 5K RACE" SCHEDULED FOR SATURDAY, APRIL 1, 2017, TO BEGIN AND END ON NORTH OCEAN AVENUE, ADJACENT TO THE MUNICIPAL BEACH PARK; AUTHORIZING CITY STAFF TO COORDINATE REQUIRED ROAD CLOSURES, INCLUDING TEMPORARY CLOSURE OF NORTH OCEAN AVENUE AND EAST BLUE HERON BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.**

## **END OF CONSENT AGENDA**

### **PETITIONS AND COMMUNICATIONS FOR FILING**

### **AWARDS AND PRESENTATIONS**

6. PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS PROCLAIMING FEBRUARY 17 - FEBRUARY 19, 2017, AS GISELE RENEE THOMAS LOWE WEEKEND IN THE CITY OF RIVIERA BEACH FOR HER UNTIRING SERVICE AS AN EDUCATOR FOR TWENTY-EIGHT (28) YEARS IN PALM BEACH COUNTY.

### **PUBLIC HEARINGS**

### **ORDINANCES ON FIRST READING**

7. ORDINANCE NO. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.
8. ORDINANCE NO. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

### **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**

9. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR RFP NO. 476-14 TO GIDDENS SECURITY CORPORATION, 528 S. EDGEWOOD AVE., JACKSONVILLE, FLORIDA TO PROVIDE ARMED AND UNARMED SECURITY GUARD SERVICES FOR THE CITY MUNICIPAL COMPLEX AND SPECIAL EVENTS AT AN ANNUAL BASE COST OF \$112,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH A COMMENCEMENT DATE OF JANUARY 4, 2017 THROUGH AUGUST 31, 2017 WITH A RENEWAL OPTION FOR ONE (1) ADDITIONAL TWENTY FOUR (24) MONTH PERIOD, COMMENCING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2019 TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.
10. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 616-16 TO ALL-SITE CONSTRUCTION, INC., OF RIVIERA BEACH, FLORIDA FOR THE CONSTRUCTION OF SIDEWALKS AND PAVEMENT MARKINGS AT VARIOUS LOCATIONS THROUGHOUT THE RIVIERA BEACH HEIGHTS NEIGHBORHOOD IN AN AMOUNT NOT TO EXCEED \$782,139.98; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 311-1127-541-0-6351 AND 301-0716-541-0-6354; AND PROVIDING AN EFFECTIVE DATE.

### **ITEMS TABLED**

### **DISCUSSION AND DELIBERATION**

11. DISCUSSION OF PROPOSED CITY MANAGER'S CONTRACT.

**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:** 2/15/2017

**Agenda Category:** CONSENT

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**Subject:** MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD  
JANUARY 18, 2017

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**Recommendation/Motion:** APPROVE THE MINUTES OF THE RIVIERA BEACH REGULAR  
CITY COUNCIL MEETING HELD JANUARY 18, 2017

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

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**Background/Summary:**

MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD JANUARY 18, 2017

**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:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
18JAN17.docx	MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD JANUARY 18, 2017	2/7/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Burgess, Jackie	Approved	2/7/2017 - 12:05 PM

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
CITY COUNCIL MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
WEDNESDAY, JANUARY 18, 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 you all to the wonderful City of Riviera Beach Wednesday night Council meeting.

**Roll Call**

**CHAIRPERSON DAVIS:** Madam Clerk, roll call, please.

**CITY CLERK ANTHONY:** Mayor Thomas Masters?

**MAYOR MASTERS:** Present.

**CITY CLERK ANTHONY:** Chairperson Terence Davis?

**CHAIRPERSON DAVIS:** Here.

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

**CHAIR PRO TEM MILLER-ANDERSON:** Here.

**CITY CLERK ANTHONY:** Councilperson Lynne Hubbard?

**COUNCILPERSON HUBBARD:** Here.

**CITY CLERK ANTHONY:** Councilperson Tanya 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, III?

**CITY ATTORNEY DEGRAFFENREIDT:** Here.

**CHAIRPERSON DAVIS:** Thank you.

**Invocation**

**Pledge of Allegiance**

**CHAIRPERSON DAVIS:** We're gonna stand and pause for a moment of silence and the Pledge will be led by Mayor Masters.

[Moment of silence]

**MAYOR MASTERS:** Shall we pledge?

**ALL:** I 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.

Thank you.

**Additions, Deletions, Substitutions**

**CHAIRPERSON DAVIS:** Mr. Jones, do we have any additions, deletions or substitutions?

**INTERIM CITY MANAGER JONES:** No, sir.

**CHAIRPERSON DAVIS:** Thank you.

**Disclosures by Council**

**CHAIRPERSON DAVIS:** Do we have any disclosures by the Council?

**CHAIR PRO TEM MILLER-ANDERSON:** None of...

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Okay. Yes. I did meet with representatives from Mediterranean, including their attorney.

**CHAIRPERSON DAVIS:** Okay. I also...

**CHAIR PRO TEM MILLER-ANDERSON:** Chair?

**CHAIRPERSON DAVIS:** ...met...

**CHAIR PRO TEM MILLER-ANDERSON:** ...Davis

**CHAIRPERSON DAVIS:** ...Mediterranea. Anyone else?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. I ha'.., I disclosed this before, I haven't met them since that once, that one time then, a couple weeks ago.

**CHAIRPERSON DAVIS:** Okay. Same here.

**COUNCILPERSON DAVIS JOHNSON:** Same here.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** Same here.

**CHAIRPERSON DAVIS:** Alright. That's the end of disclosures.

**Adoption of Agenda**

**CHAIRPERSON DAVIS:** Do we have a motion to adopt the Agenda?

**COUNCILPERSON PARDO:** So...

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON PARDO:** ...moved.

**CHAIRPERSON DAVIS:** Do we have a second?

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIRPERSON DAVIS:** 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:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Thank you.

**CONSENT AGENDA**

**CHAIRPERSON DAVIS:** Now, we're gonna go down to Consent. Do we have any items that need to be pulled? [Pause]. Here none. Motion to approve Consent?

**COUNCILPERSON PARDO:** So moved.

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Properly moved and second. Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**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:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Item No. 4.

[Pause]

**CHAIR PRO TEM MILLER-ANDERSON:** No.

**UNK:** No. 4.



**INTERIM CITY MANAGER JONES:** 6.

**CHAIR PRO TEM MILLER-ANDERSON:** 6.

**CHAIRPERSON DAVIS:** 6, I'm sorry. Sorry. 5.

**CHAIR PRO TEM MILLER-ANDERSON:** 5 is under Consent.

**CHAIRPERSON DAVIS:** That's under Consent. Item 6.

**CITY CLERK ANTHONY:** Okay. Item 6. Wait a minute, awards and presentations.

### **AWARDS AND PRESENTATIONS**

**CHAIRPERSON DAVIS:** There awards and presentations? Do we have any? [Pause].

### **PETITIONS AND COMMUNICATIONS FOR FILING**

**CHAIRPERSON DAVIS:** Any petitions?

**CITY CLERK ANTHONY:** Mr. Chair, we don't have any official petitions and communications, however, I just needed to make the Board aware that some amendments were made to the November 30, 2016 City Council Meeting Minutes. There was some misspelled names.

**CHAIRPERSON DAVIS:** Okay.

**CITY CLERK ANTHONY:** Such as Ms. Shepherd and Ms. Brabham. Those were corrected and the corrected version is available on the City's website. In addition, there were some corrections that Councilperson Davis Johnson asked that I review and I just wanted to advise you all that, in reviewing the video for the meeting of January 4<sup>th</sup>, Ms. Davis Johnson, there was only one word that was corrected, that would be the word wherein it's stated that Ms. Brabham said, 'God it was guard.' However, all other words that you indicated were correct.

**COUNCILPERSON DAVIS JOHNSON:** Thank you.

**CITY CLERK ANTHONY:** You're welcome.

**CHAIRPERSON DAVIS:** Thank you.

### **PUBLIC HEARINGS**

**CHAIRPERSON DAVIS:** Any public hearings? No. Item No. 6.

### **6. ITEM NO. 6**

**ORDINANCE NO. \_\_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, "DISTRICT REGULATIONS", DIVISION 23, "PUD PLANNED UNIT DEVELOPMENT DISTRICT", SECTION 31-494, "PROPERTY DEVELOPMENT STANDARDS FOR THE R-PUD 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 FOR ANEFFECTIVE DATE.**

**CHAIRPERSON DAVIS:** Do we have a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** So moved.

**CHAIRPERSON DAVIS:** Do we have a second?

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Thank you. Ms. Larson, you wanna wait 'til after the presentation?

**MS. B. LARSON:** Sure.

**CHAIRPERSON DAVIS:** Thank you.

[Inaudible background comment]

**CHAIRPERSON DAVIS:** Yes, sir.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Good afternoon, Mayor and Council. Jeff Gagnon, Assistant Director of Community Development.

Before you tonight, you have the second reading of this Ordinance. It was approved by the Council on January 4<sup>th</sup>. This is in regards to the R-PUD Regulations and is also associated with the 13<sup>th</sup> Floor Development team and Mediterranean, which was approved on Consent.

We did discuss these Items at our last meeting but, for a very brief overview, it's been a very long time since our Land Development Code and Regulations have been revisited and amended. So this is one of the first steps that Staff has taken to revisit this Code structure. Again, it's been approximately 30 years since this was originally approved. And what this will do is allow development in the future, as areas that have an R-PUD designation, are redeveloped in the future to have some creativity and unique design in that development and redevelopment for the City.

**CHAIRPERSON DAVIS:** Thank you. Do anyone have any questions for Staff?

[Pause].

**MAYOR MASTERS:** I do. Mr....

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:**...Chair. This is pertaining only to residential areas or does it apply to anywhere else?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** It is for residential planned unit development areas of the City. So, it would be solely residential.

**MAYOR MASTERS:**Thank you.

**CHAIRPERSON DAVIS:** Okay. Anyone else? 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:** Ms. Bonnie wanted to speak.

**CHAIRPERSON DAVIS:** Oh, I'm sorry. I'm sorry. Ms. Larson, please, questions. I apologize, okay?

[Pause]

**MS. B. LARSON:** Bonnie Larson. I was shocked when I saw this was on the Consent Agenda. Have you read the Minutes from the P&Z meeting?

[Inaudible dais comments]

**COUNCILPERSON PARDO:** ...[inaudible] Consent.

**CHAIRPERSON DAVIS:** It's not Consent.

**MS. B. LARSON:** 122 pages. Part of it's the Port but a lot of it's this. I don't know how this ever got on there. Those houses, or those units are in there like little sardines.

[Inaudible dais comments]

**MS. B. LARSON:** The P&Z Board was very good. They asked a lot of questions and some of the information was not available. They all said, 'Well, we forgot to bring it, we'll bring it next time.' No. You need to read that, you need to see what happened at that meeting. They voted 2 to 3 and that was a little questionable because they were still missing information. They were missing information, important information like, um, information from the police department, the fire department. How are those trucks gonna get into those little tiny streets? How are they gonna get in there? Didn't bring the documents. Let's not even have the meeting. If you don't have the documents there,

shame on you, you run over and get 'em or pick up your laptop and do it. This is, this is a 70-acre property. It's huge. The, the attorney, we should never listen to attorneys. Don't talk to the developer, do not talk to an attorney. An attorney is only an employee. The employees said, 'Well, let's just let it go, like this,' you know, 'for this unit and then in maybe 10 years, if you have another development or something, you can worry about the codes and regulations then.'

No. No. You need to read that 'cause once you approve this, then it's too late. It's gonna be another, like a dollar store, right there at Silver Beach, whether it's this far away from the pa'..., from the, from the driveway. There was a stipulation in there where it was 10' between the buildings. Do you know how far 10' is? Like, that much. They wanna reduce it to five. Mr. Canuti asked some very good questions and he said depends on how you look at this, you can massage this and it can be 5' between the units. Imagine that. You could reach your hand out and shake hands with the person next door, the next building. It was unclear how many stories, how many feet, the whole thing was unclear. You need to read this stuff. Put it on TV so you can watch it. It's much easier, let me tell you, then trying to sit through 122 pages, which is what I did.

The, um, [pause], it's..., I, I didn't know I was only gonna get three'..., three minutes on this. I got a whole bunch of things here. This is gonna be another dollar store, another dollar store. And now, what they're asking, is they wanna reduce everything. Have you read this? They wanna make minimum lot size townhouses, that's being reduced to 700 sq. ft. The, um, where were those [inaudible]? I'm tryna hurry here. They're reducing everything by, like, half. Okay. The, the patio homes, minimum lot width, they wanna reduce it from 45 to 25, townhouses, wanna reduce it from 25 to 15. Maximum height, 35', now they wanna add..., or three stories because they want it to be three stories plus they can add on architectural features. So now, you're up to, like, four stories. Figure it out. Is this what we want in our community? You gotta...

[Beep]

**MS. B. LARSON:** ...read this.

Thank you.

**CHAIRPERSON DAVIS:** Just for the public record, it's under Ordinance on Second Reading. This Item's under Ordinance on Second Reading. That's the end of public comment. Does anyone have any other questions? Anything before we go to the roll call?

**COUNCILPERSON HUBBARD:** Yes. Yes, Mr. Chair.

**CHAIRPERSON DAVIS:** Alright. Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Mr. Gagnon, please. [Pause]. Can you explain why it appears on what Ms. Larson read, that it looks like it's gonna be shoved into..., that the roads are gonna be smaller than what was explained when we met...

[Inaudible dais comment]

**COUNCILPERSON HUBBARD:** ...with the developer?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** All of the development meets the criteria, the current code criteria of the City.

**COUNCILPERSON HUBBARD:** Mhmm.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** So, the roadways will have adequate width. That's been through our fire department, it's been through police department, it's been through our engineering division. So, City Staff does not share that concern. There was other questions posed as far as information being provided to the Planning & Zoning Board. I believe that if you do read the meeting minutes in full, that all information was provided to the Board. There was discussion and deliberation at the Planning & Zoning Board on how best to move forward but, again, it seems as if the, the overarching feeling from the Board was, that they desire to move forward, it was just that two of the Board members were maybe looking for a little bit more time to review the information further.

**COUNCILPERSON HUBBARD:** But, the concerns themselves is, is more what I would..., um, like a little, you know, clarification on. So, you're saying subsequently to that..., subsequent to that meeting, the police and fire and everybody had signed off on? Not before it went to Planning & Zoning?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** Okay. So, is that customary that things go to Planning & Zoning prior to making it circuit around to the different departments?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** No. Our, our typical procedure would be to provide the information interdepartmentally, um, so that way we can address any concerns that a department may have prior to bringing it before Planning & Zoning Board and prior to bringing it to City Council.

**COUNCILPERSON HUBBARD:** Okay. So, let me ask you this. We won't have..., you..., this is a question that I, I asked specifically about the size of the lots and the size of the units. And so, maybe you can explain that there will be less units than was planned for that field so it won't be the density that we were gonna originally have. Maybe you can explain that to the public, please.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Yes. That, that's a very good point. His..., historically, a Site Plan was approved and there was approximately 1,000 units approved for that location. This development proposal is just under 600, so, you know, a 40% reduction in the total number of units from the previously approved Site Plan to this Site Plan. So, it's definitely a less dense and intense type of development and I think it, very much so, fits the intent of the community moving forward.

[Pause]

**COUNCILPERSON HUBBARD:** There were two other concerns. The water, the lake. What did, um, you end up requiring for that?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** The lake is not proposed to be touched in any way, shape or form. So, that will remain as is.

**COUNCILPERSON HUBBARD:** What security purposes?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** I don't recall a security issue coming up for the lake. The way that the development is proposed, it actually would be in the rear yard of most of the units. That's something that we can definitely look at again but I don't recall a, a security issue coming up for the lake itself.

**COUNCILPERSON HUBBARD:** Okay. The discussion was, as opposed to putting a fence around it, they were proposing to use some of that sparse grass looking stuff.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Okay.

**COUNCILPERSON HUBBARD:** And it would deter the children from going down to the lake but they weren't inclined to agree with putting any barrier to keep the children from wandering into the lake. So, I wanted to see how did you all hash that out and what came of that.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Okay. There, there is a landscape buffer that's required by our Code, around the water line itself.

**COUNCILPERSON HUBBARD:** Mhmm.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** And the intent of that is to provide a buffer for people entering the water and also to help mitigate any sort of runoff into the waterway itself. So, it kinda serves a dual purpose and that's required by our Code currently.

**COUNCILPERSON HUBBARD:** Alright. I'm con'.., well, I guess I'm concerned that will that marsh serve the purpose of deterring the children that wander out of the backdoor, that wander out of the sliding glass door and go down to the lake, would it stop them from getting into that pond or lake, if you will? So that was, I guess, that was my concern about that and I think we need to, I guess... I know we talked about, when I met with them, about putting up more mature plants so that it won't be something that children would, would go down to.., near the water and, hopefully that would, you know, deter the children from going into that lake if we're not gonna do anything about it.

And the other thing with the lake, was the, I guess, the fountain, to keep the water moving as opposed...

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Mhmm.

**COUNCILPERSON HUBBARD:** ...to have it stagnant.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Right.

**COUNCILPERSON HUBBARD:** I don't rem'., I don't remember what we said about that, was that going to happen or not?

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Uh...

**COUNCILPERSON HUBBARD:** I would like to, you know...

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** Yeah. I, I believe that having the movement in the water is beneficial for the water body itself.

**COUNCILPERSON HUBBARD:** Yes.

**ASST. DIRECTOR COMMUNITY DEVELOPMENT DIRECTOR GAGNON:** It kinda prevents stagnation, so that's just a.., kind of a standard feature that's provided and we can be sure that it is provided in this development moving forward.

**COUNCILPERSON HUBBARD:** Okay. I think that was the biggest of the concerns that, that I remember. Okay.

Thank you.

**CHAIRPERSON DAVIS:** You done? Anyone else? [Pause]. 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.

**7.     ITEM NO. 7**

**CHAIRPERSON DAVIS:**   Now, we're gonna go down to Item No. 7.

**CHAIRPERSON DAVIS:**   **DISCUSSION     REGARDING     SUPPORTING     THE  
SOUTHEAST FLORIDA PUBLIC MARKET FAIR ASSOCIATION, INC. (SFPMFA)  
COMMEMORATION OF THE CITY OF RIVIERA BEACH 94TH ANNIVERSARY.**

**UNK:** I have a presentation if.., I needed that hooked up for...

**CHAIRPERSON DAVIS:**     Walter.

**UNK:** If ya'll trust me with your equipment.

**CHAIRPERSON DAVIS:**     Yeah. We treat you just as well as any other professional.

**UNK:** But, for security purposes, I'll let...

**CHAIR PRO TEM MILLER-ANDERSON:** Can you read...

**UNK:** ...ya'll handle it.

**CHAIR PRO TEM MILLER-ANDERSON:** ...the Item?

[Inaudible dais comment]

**CITY CLERK ANTHONY:**   Mr. Chair?

**CHAIRPERSON DAVIS:**     Yes, ma'am.

**CITY CLERK ANTHONY:**   As previously stated, this is a discussion regarding supporting the Southeast Florida Public Market Fair Association, Inc. commemoration of the City of Riviera Beach 94<sup>th</sup> anniversary.

**CHAIRPERSON DAVIS:**     Go ahead.

[Inaudible comment]

**CHAIRPERSON DAVIS:**     Oh.

[Inaudible comment]

**CHAIRPERSON DAVIS:**     Okay. [Pause]. I don't think that, you know, that hurt him.

[Inaudible whispering]

**MR. S. LOWE:**           Well, good afternoon or good evening. My name is Shelby Lowe. I'm a former Commissioner, or Councilperson, with the City of Riviera Beach. Right now, I currently live in Lark Park but I, um, you know, still try to be active in the community and do my part as a



responsible citizen and part of it, in this case or matter, was forming the Southeast Florida Public Market Fair Association. And just a little background on the organization and why it was formed, I, um, like I said, I served on the Commission from 2007 to 2013. And part of our mission was to redevelop the Marina District and bring in a public market and economic opportunity to the area.

Well, um, I left office in 2013 after running for Mayor and some other personal issues but I still had the desire to be involved and see the mission through and see some of the things that, um, were started during, you know, my experience as a Commissioner here on Board, that made sense to me, become a reality. And hence, the Southeast Florida Public Market Fair Association. And it was started in order to help, A) bring economic opportunity to the area for residents who were concerned and wanted to get involved in the big redevelopment and all of the things that were anticipated over the last 10 or 15 years. It was just a vehicle to bring tourism and interest to the area. So, you know, like I said, after serving, I, you know, was praying and asking God what, what was next. What could I do next? So, we formed this Association to bring economic activity to the area and that's our mission, that's what we're here to do. It's been a process. We formed in 2013, we are the Southeast Florida Public Market Fair Association, it's a non-profit organization that's led by citizens. And, in order to form this organization, you needed 25 electors, which are residents and people that vote in Palm Beach County, folks that are vested and state coders in the community that are interested in having an activity that would create, you know, economic ac'..., activity for everybody.

The law required that we have 25 members to sign up to start the organization and I found 48 members who were interested and thought it, you know, a great idea to bring this type of opportunity to this part of Palm Beach County. Uh, we can go anywhere in the county to form this organization but we..., well, I thought it was necessary to concentrate our efforts here. The approval process required gettin' the 25 electors and then, after that, I needed to get approval from the Palm Beach County Commission, which we got a 7-0 approval from the Commission. And then, we also needed approval from the 15<sup>th</sup> Judicial Court and endorsement from the Florida Department of Agriculture. So, this, you know, had to go through a screening process in order to, you know, to be able to present, at this particular time. And our objective, as I mentioned, is to 1) have an annual fair in Riviera Beach. There's one taking place right now in Palm Beach County out at the South Florida Fairgrounds. It's, if you want, a model or an example of, of what, you know, what I would like to establish here in our part of Palm Beach County. It's going on right now and you can see the activity, the economic drive that's being centered in that area.

Now, just imagine that, right here in our waterfront. And that's..., can happen. We've done all of the necessary paperwork, we jumped through all the hoops, we presented and we're here today to say this opportunity is here, for Riviera Beach. And secondly, we wanna provide job opportunities and thirdly, we wanna increa'..., improve access, availability and affordability of Florida foods and beverages. Hence, the Southeast Florida Public Market Fair Association.

Next, I wanna show you an example of, um, a short video of a fair and what this organization is all about and, here we go again. This..., I can't get this... Every time I come up here it doesn't play for me.

[Pause]

**MR. S. LOWE:** Excuse me?

UNK: [Inaudible].

**MR. S. LOWE:** It's embedded in the file and..., I've gotten to this point. [Pause]. Well, we can move forward.

**CHAIRPERSON DAVIS:** We can catch up to that part. Let's go to the map.

[Pause]

**MR. S. LOWE:** The idea was to, to have the fair in the, um, in, in the, like I said, the Marina District area, part of it being held on the actual Marina District site and then the rest of it being spread out between 13<sup>th</sup> Street, as the north border and Broadway and Old Dixie or President Barack Obama Boulevard, as the southern border. And using that particular area for the, the annual fair. The footprint for the, you know, for the Fair Association would be much smaller but the idea was to use this entire area as, you know, the opportunity to conduct the fair activities.

How we're funded, we..., we're funded by conducting the annual fair and exposition. Part of our plan was, given the opportunity, was to fund the fair through the Southeast Florida Public Market and conducting, or holding, or establishing a public market or farmer's market to fund, you know, all of our activities and holding monthly events. And fourthly, renting our vendi'..., vending space and exhibition space. We also would rely on partnerships from..., and grant opportunities with state, county and local municipalities and then charge annual membership dues. Our resource partners would be, uh, the Florida Department of Agriculture and Consumer Services, the Florida State Fair Association which I have brochures to pass out. We are already on the map. Like I said, I started this in 2013, we're number 43 on this map as one of the state fairs in, in the State of Florida. So, we're already established. You know, I've been trying to do this for the last couple years, with the City and the CRA but, you know, through some reason or another, we just haven't gotten there. But, you know, we are on the map as one of the state fair and exposition sites.

**CHAIRPERSON DAVIS:** Can you pass those out?

**MR. S. LOWE:** Sure.

**CHAIRPERSON DAVIS:** So Council [inaudible]...

**MR. S. LOWE:** Absolutely.

[Pause]

**MR. S. LOWE:** And, you know, like I said, I, I eluded to, you know, my past experience here and one of our objectives was to form a signature event. Well, you know, this is an effort to do that and it hasn't cost the City anything, but my time and the money that my organization, or the organization that we formed, have put out. Thus far, we've had one successful event, which is the Najee concert last year and that was done in order to raise funds in order to help support the, uh,

the fair for 2016. We tried to do a event when the Marine..., Marina Event Center first opened and that got cancelled because, you know, the building wasn't CO'd and we lost money there. And we had an event scheduled in September for the 94<sup>th</sup> anniversary of the City of Riviera Beach, which, I'm here today now, the 94<sup>th</sup> anniversary has past. You know? This MOU is outdated, we'd like to focus on the 95<sup>th</sup> anniversary, in partnership with the City. But, you know, like I said, this is an effort to become a partnership with the City. You know, I'm here as a friend of the City, as a ally, as a person that has served and, you know, once you served and been tied to the hip to something like this, you just don't fade away. I haven't faded away. I'm here, still serving, and I'm here, you know, to offer this chance and opportunity to the residents of Riviera Beach. And that's, you know, my primary purpose here. You know, I'm sorry for the, you know, going off on a tangent. I was listing some of our resource partners, the Florida State Fair Association, the Florida Federation of Fairs and Livestock. These are all resources that are accessible and would be accessible to us if I had a buy-in from the establishment here.

**CHAIRPERSON DAVIS:** Mr. Lowe, you know I can't let you get away with not mentioning Florida A&M University.

**MR. S. LOWE:** Well, yeah.

**CHAIRPERSON DAVIS:** [Chuckle].

**MR. S. LOWE:** Actually, yeah. Florida A&M, they have a inter'..., an agricultural and mechanical program which, you know, all of this is centered around, you know, providing [sigh] opportunity for local residents and supporting the food and agricultural industry that's, that supports a lotta lives and families here in, in Florida and providing access and healthy foods to the residents and people in Palm Beach County.

And that's all..., and that's all this is.

**CHAIRPERSON DAVIS:** So, so we, we've had conversation, you and I before, as regards to food that's, um... How does the organization help out with a, a food desert community like Riviera Beach?

**MR. S. LOWE:** Well, um, we qualify..., if we can get established, we qualify for, for grants through US Department of Food and Agricultural Services and they have a program that prom'..., promotes local, local foods, buying in, in the agricultural products here, uh, in Florida. You know, getting access to these healthy foods for our residents because, you know, the rate of diabetes, the rate of high blood pressure and all the negative elements that are associated with not having access to healthy foods. A lot of folks are experiencing here, right here in this area, this area is considered a food desert. But, you know, once established, which was a part of our original plan, was to do a public market. Once we have this marketplace established, we have access to those dollars. There is a \$54,000,000 grant opportunity, that expires March 27, that is designed specifically for promoting local food marketing, buying in on healthy foods and promoting a healthy food product for our citizenry and we deserve that. I mean, right now they, you know, I mean, they..., [pause].

I can go on and on all day but I don't wanna do that. I wanna keep the task and...

**CHAIRPERSON DAVIS:** No, no. Take your time because I, you know, I do find it very important as you brought this issue to my attention back in 2013. I had the opportunity going and watch Judge Brunson when you went before the Ju'..., the Judge to get the approval. And, then, I went to..., and we talked about inviting the entire Council and the Mayor to the next Florida State Conference because this is an instrument that put the community, when you're talking about community benefit, the people, the people of Riviera Beach in a position to earn and make money and participate in our waterfront. And I stand by that. If we have an instrument that is gonna allow people to participate in their own waterfront and make economic money and then not to depend on others, they can depend on themselves, their energy and their focus on their community. I encourage everyone on this Board to please, once Mr. Lowe provide those dates to us, if you have time, to, to go and visit that conference that we have, uh, annually for the State Conf'..., Fair Association Conference because there's so many components that we all can use to bring back millions of dollars here to our community, um, because he has..., that [inaudible]..., I like to say you because you're the one here and there's 45 members but the Florida sale, that was approved by Adam Putnam. You know, he gave a sale, he signed the letter and sent that, that to the Fair Association for some community in Palm Beach County benefit. I would think it would be [inaudible] for it not to happen in Riviera Beach. You know, I've been criticized and ridiculed for supporting you Mr. Lowe and I stand extremely strong for anytime anyone come to this community and wanna do something for the greater good and have done their research and put their time, they verify and they have confirmed what's important and what the community benefit is, I stand by that. Which means, I'm standing by the people.

I will sit back and just sit back and listen as regards to..., I'd like to have a discussion about the MOU process. Talk a little bit about that, the MOU.

**MR. S. LOWE:** Well, uh, [sigh]. We, um, you know, there's a process in how you do things and this is the process coming before the local Board and asking to establish a relationship where we can have access to those facilities that are already existing to fundraise and use that same exact money to support the activities, you know, that we..., that we're seeking, meaning the annual fair and then the monthly activities that involve cultural activities, such as, you know, gardening, music, concerts, pottery, whatever is associated with the fair. And the unique opportunity that we have is that we are a new fair so we can add our own twist to it and we're located on an intracoastal setting that, if we transpose what's happening out in rural Palm Beach County right now to Riviera Beach right now, on a night like this, it would be fabulous. We have all of the assets here. You know? But, we need an organization like this to bring those pieces together and allow the resources that are out there to be channeled back to the citizens, you know, who deserve it.

And that's who's gonna push the economic opportunity here. If the people aren't involved, then you don't, you know, you don't have any, any room for growth. You don't have real growth or real opportunity. And that's all this is. And what we need help with is, you know, we need a location, we need a home. And, you know, and we need office space and, you know, meetings..., meeting room space for our memberships. You know, we have to grow our membership which is residents of Riviera Beach. Everybody can participate, that's how this thing is driven, through people like me and you, you know, coming together and forming and running our own facilities. This is our stuff, we have rights to it, to use it and if it's sitting around dormant, then it's a disservice to everybody. And, you know, we, we, we need to use the facilities to fundraise and every dime

that we earn, is going back into the fair and back into the facilities that we, that we use. And, you know, we're asking for a financial contribution when you have it and technical resources and planning.

And that is the purpose of the Memorandum of Understanding, which is a formality that consummates a relationship between a non-profit organization, and organization like the City. And we'll be asking for the same thing at the CRA.

**CHAIRPERSON DAVIS:** Okay. I will take this time for my colleagues on the Board who wanna chime in and ask any questions, um, for this, this organization which Mr. Lowe happen to be a member of, 1 of 45. Does anybody have..., anyone on the Board have any questions or comm'..., questions? [Pause]. Okay. I hear none, questions from the Board.

One of the things I wanna add to this Item is that when the CRA talked about having the Marina and they invested \$30,000,000 of taxpayer dollars into that waterfront, and the next thing they came out and said it's supposed to fail for the next six years. I don't think that was a..., you know, I stand by. I said it then, I say it now, anytime you take \$30,000,000 and invest it and you telling me it's gonna be a loss for six years, I have a problem with that. Many restaurants have come to our City, have been drawn and they all say, 'Where are the people? We're not gonna come unless you're having the right number of traffic.' This is one of the instruments that will help generate traffic for the community to take access and control their own waterfront. You talk about regentrification. This is the tool that will eliminate the regentrification. Because this is your property, this is your waterfront. People leave Riviera Beach every spring break to go to Myrtle Beach for the same experience they can have in their own backyard. And let alone experience, they can make money off of it. Like he said, pottery, um, jewelry, you make little trinkets, hats, shoes, shoe shining, if you sell honey, fish, peppers, tomatoes, whatever it is that you do that's unique about you as, as an individual. Whatever talent God has given you, this is the tool that you could use..., 'cause there'll be no more excuses for this community to say that we can't do something for ourselves. This is the instrument.

I encourage this Board, once again, to make sure when Mr. Lowe reach out to us for the next conference, and I'mma tell ya, it was one of the best experience I had as an elected official where I went to another entity, in Tampa, Florida and they were so excited when they approved us on that, on that morning and they said, 'Whatever you need...' And this was people from Charlotte, North Carolina, they was from Tallahassee, Jacksonville, Sarasota, Miami. They said, 'Whatever you need in Riviera Beach, we will come and support you with all our resources.' They said, 'We can give everything we can outside of finance.' And I thought that was a great experience to go to a whole other city and meet with everyone else that said, 'Riviera Beach, we wanna help you become successful. Once you get your local municipality on board, or whoever it may be, we'll be there.' So now, we're finally at the position to where we're just having discussion and I wanna know [stammer] is there anybody on the Board that will have a problem with a MOU coming before for approval with outline being specific about the responsibilities and the commitments to this relationship between the two organizations?

**MR. S. LOWE:** Well, before you do that Councilman, I just wanted to [clears throat], [stammer], make known that any fair in the State of Florida, if you..., anyone wants to go and visit and see operations and the day-to-day workings, I have two passes, I mean, you can go to this

fair or any fair in the State of Florida. We all belong to the same organization and that resource is, is available throughout the entire State of Florida. We're here to pro'..., promote Florida products, Florida agricultural, Florida living, Florida culture, that's, that's our job. So, if you're interested and want a tour or want access to any of the State of Florida fairs, you know, just get in contact with me and [pause], I can make that happen.

**CHAIRPERSON DAVIS:** When is the next conference? What month are they norm'... Is it summer?

**MR. S. LOWE:** Close to the summer. The fair season ends in April.

**CHAIRPERSON DAVIS:** Okay.

**MR. S. LOWE:** So, it's after that.

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:** Yes. Mr., Mr. Chair, I think you, you asked if this.., you want comments from the Board to see how we feel about it, whether we're pro or con and, um, seems to be no discussion or deliberation from the, the, the Council so what does this, what does that mean, at this point?

**CHAIRPERSON DAVIS:** No.

**MAYOR MASTERS:** [Stammer]...

**CHAIRPERSON DAVIS:** What it means is, you know, if.., we just.., do you have anything you wanna talk about?

**MAYOR MASTERS:** Not if no one else does.

**COUNCILPERSON PARDO:** Um...

**CHAIRPERSON DAVIS:** Okay. Well...

**COUNCILPERSON DAVIS JOHNSON:** [Inaudible]...

**COUNCILPERSON PARDO:** Mr. Chair.

**CHAIRPERSON DAVIS:** Hold on. I'm fittin' to work my way down. I did'.., no one said they didn't wanna say anything. They're just waitin'.

**MAYOR MASTERS:** I just wanna kinda see where we are [inaudible].

**CHAIRPERSON DAVIS:** Well, if you don't have anything, I'll go to each Commissioner and they can say what they wanna say on their own mind, for their own.

**MAYOR MASTERS:** I'll come back.

**CHAIRPERSON DAVIS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Okay. So, several times I heard about resource partners and, you know, no one has gone into detail about the responsibilities of these resource partners. Now, after reading the agreement, it seems like the onus is on the City of Riviera Beach to run this program. You'll run the program but we provide everything. You know, you're looking for funding from the City, you're looking for City resources, police, fire, an office in the Event Center, Parks & Rec...

**MR. S. LOWE:** Yes. With all...

**COUNCILPERSON PARDO:** So...

**MR. S. LOWE:** With all re'...

**COUNCILPERSON PARDO:** ...alright, so...

**MR. S. LOWE:** With all due respect, those resources are the very same resources that belong to the people that file for this petition. You ca'..., categorize it as City resources but those are..., those 25 electors, that are registered voters right here in Palm Beach County and Riviera Beach, those are their facilities. And, we're not asking... The provisions are in the state statute. We're asking for use of those facilities. We pay taxes on those facilities and they're there for a reason. And if...

**COUNCILPERSON PARDO:** Correct.

**MR. S. LOWE:** ...if we're not using 'em, and, and the City's not using them...

**CHAIRPERSON DAVIS:** [Chuckle].

**MR. S. LOWE:** ...then what's the purpose of having 'em? And, and we are...

**COUNCILPERSON PARDO:** The other...

**MR. S. LOWE:** ...we are here...

**COUNCILPERSON PARDO:** ...33,000 people in this City if they want to use the Event Center, they have to pay for it. And if they want to have an event that the City really isn't sponsoring, they have to pay for it. And it just seems like this Memorandum of Understanding, is just one way.

**MR. S. LOWE:** Yes. And...

**COUNCILPERSON PARDO:** And it's...

**MR. S. LOWE:** ...that's...

**COUNCILPERSON PARDO:** ...the City...

**MR. S. LOWE:** ...why, that's...

**COUNCILPERSON PARDO:** ... providing all the resources...

**MR. S. LOWE:** That's why, that's why, you know, this isn't anything new under the sun. There's 50 other Florida state fair associations.

**CHAIRPERSON DAVIS:** [Inaudible].

**MR. S. LOWE:** This is done throughout the, the entire State of Florida. The, the South Florida Fair is an independent organization. It had to have a push to get started.

**CHAIRPERSON DAVIS:** Please speak into the microphone.

**MR. S. LOWE:** Right now, they generate almost 14 to \$15,000,000 worth of economic opportunity. So, how do, how do you get there? Through a push, through using the facilities that are already paid for that you have a right, through the Florida State Constitution and the Florida statutes, to use. This is the people asking to use their own facility.

**COUNCILPERSON PARDO:** Right. And asking for...

**MR. S. LOWE:** And all you are...

**COUNCILPERSON PARDO:** ...additional stuff.

**MR. S. LOWE:** ...is a steward.

**COUNCILPERSON PARDO:** Okay. Um, Mr....

**CHAIRPERSON DAVIS:** Yes, ma'am.

**COUNCILPERSON PARDO:** ...Degraffenreidt?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON PARDO:** So, did you look at this agreement? Do you have any issues with this agreement? We have one non-profit coming in asking to use everything that the City offers for free and I would think that there would have to be some kind of procurement...

**CHAIRPERSON DAVIS:** Uh-uh.

**COUNCILPERSON PARDO:** ...to go out and do this.

**CHAIRPERSON DAVIS:** [Inaudible background comment].

**COUNCILPERSON PARDO:** You know, I've never seen a contract like this come in front of the City before where the City gives everything [pause] and gets, really, nothing in return. And we don't know where the money is going, that's made off of the fair.



**MR. S. LOWE:** You're making assumptions...

**CITY ATTORNEY DEGRAFFENREIDT:** The...

**COUNCILPERSON PARDO:** I'm, I'm not...

**CITY ATTORNEY DEGRAFFENREIDT:** The points you're making are well taken because of that being absent in the document itself, those issues need to be resolved and discussed before we can have a binding agreement.

**UNK:** Absolutely.

**CITY ATTORNEY DEGRAFFENREIDT:** The bottom line is whatever is consummated from the concept presented, must have in it, concrete terms in terms of obligations and expectations for both parties. And candidly, your observation's very correct. The current document does not provide that.

**COUNCILPERSON PARDO:** Thank you.

**CHAIRPERSON DAVIS:** Anyone else?

**MR. S. LOWE:** And, you know what, there's room for the document to have anything in it to protect your concerns, Madam Councilwoman, and anybody else's concern because, as you see, the South Florida Fair hasn't gone anywhere. It's been there for 78 years...

**CHAIRPERSON DAVIS:** Mhmm.

**MR. S. LOWE:** ...and provided economic opportunity for Palm Beach County. And all I'm asking, as a responsible citizen, and a person of interest, is to bring that activity here. And it starts somewhere. I'm not asking for the City to give me everything that I need. I., we've spent ov'..., we've lost almost \$30,000 dealing with the City.

**CHAIRPERSON DAVIS:** Mhmm.

**MR. S. LOWE:** I [chuckle], when [sigh]. This Resolution, or, this MO'..., MOU is for an event that was planned back in September and I couldn't get before this Board. I had to pay an artist \$4,000 because it was al'..., the artist was booked already. And the insurance that I, you know, we've had to pay. This is..., I'm a tax..., a non-profit organization funded through fundraising activities. [Pause]. And every dime that I spend, it hurts. I'm not an institution like the City of Riviera Beach. And, I had a responsibility to look after the citizenry when I was up there and what make you think that I would bring something here, at this point in time, that would jeopardize or, you know, put the residents in any kind of harm, in any kind of way. It just doesn't make sense.

**CHAIRPERSON DAVIS:** One, one thing, Mr. Lowe., excuse me, when I heard the comments by our Councilperson, it's great to have concerns and we all have concerns, um, but, this is a unique instrument that is happening in 51 cities across the State of Florida. They all have done it the exact same way. Which means, if there is some people in the community., let's say there's a non-profit and they wanna use the Event Center to do something. They come out and

they have to come and there's a non-profit fee that's already assessed to it, once you go apply for the Event Center. You go there, you pay the application fee, you go to special events, you go through that process. What the South Florida Fair Association would do, will say, they will be [pause] the office that they will go to, they will be a member of that organization. So that same fee that they will normally pa'..., pay, they will be in the participation portion of hosting these events under the fair's umbrella. Instead of going down to the SunFest and paying \$500 bucks a day to vend and vend and vend but once you become a member, you're now a ownership, you're now playing a role as a stakeholder, you're now responsible to make sure that you invite your other friends over to become members, not a person that's coming spending money but making money. It's designed for people in this community..., which the unemployment rate to be so, so high to get reduced to doing the things that they can do. If the City is not using it, if the county is not using it and if the private sector is saying, 'We're waitin' on people,' this is the instrument that's gonna draw people there. So, when people get off their cruise ship and start walking down Broadway with their suitcases, which they do so lovely every week, and they have no destination to stop to, imagine gettin' off the cruise seeing this big, giant Ferris Wheel and you see events going on throughout the month where there's an arts festival, where there's a fishing festival, where there's a hunting festival or a strawberry fest or a conch fest, monthly events that our people of the community 33404 are participating in and making money.

So now you got low crime rate, proud people, a happy community. So, you're talking about live, working, now you can afford to play on your own waterfront. This is an opportunity, once this document comes back like I suggested, to take your time and go through it, sit down and have the conversation. If you don't wanna talk with Mr. Lowe, call right here in the county, right here at the Fair Association [inaudible] that some many folks gonna spend money to, and they'll explain the same informa'..., they're assisting us as well to make this happen because once this organization go to the tourism board and ask for resources and funding, they' gonna say, 'Okay, we all wanna support you but if Riviera Beach don't want you, should we take you or shou'..., should we recommend you to another city? And I will feel sick to my stomach to see the Southeast Public Market Fair Association in Lake Worth, Lantana, Belle Glade. Not that I don't wanna see nothing good happen in no other city, but this'll be a time that our community can make money every month and take care of their families. If we could get to a time where they don't have to wait for us to buy 'em turkeys, they can go out and do events and give back to their own community. We have to start self-empowering and encouraging our people by giving 'em instruments to come use and do something for themselves. We ain't talkin' about going over there and throwing a party, we're talking about going over there and doing things monthly. 102.3 contacted the other day, they say they wanna do events. So, they wanna do card tournaments, they wanna do bingo night. They wanna do all these different events with the Fair Association so we can get our seniors involved. We got our young kids involved, we wanna get the 4-H Club. When you're talking about the Department of Agriculture, University of North Florida, University of Florida, Florida A&M University, the extension office. All these folks are saying yes. All these entities, who have such great credibility, are saying yes and they read the documentation and they seen this happen before, 51 other cities are saying yes, so when they get the Judge saying yes, seven county commissioners said yes and they know what the statute is, they know this has great credibility. They wanna see Riviera Beach be successful. They wanna see the people be happy and that's what I wanna see, the people be happy.

I'm not saying support this item as is now, we're saying is, once this item is.., MOU's put together, um, at a point, that each Councilperson take their time with Mr. Lowe or any representative to go through and address your concerns in those meetings so when we come back, we can feel very comfortable, and not having a long meeting to discuss something [inaudible] helping our people, helping our community and helping Palm Beach County draw to Riviera Beach because these restaurants wanna come and we need to give 'em a reason to come.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair Davis?

**CHAIRPERSON DAVIS:** Madam Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** You're done? Are you done?

**CHAIRPERSON DAVIS:** Yes, I am.

**CHAIR PRO TEM MILLER-ANDERSON:** So, okay. So, we're not doing anything, we were...

**CHAIRPERSON DAVIS:** No.

**CHAIR PRO TEM MILLER-ANDERSON:** ...just listening to the presentation...

**CHAIRPERSON DAVIS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** ...tonight and like the memo from September 2<sup>nd</sup> said, that it suggested that the appropriate staff, minimally Public Works, police and finance review the agreement to determine operational and fiscal impacts of this agreement prior to pres'.., to the presentation for consideration by the City Council.

**CHAIRPERSON DAVIS:** Correct.

**CHAIR PRO TEM MILLER-ANDERSON:** So, technically, we don't have anything to discuss tonight because the, the MOU is very vague in general so, I mean, we can't, but you can't do anything so...

**CHAIRPERSON DAVIS:** No.

**CHAIR PRO TEM MILLER-ANDERSON:** ...he's gonna do.., they're gonna get the information and he'll come back and then we'll make a decision from there. So, there's really no questions to ask from me anyway because there's.., everything is so vague, as Ms. Pardo explained earlier.

**CHAIRPERSON DAVIS:** I just wanna make sure that when, when we have this meeting, that no one can say they didn't know nothing about it. Not saying that someone would do that, that we all, if we really are for this community, not saying that some of us are not and some of us are, that when they reach out to us, please be respectful and find some time to sit down and see whether if this is really what it is or if it's something you just choose not to, I understand. But we're not gonna wait 'til we get to a meeting at this point to shine for Channel 18 when we coulda had a one on one and really asked the right hard, hard-nosed questions.

But, thank you, Mr. Lowe, for coming out tonight. Um, presentation, job well done. I'm sure that after you sit down with the legal department, that you schedule some meetings with each of the Council Members and the Mayor, so that we can move to the next step.

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Make sure everybody understand exactly what the purpose of this event is, so they can ask all those questions in those meetings and they still don't have an opportunity, they're still not satisfied, then we can address at this point. But, I wanna make sure this is presented before the public as an understanding that there's something for you Riviera Beach. And you don't have to wait on nobody to use your own facilities, you don't have to wait on nobody to benefit in your community and you have much love for what's, what's yours and that's Riviera Beach, that waterfront. And this is the time to do it, it's been 30 years of nothing. It's time that we do something. I don't wanna march anymore, I'm tired of talking about shootings, I'm tired of talking about negativity.

**MR. S. LOWE:** Right.

**CHAIRPERSON DAVIS:** I wanna talk about something positive.

**MR. S. LOWE:** And this MOU and this request for a, a partnership is exactly that. It is a request for opportunity to, to get with everybody that's involved to come up with an, an instrument, an agreement in order for us to, you know, help folks that are in need. So.

**CHAIRPERSON DAVIS:** Ms. Larson, did you wanna ask some questions?

**MS. B. LARSON:** [Inaudible].

**CHAIRPERSON DAVIS:** Okay.

**MAYOR MASTERS:** And I'll ask some when she gets done.

**MS. B. LARSON:** Just a few questions, most of 'em are answered. Alright, when we're talking about a monthly event, how many days a month are we talking about? Things that we need to know, to think about. How many days are we talking about because everything else at the Marina is gonna have to be closed down. Now, you mentioned Ferris Wheels and stuff like they have at the fair, that's a very small Marina so where are we gonna put all that stuff and where are people gonna park? I didn't understand where that green space was across from the Marina. There was a property there, I, I didn't know where that was or who that belongs to or was it planned that we use that property too or... Um, how much has been raised thus far, since there was supposed to be something in September, I'm wondering how much money has been raised thus far? [Pause]. Where have the previous fundraisers been held and how much money did we make on those? Wou'.., this is gonna be.., is this gonna be a precedent for other non-profits to use our facilities because it's our facilities too but we have to.., if I wanna go there, I have to pay. So, is this gonna set a precedent for other non-profits to use our facilities there?

If you have a fair or something down there, they're gonna ruin the grass and this, that and the other. So, there's gonna be other things involved. And, um, oh, I'm always harping on this. If you

approve this at some point, it says in there, 'Automatically renewable contract.' We don't do renewable contract, automatic renewable contracts anymore. Do we? I say that every time.

Okay. Thank you.

**CHAIRPERSON DAVIS:** Thank you, Ms. Larson. Hey, Mr. Lowe, Ms. Larson brought up a good point. Talk about the relationship with other non-profits. How will they, how will they work?

**MR. S. LOWE:** Well, I, I, you know what? I'm just, you know, starting to think that this whole thing is jinxed because, you know, the video really explains everything, the benefit that this organization has. For other non-profits, it, you know, it provides a vehicle for them and also what it's supposed to do for the community at large. And every time I come up here, the video doesn't show. You know? And things happen or what not but, you know, like I said, I used to be up there and, I, I was one of you. You know? And I know what it takes, I know the approvals, I know the resources that are out there and I know what you're facing so, this is in opportunity as presented. You know, I'm willing to work and see this thing through. And, and this is, this is the extent that.., what I can offer and this is what I have. And that's it. And...

**CHAIRPERSON DAVIS:** All you can...

**MR. S. LOWE:** ...if it...

**CHAIRPERSON DAVIS:** ...do is try.

**MR. S. LOWE:** ...doesn't go anywhere passed this, then, you know, so be it.

**CHAIRPERSON DAVIS:** Mhmm.

**MAYOR MASTERS:** Mr. Chairman?

**MR. S. LOWE:** But thank you.

**CHAIRPERSON DAVIS:** Okay.

**MAYOR MASTERS:** Mr. Chairman?

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:** Stand, stand.., stay there, Mr. Lowe, I have a couple questions for you. You founded this non-profit organization in 2013? Did you say?

**MR. S. LOWE:** Yes, sir.

**MAYOR MASTERS:** That was after you served on the City Council?

**MR. S. LOWE:** Yeah.

**MAYOR MASTERS:** You served on the City Council what, about five years?

**MR. S. LOWE:** Six.

**MAYOR MASTERS:** Six years. Was there any reason during your, your tenure...

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible background comment]

**MAYOR MASTERS:** ...on the City Council that you didn't bring this same concept to the Council that you were on and Chair, at one point?

**MR. S. LOWE:** I was, I was a Chairman my first year when I...

**MAYOR MASTERS:** Yeah. I remember.

**MR. S. LOWE:** But, uh, at that time, I, I didn't know anything about this. Like I said, this came to me after I was out of office but I did make an attempt to start a, a, uh, a public market the last year that I was in office and it died on the vine through lack of support from my colleagues on the Board. The money was there, the money has always been there. There's \$250,000 that's been sitting in the City's coffers for opportunities just like this that I've known has been there and I've tried to access that, you know, that money in order to spread it out and make use of it within the community so it could be used for its own purpose. But, for some reason, when I come up here and when I do things involved in this City, you know, I get ostracized and treated like I'm here to, you know... I, I don't know what it is but...

**MAYOR MASTERS:** My next question...

**MR. S. LOWE:** I'm sorry, Mayor.

**MAYOR MASTERS:** No. That's okay. Now, you eluded to the fact that there are 51 Florida fairs and locations?

**MR. S. LOWE:** Yes, sir.

**MAYOR MASTERS:** And that we are number...

**MR. S. LOWE:** 43.

**MAYOR MASTERS:** 43. But that's because we'..., it's alphabetical? Right?

**MR. S. LOWE:** Yeah.

**MAYOR MASTERS:** Okay. The Judge... Alphabetically meaning that the name of your organization is Southeast so starting from Alachua County and Broward County and we happen to be 43 alphabetically.

The other thing I wanna ask you, the Judge, when it went before Judge Brunson, what was the purpose?

**MR. S. LOWE:** To grant the decree of incorporation.

**MAYOR MASTERS:** Which has nothing to do with the, um, the workings..., for lack of a better word, of the fair itself. Just, this was to go before to get, to be corp'..., a corporation?

**MR. S. LOWE:** Absolutely and grant the final approval. Everything about this organization, what it's supposed to do, its bylaws, its limits, its stipulations, its requirements, is in the State of Florida's statutes...

**MAYOR MASTERS:** So the Judge...

**MR. S. LOWE:** ...Chapter 616.

**MAYOR MASTERS:** So the Judge was just...

**MR. S. LOWE:** So, all the...

**MAYOR MASTERS:** ...confirming and verifying...

**MR. S. LOWE:** ...all the Judge was doing was following state statute and granting...

**MAYOR MASTERS:** The corporation.

**MR. S. LOWE:** ...the organization, what's, what they're allowed to do according to state statute.

**MAYOR MASTERS:** Southeast Florida, um, when you say Southeast Florida, that's just not specific or is it., were you thinking in, in broader terms other...

**MR. S. LOWE:** I was thinking...

**MAYOR MASTERS:** ...than Riviera Beach?

**MR. S. LOWE:** I was thinking...

**MAYOR MASTERS:** When you...

**MR. S. LOWE:** ...in broader....

**MAYOR MASTERS:** ...said Southeast?

**MR. S. LOWE:** ...terms because the objective was to pull resources from, from outside of Riviera Beach because, on its own, we couldn't do it.

**MAYOR MASTERS:** And have you been successful in doing that so far? From the other., outside of Riviera Beach?

**CHAIRPERSON DAVIS:** [Inaudible background comment]

**MR. S. LOWE:** I have been successful in, in obtaining the funds to establish the organization. The key to accessing funds from the state and other organizations, is to have the City buy in.

**MAYOR MASTERS:** Okay. But you...

**MR. S. LOWE:** I don't...

**MAYOR MASTERS:** ...have not...

**MR. S. LOWE:** ...have a stadium, I don't have a race track, I don't have a ballpark. We don't do that kind of stuff, the City does...

**MAYOR MASTERS:** I understand.

**MR. S. LOWE:** ...that kind of stuff and it does it for the purpose of everybody having the opportunity to enjoy and, you know...

**MAYOR MASTERS:** Also, the..., you mentioned you were going to have, or either had, an event in September? Past?

**MR. S. LOWE:** Past...

**MAYOR MASTERS:** What...

**MR. S. LOWE:** ...September.

**MAYOR MASTERS:** ...which., what was that event?

**MR. S. LOWE:** That...

**MAYOR MASTERS:** [Stammer]...

**MR. S. LOWE:** ...was our inaugural event, was our first fundraiser and, at that time, it got..., we got to the point where we had secured the artist, the insurances and all the necessary paperwork and for some reason or another, we got notified that the grounds weren't CO'd.

**MAYOR MASTERS:** Okay.

**MR. S. LOWE:** So, we lost all that money.

**MAYOR MASTERS:** The event that you had with Najee, what month was that?

**MR. S. LOWE:** That was [pause]...

**MAYOR MASTERS:** What year?

**MR. S. LOWE:** I think it, it was last year.



**MAYOR MASTERS:** Would you, would you term that a successful one?

**MR. S. LOWE:** I would term it...

**MAYOR MASTERS:** Financially?

**MR. S. LOWE:** ...successful in, in... No. Not., no. Not financially, no.

**MAYOR MASTERS:** Okay.

**MR. S. LOWE:** No. We, you know, we had to, you know, we had to eat a lot of costs.

**MAYOR MASTERS:** But that was the event that the City purchased 'x' amount of tickets for the employees. Mr. Manager, how many tickets did we purchase?

**CHAIRPERSON DAVIS:** 400.

**INTERIM CITY MANAGER JONES:** I don't recall the number but I think it was...

**CHAIRPERSON DAVIS:** I'll tell you, 400.

**INTERIM CITY MANAGER JONES:** 400? Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** That was...

**CHAIRPERSON DAVIS:** It was one...

**INTERIM CITY MANAGER JONES:** \$6,000.

**CHAIRPERSON DAVIS:** It was one, it was one ticket per employee for the City.

**MAYOR MASTERS:** Okay. But it wasn't, you would not, uh, deem that as successful? Now, let me ask you a couple more que'.., and I'm done.

**MR. S. LOWE:** Yes.

**MAYOR MASTERS:** First of all, let me thank you for your support. As you said, you did run as an opponent, uh, one term, one time towards the.., for the Office of Mayor but after that, you were a gentleman and you were very supportive of, of the Mayor, the next time that I.., I appreciate your support. Um...

**MR. S. LOWE:** Well, I'll leave the politics to you guys. It'...

**MAYOR MASTERS:** Well, it's being a public servant. I'd rather not...

**MR. S. LOWE:** Absolutely.

**MAYOR MASTER:** ...use the word politics. Okay. Let me ask you this, um...

**MR. S. LOWE:** And I'm a public servant too, still.

**MAYOR MASTERS:** Thank you.

**MR. S. LOWE:** [Inaudible].

**MAYOR MASTERS:** You mentioned that this would be a financial big.., financial bonus, for lack of another word, for the City, that we would benefit. Have you done [clears throat], pardon me...

UNK: [Inaudible].

**MAYOR MASTERS:** ...[inaudible]. Thank you. You're... The things not working, my mic, I'm gettin' hoarse too so maybe there is a jinx around here. But anyway, let me ask you this, have you done any financial study or impact as to what [stammer], to suggest what that financial gain would be for...

**MR. S. LOWE:** The only model...

**MAYOR MASTERS:** ...the City?

**MR. S. LOWE:** ...that I have to refer to is the South Florida Fair which is local and the only s'.., you know, we have some similarities but the difference is that, you know, that's rural and, and we're coastal.

**MAYOR MASTERS:** Okay.

**MR. S. LOWE:** I would like to do more market research but that requires, that requires the resources that you guys have that we pay for. You know, I don't.., we don't have all of that. And...

**MAYOR MASTERS:** Well...

**MR. S. LOWE:** ...you know, with a partnership with the City or using your planners or your resources that we pay for, you know, we could come up with those answers but the long-term benefit would be a viable, uh, activity for the City that would make money and everybody would have an opportunity to be involved and I, I thought that was the name of the game. But...

**CHAIRPERSON DAVIS:** Well, I...

**MR. S. LOWE:** ...apparently...

**CHAIRPERSON DAVIS:** I'mma say this much...

**MAYOR MASTERS:** Well, Mr. Chair, will you let me finish my line of questioning, please?

**CHAIRPERSON DAVIS:** Okay. Go ahead.

**MAYOR MASTERS:** And, and then...

**CHAIRPERSON DAVIS:** Take your time.

**MAYOR MASTERS:** ...I'll be done.

**CHAIRPERSON DAVIS:** Take your time.

**MAYOR MASTERS:** Just give me one more minute.

**CHAIRPERSON DAVIS:** Take your time.

**MAYOR MASTERS:** Job opportunities. You mentioned that this will provide many, several, whatever word you may have used, job opportunities would be on the table for the residents of Riviera Beach. My question is, Mr. Council Lowe, and I still call you that, out of respect.

**MR. S. LOWE:** Thank you.

**MAYOR MASTERS:** Do you have any [stammer] figure as to how many jobs are we talking about?

**MR. S. LOWE:** Well...

**MAYOR MASTERS:** That would, would provide?

**MR. S. LOWE:** I, I can provide you with this magazine here. This is a fairs and expo, uh, publication and it's provided through the International Association of Events and Fairs.

**MAYOR MASTERS:** Okay.

**MR. S. LOWE:** It's an industry.

**MAYOR MASTERS:** Okay. No, I'm...

**MR. S. LOWE:** Which we are a member of and, and this is a.., the National Industry of Concessions Association, which we are a member of. And these are viable jobs through concessionaires, through exhibits, through transportation, through meal, uh, providing.., I mean, the industry is...

**MAYOR MASTERS:** I understand.

**MR. S. LOWE:** ...all concentrated and, and it's.., if you look, it is a viable industry.

**MAYOR MASTERS:** I understand. Final question, I think you said that the statute, something said that you needed to 25 people?

**MR. S. LOWE:** 25 electors.

**MAYOR MASTERS:** But then I saw you had 48?

[Inaudible dais background comment]

**MR. S. LOWE:** Yes.

**MAYOR MASTERS:** So you went above and beyond the 25, forty...

**MR. S. LOWE:** Well...

**MAYOR MASTERS:** Was there any reason why you went to 48 instead 25?

**MR. S. LOWE:** Just, uh, it's just a, it's just habit.

**MAYOR MASTERS:** Thank you, sir. Mr. Chair, I'm...

**COUNCILPERSON HUBBARD:** Mr....

**MAYOR MASTERS:** ...I'm conclu'..., I'm done.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Thank you, Mr. Lowe. I guess this is something that we can take up in our retreat, if Mr. Jones can fit it in to his calendar. So, and, and I think that we, you know, all has been said that can be said so if we could have it., we could further discuss it in, in the retreat if the colleagues don't mind.

**CHAIRPERSON DAVIS:** Yeah. We can look at the MOU at that time, as a group.

**COUNCILPERSON HUBBARD:** Thank you.

**CHAIRPERSON DAVIS:** Alright. Mr. Lowe.

**COUNCILPERSON HUBBARD:** Thank you, sir.

**CHAIRPERSON DAVIS:** Thank you for your time. We'll bring this MOU to the retreat and...

[Inaudible dais background comment]

**CHAIRPERSON DAVIS:** ...we'll, we'll, we'll...

**COUNCILPERSON DAVIS JOHNSON:** This...

**CHAIRPERSON DAVIS:** ...drill down on it

**COUNCILPERSON DAVIS JOHNSON:** ...this MOU?

**CHAIRPERSON DAVIS:** Yeah.

**MR. S. LOWE:** Thank you.

**COUNCILPERSON DAVIS JOHNSON:** Why would we bringing this MOU when it is...

**CHAIRPERSON DAVIS:** Outdated.

**COUNCILPERSON DAVIS JOHNSON:** It's not...

**COUNCILPERSON HUBBARD:** A MOU.

**COUNCILPERSON DAVIS JOHNSON:** ...quantifiable. It does'..., it's not specific. Why would we bring this one back to discuss?

**CHAIRPERSON DAVIS:** We're gonna discuss what we wanna add to it, what changes need to be made, at that time.

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** No. They need to..., they want the Memorandum of...

**CHAIRPERSON DAVIS:** Well, just...

**COUNCILPERSON DAVIS JOHNSON:** ...Understanding, right? So, they need to prepare it.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** So we won't have this for the...

**COUNCILPERSON DAVIS JOHNSON:** We don't need to...

**CHAIR PRO TEM MILLER-ANDERSON:** ...retreat.

**COUNCILPERSON DAVIS JOHNSON:** ...discuss this. I don't, I don't see how we can incorporate this into the retreat...

**INTERIM CITY MANAGER JONES:** No. I would just talk about a process by which...

**CHAIRPERSON DAVIS:** Mhmm.

**INTERIM CITY MANAGER JONES:** ...will answer some of the questions that Mr. Degraffenreidt had.

[Inaudible davis comment]

**CHAIRPERSON DAVIS:** Okay.

**INTERIM CITY MANAGER JONES:** And meet with Mr. Lowe to talk more specifically about specific events.

**CHAIRPERSON DAVIS:** Correct.

**INTERIM CITY MANAGER JONES:** And then, assess each event and bring you back specific information.

**CHAIRPERSON DAVIS:** That...

**COUNCILPERSON HUBBARD:** Good.

**CHAIRPERSON DAVIS:** ...makes sense.

**COUNCILPERSON HUBBARD:** Good.

**CHAIRPERSON DAVIS:** That's fair.

**MR. S. LOWE:** Thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. Alright. Now we can move on.

### **BOARD APPOINTMENTS**

#### **8. REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBERS**

**CHAIRPERSON DAVIS:** Board appointments for the Library Advisory Board.

**COUNCILPERSON HUBBARD:** It's hot in here.

**CHAIRPERSON DAVIS:** Item No. 8.

**COUNCILPERSON PARDO:** Motion to approve the two Board members.

**CHAIRPERSON DAVIS:** Do we have a second?

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Any questions? We have a motion and a second. 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 Jonson?

**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, thank you.

### **COMMENTS FROM THE PUBLIC**

**CHAIRPERSON DAVIS:** Now, we have reached the time where we go to our public comment section and I will read this off.

**CHAIRPERSON DAVIS:** 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 all of ourselves accordingly.

**CHAIRPERSON DAVIS:** And we all have three minutes. First person will be Mr. William McCray.

**MR. W. MCCRAY:** William McCray. Trader, spies, sell-outs and house slaves. There's probably a lot more adjectives that I could use that wouldn't be appropriate for this Chamber but when I talk about looking out for the community, in particular, the African American community, it's something I take very seriously. The last commission meeting, it says right here, cards must be submitted before the Item is discussed. Public comment is not an Item. You were very rude to the Mayor for yielding his time to me, Chair and I'm..., appreciate that he did but to build a poison plant in the City of Riviera Beach, right next to some of our most vulnerable citizens is, is just ludicrous. It's ludicrous. I said it before and I'll say it again, maybe we can put it on Singer Island or we can build it out west near the dump. We have land out there next to Ibis or Iron Horse, maybe they won't give you any resistance. It, it's just crazy to do that. We can put it on MacArthur Park, the state park. Put it, put it next to that, see if we get any resistance.

We..., most of our water comes from an underground aquafer and if there is a 420,000 gallon spill, it will pollute that aquafer. Not only for the City of Wes'..., Riviera Beach but for all the surrounding cities that utilizes aquafer for our drinking water. We've already had one debacle, water debacle here in the City that wasn't reported and we don't want another Flint, Michigan here, in Riviera Beach. We don't need it. We should be moving to RO, reverse osmosis which is what most European countries do because it's cleaner. Chlorine is a poison and we're drinking it, we should be re'..., we should be weening ourselves off of that poison anyway. It, it's crazy to keep drinking chlorinated water when there's many more

technologies. It should be a capital project and we should move away from that [inaudible], that sort of poison. It, it's just ridiculous to, to put the people in danger. And World War I, the first gas that was used in an attack in 1925 by the Germans, was chlorinated gas. Chlorine. And it killed thousands and thousands of troops.

We, we just cannot allow that. We have environmental racism, environmental racism. What we need is environmental justice. In the 1980's, people of color began organizing environmental campaigns to prevent the poisoning of farm workers with pesticides. Activists also demanded cleanup of communities around Alabama and other places in the United States. It appears that we want incinerators, gas facilities, chlorine facilities and, and things of that nature in black neighborhoods. We need to stop poisoning our people. We need to lift our people up. We should be ashamed that we would sell out for a few jobs and I'd like to know who gets those jobs.

And, by the way, the Mayor didn't pay for me to come in here and speak. Okay?

[Beep]

**CHAIRPERSON DAVIS:** Thank you for your comment. Next person will be Mr. John Miller.

**MR. J. MILLER:** I, I have a few..., just, uh, items I'd like to speak about. One is, um, you know, they say sticks and stones can break your bones but words can't hurt ya. Don't believe that at all. And what happens is, and I'm using this an example, I just defended everybody up there, two, three weeks ago on a site that we have. Next door neighbor say, 'Can it hurt?' Damn right it can hurt, I'll tell you why 'cause the, the divisiveness, it caused people to point fingers and be angry. All these different things. These things cannot go on. And when people do that, yeah, they have freedom of speech and I stood up for every one of ya's because..., not because I supported most of ya's, because it was right. And I listened to the civil right leaders, what do they say, 'Stand up and speak up and do what's right.' That's first.

Now, on the same issue, with the site, we have a few minor problems over on Singer Island, minor. I'm saying that because we know what happens here. And I'm gonna tell ya, I'm a person that cares about what happens on this side of the bridge. I do. And I get involved. And, I work with Philip Dukes and everybody else to try and come up with some kind of a solution that, that plagues small, middle and large cities. Alright? So that's that. Over there, on the site, there's a lot of complaints goin'..., minor things. But I wanna bring it to your attention 'cause I keep telling these people when they go on these sites, you don't see it. The other four'..., Dawn sees it but the other four Commissioners don't see these things. And we're ta'..., the Ocean Mall is a prime example. We need to get that cleaned up over there. I talked to the Major, he's very receptive, all the police are. Danny Jones, anytime I talk to him, is completely receptive. But, that's the golden goose over there. And, you know, I don't know if it's the person that manages it is not doing a good job. I'm not talking about the City, I'm talking about whoever manages that complex. But what goes on over there has to change. Especially at night. The, uh, I talked to the director for the Ambassadors, they're



doing a good job and they're doing what they can. But I'm tellin' ya to please look at this and try to clean it up.

The last thing I'm gonna talk about, Lynne, this is for you about jobs. I'm runnin' outta time but I'll try to talk fast.

**CHAIRPERSON DAVIS:** [Chuckle].

**MR. J. MILLER:** We got.., what do we got, a couple hundred million.., a, a, a couple million man hours of work goin', gonna happen over on Singer Island. I live right across from that Vista Blue project. Lemme tell you somethin'. I watched.., since I go across the street to the beach a lot, I see the people coming outta there. Do you think any of them work for the City? No. You know that big resort job that just started? There's at least 50 there. I jogged by there this morning.

[Beep]

**MR. J. MILLER:** At least 50 people already on the site. Do you have one person from Riviera Beach that works there? You gotta get with these developers beforehand and you gotta tell them that a certain percentage, you want a... Maybe we don't have all.., enough skilled craftsman, maybe we train them, maybe we... I know you got people that could be laborers, signalmen out front...

Sorry for taking up your time.

**CHAIRPERSON DAVIS:** Thanks, Coach. Ms. Bonnie Larson. Thank you for your comment.

**MAYOR MASTERS:** Mr. Chair, while she's coming, let me just briefly state, for the record, that congratulations to County Commissioner Mack Bernard who did a video today, public video in opposition to what is being called the "Poison Bleach Project," headed towards Riviera Beach.

Thank you...

[Audience clapping]

**MAYOR MASTERS:** ...Commissioner Mack Bernard.

**MS. B. LARSON:** Bonnie Larson. I'm very disappointed tonight that we're, we're lowering our standards in Riviera Beach, especially at that project which was on the Consent Agenda and I don't understand why that was on the Consent Agenda. There's about 1,000.., excuse, there's 500 units there. Do you know how many parking spaces are gonna be there? 900, uh, nine hun'.., almost 1,000 parking spots for 500 units. That means two spots total. Three and four bedroom units, two parking spots each. They're gonna be parking in the streets. We know about road rage, we're gonna have parking lot rage in that community. We know about it and I don't know why we lower our standards. That attorney, when she came here, she said, 'Well, it's very typical that developers tell the cities what's

standard and what regulations are to be held, it's very typical for that to happen.' It should not be typical. We should be setting the standards and we should raise our standards rather than lowering them.

Now, you wanted to hear positive so when I bring up a problem I always have a solution to it. There's a median I was talking about right on Broadway, just north of Blue Heron and I said there was an old pipe there which has been...

[Inaudible dais background comment]

**MS. B. LARSON:** ...run over and it was dangerous for someone to trip and hurt themselves on it. Well, okay, they moved that but they did not move, right next to it, there's a cement block on which there sits a six inch round cover, very easy to trip over and hit your head right in the pavement. Don't we see this when we removed the pipe? Don't we see right next to it? [Inaudible]. We have to put a cage or something around that so people don't injure themselves and, and we have another lawsuit in Rivera Beach. We have to think when we're doing things and not..., I shouldn't have to come up here and say the pipe and that cover, you should see it while you're there. Now, somebody has put in grass there so it's even, even harder to see that trip hazard. We have to communicate between our departments here.

Code, Code needs to have more information when they put up the orange signs. I have seen a few orange signs but they just write on there, just this, this property needs to be fixed. Well, in my area, there's a overgrowth of over ten feet. So what happened? The guy got the very faded sign, he cut the grass. [Ugh sound]. So now we have to wait another three months for that to come up again. The old trailer parks along Broadway, the grass is still knee high, the branches are still laying there. The fence around the pool, you talked about at that community. There was one child, I remember, who drowned or almost drowned in one of those communities out there. We needed to tell 'em to put the fence, not ask them are they gonna put a fence for us. We need to set the standard so our children don't get hurt here.

[Inaudible dais background comment]

**MS. B. LARSON:** City events. It would be nice when we have at the end of the meeting for us to know what's happening in the City. And last time, they said nothing's happening in the City. Well, I went home and heard on the news that the Governor of Florida was coming right to Riviera Beach the next day. We'd like to hear these things from the Council, not have to listen to 'em on TV and find out what's happening in our own City. So, let's see if we can up our standards here and, like I said...

**COUNCILPERSON HUBBARD:** [Inaudible].

**MS. B. LARSON:** ...all these thing I talked about tonight are no cost to us.

**COUNCILPERSON HUBBARD:** [Inaudible background comment].

**MS. B. LARSON:** Get Code...

[Beep]

**MS. B. LARSON:** ...after these people who are leaving our City looking like a dump, the investor'..., investors, in quotes.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you. Ms. Larson, I, I do recognize you come here every week to say almost the same thing over and over and I, I've asked Mr. Jones had we reached out to you and I believe they wanted to try to make arrangements to have you come and go out with them and so that he can go out and put it right in..., put the order in to get these things fixed. So, before you leave, could you make sure that..., just leave those items or, or a way of contacting them and they could see you afterwards if you would like to do that. But he did write down all of the things in which you just went over...

[Inaudible dais comment]

**CHAIR PRO TEM MILLER-ANDERSON:** I know sh'..., I heard her say no. So, the things that were written [chuckle] down, he wrote 'em down and, um, we'll make sure that that's taken care of. I, I, I thought we had kinda crossed that bridge already but apparently not, so, we'll make sure that's taken care of.

Thank you.

Alright. Next, we have Teresa Cook and then after that we have Ms. Anita Lewis.

**MS. T. COOK:** Good evening.

**UNK:** Good evening.

**MS. T. COOK:** I wanted to, um, come up here and address the chemical company that was coming in to Riviera Beach that we were allowed to come here and, trying to vote in to the system. I did a little research on the, the health dangers of chlorine. It itself, is very reactive with the human body and very toxic. It irritates the eyes and skin, even quite low levels of..., can cause permanent lung damage. Even if it does not kill you, breathing high levels of chlorine cause pulmonary edema, fluid building in the lungs. Accidents with chlorine do happen in, in Graniteville, South Carolina on J'..., January the 6<sup>th</sup>, 2005, a railroad tanker full of liqui'..., uh, liquefied chlorine gas was punctured, killing eight people that day with another fatality three months later attributed in'..., inhaling the gas. More than 5,000 people were evacuated from its immediate vicinity and some have health problems more than 10 years later.

**MAYOR MASTERS:** Mm, mm, mm.

**MS. T. COOK:** The question that I wanna ask, do the City have a, a incident command system in place to handle such an atrocity, if this happens? The second question I wanted to ask the City of Riviera Beach, is the City prepared to handle such a catastrophe and at what level are you guys, uh, is the City as a whole, able to handle such catastrophe should this happen to the residents here within our community?

Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

**COUNCILPERSON HUBBARD:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Ms. Anita Lewis and Ms. Charlotte Darville after Ms. Lewis.

**MAYOR MASTERS:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**MAYOR MASTERS:** I do wanna ask the, the Attorney a legal question based on what Ms. Cook said. At what time can I do that? 'Cause it's based on what she just said, that...

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead right quick.

**MAYOR MASTERS:** Thank you. Mr. [Stammer], Degraffenreidt.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**MAYOR MASTERS:** If the City, the Council, which I hope they don't, if they vote to, to accept the Poison Bleach thing in the City and if there is any type of accident, catastrophe as Ms. Cook stated, would..., would or could the City be listed as being liable because we voted and sanctioned it in?

**CITY ATTORNEY DEGRAFFENREIDT:** No. Not based upon your legislative... The entity itself could be found legally culpable if there was something negligent in their actions that caused other individuals harm to their property or to their persons. The question you asked me was about the decision and the decision-making process, like judge's decision-making process, are sacrosanct. The reason it's that way, is they don't want to impede the decision-making body of the juris or the elected body. So, the decision you make is immune from legal process. There has to be an act of negligence that makes you culpable as a legal means. Those are two different things.

**CHAIR PRO TEM MILLER-ANDERSON:** Oh... Mayor.

**MAYOR MASTERS:** I'm done.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, if you wanna come back with your Mayor comment and go...

**MAYOR MASTERS:** [Inaudible]. That's why I asked [inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** ...back there, we can. I don't wanna hold up the public.

**MAYOR MASTERS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Thanks.

**MS. A. LEWIS:** Good evening. My name is Anita Lewis, Rivera Beach, Florida. I have a lot to cover so if I talk too fast, could somebody just give me the slow down?

[Chuckle]

**MS. A. LEWIS:** First of all, I wanna thank you all for what you did for the Riviera Beach Chargers, for sending them to Orlando and, you know, the parade, everything. It was awesome. That really showed them appreciation.

Second, we had a crisis in this City December 23<sup>rd</sup>, we've had several crisis in the City. On this.., when the press conference was held, I seen all of our key figures up there but I did not see our Chief of Riviera Beach. I know that [inaudible] people say there's extenuating circumstances why he wasn't there, there's plenty of excuses. As a football mom, I don't buy excuses. He should have been there because when things go wrong in the community, we look to our leaders and he is a leader so he should have stepped up and talked to the citizens and not come to a City Council meeting and basically say, 'I was too busy.' That's how it was applied to me, that he was too busy to talk to the citizens. If he didn't have time, then he should've sent somebody else to talk to them.

Moving on, 'cause that opens up my next thing. Um, I don't know if you guys remember last December, we had all these beautiful kids here for our essay contest. Well, we're gonna do it again this year. It's gonna be a great opportunity. A lot of people in the City said they did not know about it so I'm here to announce it again, the ending date is April 3<sup>rd</sup>. If you would like to [stammer] need more information, my phone number is 561-452-4416 or you could email me at nitastory73@gmail.com. We also.., we're.., this year, we're gonna do it a little bit differently. We're gonna reach out to at risk students also so if, um, if you know any kids that, like, attend Mavericks or Turning Points, 'cause a lot of kids in Rivera Beach do attend those schools and I'm always guilty of saying, like, the people.., when we have these peace festivals, we don't reach those people because they don't come.

**MAYOR MASTERS:** Right.

**MS. A. LEWIS:** And I was also guilty of that myself. So, this year, we're gonna reach out to the at-risk students and at risk youth and give them a chance to express themselves, do Black Lives Matter to black people?

**MAYOR MASTERS:** Good.

**MS. A. LEWIS:** We'll also have sponsorship ac'.., activities for, um, opportunities for businesses. It starts off at \$100 so it's not like it's a big thing. This sponsorship opportunity, you get them.., see a great kid but you also get to come to our fabulous brunch that we're gonna have to celebrate the youth. So, you all are gonna.., all of you all received invitations, so I hope you all can come. It's gonna be on a Saturday. It's gonna be in the City. But, um, I'm just really excited about this. This is a...,, kids are a passion of mine so I really, really, really want to make this a great event for them. For people in the audience, if you know

anyone, I have some flyers here. I also have business flyers here. If you know anyone, please let them enter. You know, it's gonna be great.

Thank you.

**MAYOR MASTERS:** Give us the number one more time, please. Slow down. Real slow. Go ahead.

**MS. A. LEWIS:** 561-452-4416.

**MAYOR MASTERS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you...

**COUNCILPERSON HUBBARD:** Madam...

**CHAIR PRO TEM MILLER-ANDERSON:** ...so much.

**COUNCILPERSON HUBBARD:** ...Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**COUNCILPERSON HUBBARD:** Comment please. Ms. Anita, in, in defense, I guess for lack of a better word, of, of the Chief, you know, the Chief, he works under the City Manager and then..., and, and it was the, the Mayor's press release and the City Manager..., and, and the Chief can't just jump into the game unless he goes through, goes through them and the Chief had invited the public information officer to speak that day as opposed to the Chief but he is ready and chomping at the bit to give information to the public about what's going on. And another thing I'd like to say is, we have other high profile agencies work..., working with us to solve a lot of the crimes and they're..., they sometime ask us to take a minute and wait a minute, if we, you know..., before we go forward.

**MS. A. LEWIS:** I understand.

**COUNCILPERSON HUBBARD:** So, he, he is ready and he wants to be, you know, to give a press conference or a new statement but, of course, he is..., he can't usurp the Mayor and he can't usurp the City Manager. So, as soon as he gets green light, he is ready to go.

**MS. A. LEWIS:** Well, I will ya'll would give him the green light.

**MAYOR MASTERS:** [Inaudible]. He ain't waitin' on me.

**MS. A. LEWIS:** [Chuckle]. That wa'n't a good look. [Chuckle].

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

[Inaudible comments]

**MS. A. LEWIS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Ms. Charlotte Darville and then Ms. Wary Leonard afterwa'..., afterwards.

**MS. C. DARVILLE:** Good evening. Charlotte Darville on 20<sup>th</sup> Street, Riviera Beach. I would like to first say that I agree with Mr. McCray about this water problem with the chlorine and all. It's very concerning. I would think it would be best if it was way out west somewhere and not located right in our City. Okay?

Um, the last meeting, none of our questions got answered. And I know before the Interim City Manager had answered questions but the last time, none of the questions got answered. I hope, by now, that you've hired a contractor to repair the bathrooms of the police department and the fire department. I know this department, here, this building has been done and the library. But, and, as you should know, that that's a code violation.

[Pause]

Okay. This is the fourth meeting that I have attended that I have asked about our street, on 20<sup>th</sup> Street, West 20<sup>th</sup> Street, being repaved. And also, the public lighting put in. I have never received a response from anyone. And I find this very, very disturbing. When Judy Davis was here, she always accommodated me.

**MAYOR MASTERS:** Ain't never got your street pave though, yet. [Inaudible].

**MS. C. DARVILLE:** I have, I have lived in this house for 53 years and that street has never, ever been repaved. Okay? And that's a main thoroughfare going right down to the water there. Alright? [Sigh]. You know, it just seems like a lot of the time, us taxpayers get the runaround. We don't get told the truth and I know that for a fact. Not only from the Council, but from other departments here and it is very, very disturbing.

[Beep]

**MS. C. DARVILLE:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you. Ms. Darville, I will make sure that..., I called for Mr. Brent Johnson to come up here.

**INTERIM CITY MANAGER JONES:** He's here, he's here.

**CHAIR PRO TEM MILLER-ANDERSON:** He's here. Can you come up to the podium? Thank you, Ms. Darville. I do know that Mr. Johnson has spoken to Ms. Darville several times regarding the issue but I want Mr. Johnson to give us an update. Le'..., yeah. Let him come up for a minute, please.

[Inaudible background comments]

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

**DIRECTOR OF PUBLIC WORKS JOHNSON:** Good evening. Brent Johnson...

**CHAIR PRO TEM MILLER-ANDERSON:** Hi.

**DIRECTOR OF PUBLIC WORKS JOHNSON:** ...Director of Public Works.

That is correct, Councilwoman Miller-Anderson, I did speak to Ms. Darville on a few occasions. If I'm correct, Ms. Darville's requests were to have her street repaved and decorative street lights. We are looking into the repaving of the street, however, we have to verify some infrastructure concerns first to determine whether or not milling and resurfacing is an option. If it is, that is something that we may consider as a part of the, uh, possibly the one cent sales tax monies and, or some other funding allocations.

**CHAIR PRO TEM MILLER-ANDERSON:** And what about the decorative lighting?

**DIRECTOR OF PUBLIC WORKS JOHNSON:** That one we haven't come up with a cost estimate yet. We were kinda looking at focusing on the milling and resurfacing at this point being that that's, uh, probably more of a major concern. We have addressed a lot of the sidewalk issues that she had a...

**MS. C. DARVILLE:** Right.

**DIRECTOR OF PUBLIC WORKS JOHNSON:** ...while back. So, like I said, that's what we're doing, looking at the milling and resurfacing first.

**CHAIR PRO TEM MILLER-ANDERSON:** And in regards to the, the condition of that particular street, would you say that is one of the, um, one of our worst paved areas in the City or, I mean, is it, is it due for another repaving as compared to some others that may need to be done as well?

**DIRECTOR OF PUBLIC WORKS JOHNSON:** I can't say that it's the worst. I'd have to go back and look at our road assessment that was done to determine where it fell on that but it's probably not the worst but it's not the best either.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Can you check into that? Mr. Jones, I want him to check into that and maybe give me an update by Monday and then give Ms. Darville a call back to let her know where, you know, at least, the timeline of where we may be able to get that done, if possible.

**DIRECTOR OF PUBLIC WORKS JOHNSON:** Okay.

**INTERIM CITY MANAGER JONES:** I just like to follow up one question, Mr. Johnson. We do have...

[Inaudible dais background comment]

**INTERIM CITY MANAGER JONES:** ...a, an improvement plan..., road improvement plan, correct?

**DIRECTOR OF PUBLIC WORKS JOHNSON:** Correct.



**INTERIM CITY MANAGER JONES:** And the plan was prioritized, correct?

**DIRECTOR OF PUBLIC WORKS JOHNSON:** Correct.

**INTERIM CITY MANAGER JONES:** Okay. So, it just.., we, we currently have about \$12,000,000 worth of roads under construction and it just didn't make the priority, at that particular time but it's something that we will look into and we'll provide you with an update but we had a professional plan and that plan was prioritized and we are trying to follow that plan. And it was based on need at that time.

**MS. C. DARVILLE:** Right.

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

**DIRECTOR OF PUBLIC WORKS JOHNSON:** We'll look at...

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

**DIRECTOR OF PUBLIC WORKS JOHNSON:** ...that assessment.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Thank you.

**DIRECTOR OF PUBLIC WORKS JOHNSON:** You're welcome.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Ms. Wary Leonard should be coming up now.

**CHAIRPERSON DAVIS:** Okay.

**MS. W. LEONARD:** Good afternoon. Wary Leonard. Mr. Johnson.

**MAYOR MASTERS:** Good evening.

**MS. W. LEONARD:** Mr. Brent Johnson, don't leave. I [clears throat], a year and a half ago almost, Mr. Johnson helped National Village/Timber Pine redo their wall.., our wall. I'm the president of the association. He met with us, he stayed with us through the whole process. Not only Mr. Johnson but his Staff came out the day that we decided to do the, uh, wall. Mr. Johnson got the police department so that we could be safe and I wanna thank him for doing that. Mr..., or Councilperson Terence Davis, you also was a vital part in doing that. You brought out young people, we gave them community hours that day, you stayed there, you painted with us, you got Millennia Healthcare to come out, their staff. They also fed us that day, all the volunteers, Millennia Healthcare fed us in the park and including the employees of the City and the residents of Riviera Beach. Mayor Masters, you came out, you helped us. We just wanna say thank you. It took us over a year and a half to raise the money to put the new signs on our wall. We have the signs up there now say, 'National Village/Timer Pine Homeowners Association,' and we just want to thank everybody for.., the City, the Council people, Mayor, everybody, Millennia Healthcare that helped us do it.

**MAYOR MASTERS:** Good.

**MS. W. LEONARD:** Also, I see that there are new signs going up. Well, we have a second entrance on Congress. We would like our new sign put on Congress so that the people entering on the Congress side, will know that that is.., we.., they are coming in to National Village/Timber Pines Homeowners Association because we [inaudible] wanna take off our sign off our wall 'cause that's a beaut.

**CHAIRPERSON DAVIS:** It looks nice.

**MS. W. LEONARD:** Thank you.

**CHAIRPERSON DAVIS:** Thank you. It looks real nice. Ms. Mary Brabham.

**MAYOR MASTERS:** You know, building walls is gettin' popular these days. [Chuckle].

[Chuckles]

**MAYOR MASTERS:** Ms. Wary. [Chuckle].

**MS. M. BRABHAM:** Ms. Mary Brabham, Riviera Beach.

**MAYOR MASTERS:** Good evening.

**MS. M. BRABHAM:** Councilman Pardo, you always have 'dressed the needs and concerns of your constituents. I'm gonna say too that when we were in the battle with the junkyard, Commissioner Pardo stood with us.

**MAYOR MASTERS:** Mhmm.

**MS. M. BRABHAM:** And she voted no against it.

[Inaudible dais background comment]

**MS. M. BRABHAM:** It is other things that I know that Ms. Pardo has also said no. Anything concerning her constituents over there, we know Ms. Pardo. Ms. Pardo gonna make it happen. That's the same challenge that I always invest in the whole Board here. Your obligation is to look after the whole City, not just one entity but the whole City. We labored with that last Agenda for a hour and a couple minutes, for a discussion.

**MAYOR MASTERS:** Hmm.

**MS. M. BRABHAM:** And we can see what was happening with that, with that Item there. That should not have been but yet, and still, when we gets up here to make our comment, it's three minutes. It is disingenuous for an appointee to be given a position in this City here that has no'.., other alternative motives and that's [inaudible] see that. That's the Planning & Zoning Board. If the, if the Interim Manager appointed that position, it should've been a position that.., with someone that was well over qualified. That's the entrance and the exit of our City. AICP, you know what that stands for, American Institute of Certified Planners. So,

these are the things that we should be asking and looking for, the well indebted qualification without coming with a hidden agenda. We had some of the Staff, as well as some of the managers that were in on the junkyard. Yes. We know about it, we know about it. Now, we're back here to that same, to that same point. We have to check ourselves because the residents say no.

I do not wish this to be anywhere except for out of our City. Chair Davis, you have been all over the City, shaking down, pushing this agenda. It's evidence. It's evidence. Peoples have spoke about it, it is evidence. You are the Chair...

**CHAIRPERSON DAVIS:** [Chuckle].

**MS. M. BRABHAM:** ...and you holler about jobs. No residents in this City should be unemployed if they really, really want to work. And you all kills us with 5 and 10 jobs. This the masquerade and the things you all set in motion.

[Beep]

**MS. M. BRABHAM:** We say no. This is a disingenuous toward the whole City, your property values, your health and everything. We know what's going on. We know what's going on. We definitely know what's going on.

Thank you.

**CHAIRPERSON DAVIS:** Thank you for your comment. Mr. Fane Lozman.

[Audience applause]

**MR. F. LOZMAN:** Fane Lozman. Ms. Hubbard, who I'm a big fan of, I just wanna give you some friendly advice, do not let a woman who's under criminal investigation taint you by what she just did. Look in the Sunshine manual. You have a lawyer right there, he will tell you that you cannot have a conversation with another elected official that's not audible to the members in the audience. And the conversation that Pardo was having [sic] you, was not audible to the members in the public. So, you can look it up in the Sunshine manual, you cannot have a conversation on the dais that's not audible. She will try to entrap you, you wanna keep your distance from that evil, racist woman.

You talk about the rules, when you read your speech before public comment, this is dated the 11<sup>th</sup> of, uh, 2011. This is not the updated rules. The updated rules say that you can only talk about City business. That was never adopted by the City Council. That was a rule that was adopted by Pam Ryan. So, you have to get this in sync, this is obsolete and the City Council needs to determine, can you talk..., can it just be about City business or can it be like, in the old days you could talk about anything. So let's get some cohesiveness on that. Environmental racism, [inaudible] McCray, that was a pretty interesting term. I also believe that if you're gonna have a project like this, maybe you should flip a coin, maybe it should be on Singer Island. I have no objection to have that plant on Singer Island, I really don't. It's not gonna be there 'cause Pardo doesn't want it to be there but if you need to have a little plant to provide the plant out front here with chlorine for the Water Department and it has to

be, you know, a, a thing of, uh, necessity. Yeah, you can put it on Singer Island. I don't have a problem with that.

3 kayaks, one of my kayaks, two of Dan Taylor's kayaks were stolen the last couple weeks. People are trespassing on the property, stealing stuff. There is no security because Taylor has a light pole put in there, Dan Taylor but the City won't give him a permit to run electricity down the light pole. That's Gagnon who.., and Pardo. Gagnon and Pardo wanna say we can't do anything with our properties so he had FP&L put a light pole for two years, he can't get power to run down the light pole. That is unacceptable. Gagnon and Pardo do not run the City, the City Council does, the City Manager does. So, FP&L put in a light pole, no electricity down there.

What else can we talk about? I've been to hundreds and hundreds and hundreds of meetings, I've never once, never once in all the meetings that I've seen that have had hundreds of site plans, have seen a site plan put on a Consent Agenda. The Consent Agenda is for minutes, ministerial things. It's showing here that you had a Resolution for 388 new project on the Consent Agenda? Who put that on there? That's not a Consent Agenda Item. A site plan approval for that project and, and a replat? That is not Consent...

[Beep]

**MR. F. LOZMAN:** ...Agenda. You should really go and redo that again and pull it off and do it right. You're breaking the public policy by doing that.

**CHAIRPERSON DAVIS:** Thank you for your comment. Ms., Ms. Ernestine Gordon. Thank you. And after Ms. Gordon, we'll go Mr. Dukes, Dr. Dukes.

**MS. E. GORDON:** Councilman and the audience. My name is Ernestine Gordon and I live in Riviera Beach here and I live in Monroe Height. I am here to represent [pause] my [pause], different areas of Palm Beach Cou'.., Riviera Beach. I have over a hu'.., almost 200 signatures, I got 187 signatures. And all these people that I talk with for quite, for quite a few weeks. I sit and I talk with them and they give me the.., they talk about all of you all up there. One of them, they very good, they impressed with and some of ya'll they're not impressed with. So, I jot down a letter for them. So, I put the information together. They sent the Councilmen a letter and they sent the Manager a letter and you know how the people, how the people feel about you. They, they are the people, you represent the people, you don't work for yourself, the people pay you, they taxes, they pay you. So, therefore, you should put the people first and not your agenda. That's what they want and they said that's what they gonna have. Okay? To the Councilmen, they say, [stammer], it appear that some of the Councilmen do not care about the people, as they were [stammer] as they represent because the City.., they're trying to bring in this hazard material that they don't want. And it's near, right in the center [sic] our community, near the school, there's schools all around and the playgrounds. Please think about what you're doing. The community he'.., the community health is very important, whether you think so or not. And that hazard material, it's not good for the community and their kids at a long period of time, and ya'll know that but yet still, that you all pushing it and they are [inaudible].., they are aware of three of ya'll Councilmen up there is pushin' it. They know who you are and they..,

I'mma be honest with ya's, they are very pissed off at you, they really is. And they also sent a letter, they also stated that they elected you, they trusted you, they respect you and they thought you respected them but they see that you don't.

And they also sent a letter to the Manager. They said the Manager, Mr. Danny Jones, would make a excellent, a good City Manager...

[Beep]

**MS. E. GORDON:** ...for the City of Riviera Beach, for the, uh, the people in Singer Island but for the people in other area, he doesn't represent the people in the other area, only for the people in Singer Island. They wa'.., they're requesting a new, a new Manager and that's what they want and they will appreciate it if you provide that for them. And they thank you.

**CHAIRPERSON DAVIS:** Ms..., Ms. Gordon.

[Audience clapping]

**MS. E. GORDON:** Yes.

**CHAIRPERSON DAVIS:** Could you please, for the record, have those letters submitted for the Clerk's office so we can keep them for the record?

**MS. E. GORDON:** Because [stammer] what you wanna do? Call these people and...

**CHAIRPERSON DAVIS:** No. No.

**MS. E. GORDON:** ...harass them?

**CHAIRPERSON DAVIS:** No. No.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Let's be clear here, for transformation, when you read the records, we need to give credit to the writer of the letter.

**MS. E. GORDON:** Okay.

**CHAIRPERSON DAVIS:** We need to give credit to the writer, to their credibility.

**MS. E. GORDON:** What, for all the signatures? This is what you're...

**UNK. AUDIENCE:** No.

**MS. E. GORDON:** ...sayin'?

**CHAIRPERSON DAVIS:** No. But the letter...

**MS. E. GORDON:** For the letters?

**CHAIRPERSON DAVIS:** There's a letter written that you...

**MS. E. GORDON:** Okay.

**CHAIRPERSON DAVIS:** ...read into the record.

**MS. E. GORDON:** For the letters, I read, I have scratched some of, some stuff out...

**CHAIRPERSON DAVIS:** We just wanna make sure...

**MS. E. GORDON:** ...I add some...

**CHAIRPERSON DAVIS:** ...that we give credit to those who wrote it...

**MS. E. GORDON:** Okay.

**CHAIRPERSON DAVIS:** ...that's all, for the record.

**MS. E. GORDON:** Okay.

**CHAIRPERSON DAVIS:** Alright? I wanna be respectful to those who shared their opinion.

**MS. E. GORDON:** Okay.

**CHAIRPERSON DAVIS:** Dr. Dukes.

**MS. E. GORDON:** I'm sorry I scratched [inaudible]. I was making some correction. I was adding...

**UNK. AUDIENCE:** [Inaudible].

**MS. E. GORDON:** some stuff. Huh?

[Inaudible audience comments]

**MS. E. GORDON:** Yeah. I like to have 'em back.

[Inaudible audience comment]

[Chuckles]

**CHAIRPERSON DAVIS:** Dr. Dukes. Thank you, Ms. Gordon.

**DR. P. DUKES:** Dr. Philip Dukes, 1217 Avenue U. And it breaks my heart when I see a...

**MAYOR MASTERS:** Good, good evening.

**DR. P. DUKES:** ...senior like Ms. Gordon pleading her heart out with things that they fought for as African Americans and we always get dumped on. It kinda.., it bothers me emotionally and mentally.

**MAYOR MASTERS:** Mm.

**DR. P. DUKES:** Same thing o'... Well, first of all, February 4<sup>th</sup>, we're gonna be doing an outdoor rally at 1217 Avenue U and we're inviting everybody to come out. It's a fundraiser for Operation Restore. I wanna thank Ms. Pardo, I wanna thank Mayor Masters, I wanna thank our Councilwoman Davis Johnson, I wanna thank Coach for all of the support that we have re'.., received financially. We had our first youth rally we did, uh, in November and we're gonna be puttin' some of that on Facebook and we're gonna be pushing the agenda to shut all dope houses in our City. We, we always talk about our youth and, and, and things that are going on and we hear it over and over again but, what's going on in our City is germane to all across the country, our youth are socialized to a culture of violence that's tied to thug life and drug dealing. You can't get out of that. You can't have regentrification on the west side, tearing everything down because drugs messed up the community and then we wanna put in other things and then drive the people out with the same problem. We can lead the nation in dealing with this by having these, uh, bridges between Singer Island, our City, our municipality and the people. What would happen in the news media? It goes out, Rivera Beach is shutting down all dope houses in their City. They have a vision, a plan. I'm just talking about the mere marchin' and protesting. I'm not talking about that, I'm not talking about vain slogans. I'm talking about substance...

**MAYOR MASTERS:** Hmm.

**DR. P. DUKES:** Because you can have a police presence, that doesn't mean anything. If you don't shut down dope houses before you have a police presence and bring presence and bring all the citizens together and say, 'This is what we're doing.' Now, you get the ball rolling. Now the people have hope. There are no young people on our streets that are hopeless. There are four mindsets out there, and another time I'm gonna talk about them, they ain't hopeless. Some of 'em wouldn't work on a pie train tasting pies. We have a counter culture in our community and we need to lead the nation in tearing down. At any time, violence can break out.

Listen, from July to January, we had a 15-year-old murdered on Dixie Highway, we had another 17-year-old murdered on.., in Stonybrook, we had a toddler and another young man killed in our City, we had a man murdered on 16 Way, shot in the head through his window and, recently, we had a young girl shot in the head. All these things are tied to thug life. But we act like we can't do anything about it. There were no drive-bys in North Palm Beach, there were none in Palm Beach Gardens, there were none in Wellington, there was none in Jupiter because we have a culture that we've gotta deal with and we start by closing dope houses. Any chemical that comes out in the...

[Beep]

**DR. P. DUKES:** ...in the drug world, can be sold where we live at. You ever thought about why?

So, on November 4<sup>th</sup>, you all come out. We're gonna have a good time at 1217 Avenue U. We're doing it right in the heart of Riviera Beach. We're gonna move to the park at some other time so you don't have to be afraid. We're gonna have police presence. And also, also, every Friday and Saturday, you can get some of the best ribs and conch fritters in town at 1217 Avenue U.

**CHAIRPERSON DAVIS:** Hey, Doc.

**DR. P. DUKES:** Thank you.

[Clapping]

**CHAIRPERSON DAVIS:** Doc, you wanna have a ti'.., we need the time.

**DR. P. DUKES:** Oh, I'm sorry. We're gonna go from 1:30 to 4:30.

**CHAIRPERSON DAVIS:** Alright, Doc.

**DR. P. DUKES:** Okay? From 1:30 to 4:30. Thank you.

**CHAIRPERSON DAVIS:** Thank you. Ms..., is it Madeline Irving?

**MAYOR MASTERS:** Dr. Philips, make sure you see Debbie and tell her I'm gonna give you, 'cause you're not gonna let me forget, I'm gonna have to give you...

**CHAIRPERSON DAVIS:** And Lloyd Brown.

**MAYOR MASTERS:** ...another \$500.

**DR. P. DUKES:** Thank you.

**MAYOR MASTERS:** She's in the office.

**DR. P. DUKES:** Thank you.

**MS. M. IRVING:** Madeline Irving, West 9<sup>th</sup> Street. My concerns is the bleaching company and their need to come and be built into my residential area. I watched the ana'.., I'm sorry, the news report where Mr. Davis said that the Council or the City would not place residents in any danger. Well, I beg to differ because, just a year ago when this Chamber was full, there was a situation and a crisis where our water was severely contaminated. Our City officials kept that hidden. I did not know, I did not know to the point where we were drinking this water, we're bathing in this water. It was the City and the governing entities that pushed it up under the rug and now we're being faced again with the extenuating circumstance where we're exposing our City residents to high chemicals and you said that it's bleach, it's bleach, regardless in, how you pronounce bleach, it is bleach.



**MAYOR MASTERS:** That's right.

**MS. M. IRVING:** And, from my education, bleach is highly inflammable, highly hazardous and to me knowing that I'm a mother, I have a elderly mother who will be subjected to this, I'm very, very outraged about this, I'm very outraged to know that I have a Councilperson that really backs and supports this, talking about jobs. There is no job that will justify poor quality of life.

Thank you.

**MAYOR MASTERS:** That's right.

**CHAIRPERSON DAVIS:** Ms. Irving...

**MAYOR MASTERS:** [Inaudible].

[Audience clapping]

**CHAIRPERSON DAVIS:** ...do you mind leaving your number so we can sit down and have a conversation so we can deal with the soundbites that you heard on TV versus the whole conversation that happened? So, I can assist with...

**MS. M. IRVING:** Sure.

**CHAIRPERSON DAVIS:** ...just being very clear...

**MS. M. IRVING:** I'm still...

**CHAIRPERSON DAVIS:** ...on my position.

**MS. M. IRVING:** ...in disagreement...

**CHAIRPERSON DAVIS:** No, listen.

**MS. M. IRVING:** ...with it.

**CHAIRPERSON DAVIS:** I'm not saying that...

**MS. M. IRVING:** I mean...

**CHAIRPERSON DAVIS:** That, that was soundbites that you heard...

[Audience clapping]

**CHAIRPERSON DAVIS:** ...but there was a whole conversation that happened when they're asking a question about bleach versus ammonia fluid and I was just explaining the difference between bleach and ammonia. That's what..., and they took the soundbite and spit it out but I would love to have a conversation with you to be very clear on my position.

The City doesn't take a position, we deal with the law and then we deal with the policy. That's it.

**MS. M. IRVING:** Okay. So, can I rebut your...

**CHAIRPERSON DAVIS:** No. No, no, no. Not at this time. That's why I said...

**MS. M. IRVING:** I don't want, I, I just wanna s'...

**CHAIRPERSON DAVIS:** Let's sit down and have a con'...

**MS. M. IRVING:** Hold on.

**CHAIRPERSON DAVIS:** No. The public comment is already taken.

**MS. M. IRVING:** Oh, okay.

**CHAIRPERSON DAVIS:** With due respect to...

**MS. M. IRVING:** Okay.

**CHAIRPERSON DAVIS:** ...public comment 'cause we have Mr. Lloyd Brown is next.

**MS. M. IRVING:** Okay.

**CHAIRPERSON DAVIS:** But I wanna sit down and share my time with you so we can have..., hear all your concerns and questions so you..., we can talk about it in a private setting, so we can be very clear about my position, where I stand.

**MS. M. IRVING:** Okay.

**CHAIRPERSON DAVIS:** Thank you.

**MAYOR MASTERS:** Wonderful comment though.

**CHAIRPERSON DAVIS:** Thank you, Mayor.

**MR. L. BROWN:** They may not, up in North Palm Beach, sell the drugs but they got the boats...

[Chuckles]

**MR. L. BROWN:** And they got the yachts, and they got the means to bring it in so don't tell us about these kids we got..., you're gonna throw 'em to the side like dirty clothes? I'm a felon too but I've been treated like a felon. Even the officer back there, he heard me downstairs say I was a felon so when he heard me talking over there, me and the white guy was talking, he came to me. He didn't say anything to the white guy so I don't really respect him. Not at all. Because he don't have any kind of community..., you know, like, how you get along with your community people? We did that in the military. [Stammer] it's just I'm so

old that I can't think of it but I don't like his attitude, the way he came to me, and he looked at me and told me he was gonna put me outta here and the white guy's standing there talk'.., he' talkin' just as loud as I am. I mean, is, is there a white Jesus, is that what he tellin' me? He lookin' at this man like that? I don't like nothin' that's being done in Riviera Beach, to tell you the honest truth because you' puttin' the kids.., you' talkin' about drug kids. We were out there smoking drugs when these kids were home, raising themselves. You ever try to water your grass without water? You ever try to make a tree grow if you didn't put any fertilizer in it?

I mean, I'm a felon and officers treat me like a felon when they find out. They treat me like I'm a third class citizen, they don't give me the rights. When I tell 'em something happened to me, they look at me like, 'Oh, you, you wrong. You're a felon.' Or, there's one officer, he gonna tell me.., I said, 'I'mma felon because I was addicted to cocaine and I went out to purchase.' 'Oh no, you had something bad goin' on.' He don' already put his little, you know, his little tag on me. This officer.., it's not the one back here, I still don't respect him, it's not him but it's another officer. When I told him a problem about a guy threatening me, he tellin' me, 'Oh no, you probably done wrong, you're a felon.'

**MAYOR MASTERS:** Mm, mm, mm.

**CHAIRPERSON DAVIS:** And I mean, you, you got a bunch of these young guys, they only doin' this because.., you ever go to Africa, the lions don't let the other lions come in their neighborhood. That's animal instinct.

[Chuckle].

**MR. L. BROWN:** So, they' gonna kill each other and it's because of us, people like me and you and your friends who smoke drugs when we were out there. Now we got our grandkids and stuff out here killing up each other. You wanna blame it on them? No. Blame it on that man with the plane that dropped it off over there. I mean, you know, we got a wall still in Monroe Heights. Right now. I mean, we got a wall and they were talking about Trump buildin' a wall, tear the one down in Monroe Heights. I couldn't even walk down that wall for them to be calling me a nigger. You know? That was back in the days, this is Riviera Beach. Ain't no different right now. Only difference, we just got black people up here that's supposed to be supportin' us, then I go over Singer Island to go fishin', I gotta damn park way somewhere down because they don't want the workers to park over by this Re'.., whatever this hotel is. I don't know who.., how you gonna rent out Palm Beach County...

[Beep]

**MR. L. BROWN:** ...public beach? That's crude.

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

#### **DISCUSSION BY CITY MANAGER**

**CHAIRPERSON DAVIS:** Next, we're gonna go to discussions by the City Manager.

**INTERIM CITY MANAGER JONES:** I sent out a memo requesting a Special Utility District meeting for July, uh, for.., I'm sorry, for January 25<sup>th</sup> and I wanted to check the availability of the Council for a Special Utility District meeting. We have a very important Item as it relates to Lift Station 10 and 50.

**CHAIRPERSON DAVIS:** Correct.

**INTERIM CITY MANAGER JONES:** So, we're asking if we're able to meet that night to address that Lift Station issue?

**CHAIRPERSON DAVIS:** I'm ready 'cause that, that issue's been, been lingering around for an extremely long time.

**COUNCILPERSON PARDO:** I'm fine with that.

**CHAIRPERSON DAVIS:** And we need to get that, that resolved because residents have been questioning that issue, and we know it's a legal issue but...

**INTERIM CITY MANAGER JONES:** Yeah.

**CHAIRPERSON DAVIS:** I'm available.

**COUNCILPERSON PARDO:** It's next Wednesday.

**COUNCILPERSON DAVIS JOHNSON:** Are we speaking of 5:30 on the 25<sup>th</sup>, before the CRA meeting?

**INTERIM CITY MANAGER JONES:** The CRA meeting was cancelled.

**COUNCILPERSON DAVIS JOHNSON:** Was cancelled?

**INTERIM CITY MANAGER JONES:** Yeah. Mhmm.

**COUNCILPERSON DAVIS JOHNSON:** Okay.

**CHAIRPERSON DAVIS:** So we meet at...

**INTERIM CITY MANAGER JONES:** It could be...

**CHAIRPERSON DAVIS:** ...6:00 o'clock.

**COUNCILPERSON DAVIS JOHNSON:** 6:00 o'clock?

**INTERIM CITY MANAGER JONES:** That's fine.

**COUNCILPERSON PARDO:** I'm fine.

**COUNCILPERSON DAVIS JOHNSON:** That's fine.

**CHAIRPERSON DAVIS:** Vice Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** I, I sent him an email earlier and said that was fine with me.

**CHAIRPERSON DAVIS:** Okay. Alright. Mr. Jones, any other comments?

**INTERIM CITY MANAGER JONES:** No other comments.

**CHAIRPERSON DAVIS:** Thank you.

### **DISCUSSION BY CITY ATTORNEY**

**CHAIRPERSON DAVIS:** Discussions by the City Attorney. [Pause]. He said peace to everyone.

### **CITY COUNCIL COMMITTEE REPORTS**

**CHAIRPERSON DAVIS:** Uh, committee reports. [Pause]. Alright.

### **STATEMENTS BY THE MAYOR AND CITY COUNCIL**

**CHAIRPERSON DAVIS:** Any comments..., let's start with the Council here, let's start on the end. Councilperson Pardo.

**COUNCILPERSON PARDO:** Yes, thank you. First of all, I'd like to thank Staff for coming to a community meeting on Singer Island on Monday night. Mr. Sherman did a fine job explaining the water billing process and Danny Jones and Troy Perry were there also. So, thank you.

And, with regards to the Ocean Mall, I had the Chief, the Police Chief and Mr. Jones over at the Ocean Mall yesterday and we really focused on the beach park. You know, I've been saying this for a long time, there's problems in that park at night. We have a very large homeless population living in there and there's drug dealings going on. And, um, the Chief assured me that, in the next week or so, he would have a plan to..., a zero tolerance plan for that park. In return, I said that I would give up some of my community benefits and we're gonna put some infrared cameras in the park. We already have regular cameras in the Ocean Mall, retail center and also over in the park but the police really need to see what's going on there, at night.

**CHAIRPERSON DAVIS:** Infrared.

**COUNCILPERSON PARDO:** You know, the things that happen there shouldn't happen there. That park is supposed to close at dusk, like every other park in the City. But once the lights go off and..., and that park especially is very dark because of the turtles. There's no lighting allowed in the park. So, as soon as it gets dark, you know, it goes down.

So, I'm confident within the week, you know, the Chief will come up with his plan and there'll be better patrolling around that park, especially in the evening. And then, I think once we get the cameras in there, hopefully things will be much better.

And then, the Ocean Mall lease, we discussed that and that should be coming back to Council shortly.

The other thing I'd like to mention is, I was with ERM today. They will go out and have another round of grant opportunities for cities looking to install stormwater or something that is beneficial to the Lake Worth Lagoon. As everyone knows, we were able to get close to \$2,000,000 for a stormwater project and, um, you know, hopefully, we'll be able to go again and apply for additional funds. We have stormwater projects happening throughout the City. And, so you're aware, Danny, they're going to open up the application process again in April and it'll go from April until June. And I'll mention that to Mr. Johnson also. He was the one that put the application together.

And, that's all I have. Thank you.

**CHAIRPERSON DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** None, sir.

**CHAIRPERSON DAVIS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Sure. One of the initiatives that the District 3 office has started to undertake, is the..., we are looking for grant opportunities to do some rehabbing for properties in the District 3 area fo'..., whereby the homeowners are having challenges, be it financial or other. So, um, there have been some representatives coming around asking questions about properties and the District 3 office, we are in full support of that and it is our hope that we receive the grant so that we can be able to help the residents within the District 3 area with their houses and the issues that they are facing with regards to, um, to maybe Code invi'..., Code violations or just property that has been, has been failed to be maintained. So, we're excited about this opportunity and we will continue to look for other opportunities that will provide us with grant funding, dollars that will help us to improve the conditions and the livelihoods of our residents.

I want to remind you that on January 28<sup>th</sup>, the second listening tour for District 3 for Councilwoman Tonya Davis Johnson will take place on Saturday, January 28<sup>th</sup> in the Lone Pine Park from 10:00 a.m. until 1:00 p.m. We want you to bring your children. It is our hope that the book mobile will be available and we will have City Staff there to talk about issues and we have also extended an invitation to the..., to Palm Beach County, their engineering department with regards to the widening of the road on Haverhill. And so, it is our hope that they will be there to share information with the residents about that but certainly ci'..., all citizens are invited to come out and join us for this day in the park so that we can talk about the issues and concerns that you have and solutions that we may be able to offer.

And then secondly, on February 10<sup>th</sup> from 6:00 to 9:00, love will be in bloom in the garden and it is just a pre-Valentine's Day celebration from 6:00 p.m. until 9:00 p.m. We love your

children but this is an, an, and adult only event so we ask that you please leave the children at home but we just want to experience what the garden is, see what's blooming in the garden and what the garden.., what the community garden is about. So, purpose is twofold, we want you to come out and to enjoy.

Thank you, sir.

**CHAIRPERSON DAVIS:** Okay. Love in the garden. Alright. Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** I don't have much. I only wanted to take the time to introduce my new assistant, if she would please stand, Ms. Kiana Cook. If we could just please give her a little round of applause.

[Applause]

**CHAIR PRO TEM MILLER-ANDERSON:** As many of you may or may not have known, I have been out.., without an assistant since, I think, July. So, I'm very happy to have someone on board to help me get myself in order and back without driving myself crazy.

**CHAIRPERSON DAVIS:** Alright.

[Light cheer]

**CHAIR PRO TEM MILLER-ANDERSON:** So, I look forward to having Ms. Kiana with me to help me out in the office and I'll be letting you all know what her office hours. She just started on, really today. So, we'll, we'll get out the information as to what time she'll be in the office and those things, as such.

And that's it. Thank you.

**CHAIRPERSON DAVIS:** Thank you so much. Mayor.

**MAYOR MASTERS:** Yes. I have quite a bit but I'll try to be in time.

[Inaudible comments and chuckles]

**MAYOR MASTERS:** Welcome, young lady. You're, you're working with a great Councilwoman and I'm sure it's gonna be a great experience.

Election time. We're in the election year leading up to, um, the election next year. And, as we get closer, rumors begin to fly about who's supporting who, who's doing this, who's doing that. But let me just make.., let me be perfectly clear, I am 100% in KaShamba.., in support of KaShamba Miller-Anderson. I supported her a couple years ago, I'm supporting her now, I'm supporting her next year and if you hear any different, it is not true. It doesn't mean that I agree with every decision that is made by anyone but, overall, I think she has done a great job and I, I do support most of her decisions [stammer] that she has made as a Councilperson and I just want.., if anyone says I'm not, just be clear, I am supporting her 100% and I encourage everybody to, um, let's try to keep going here and keep continuity,

uh, and moving forward. So, I just wanna make sure... Just wanna make sure everybody knows where I stand.

Alright. Mr. Jones, would you look into that incident that the young man said happened? I think it's important to, um, I.., I like to know both sides of it. I think police officers should respect citizens, citizens should respect police officers. And not knowing what happened, I would like to know more about that incident and see how we could maybe, um, turn that into a win/win situation. So please look into that.

Two job fairs that are coming up, that we are working with, one is with Wawa. Is that right? Wawa.

**CHAIRPERSON DAVIS:** Yeah, it's Wawa.

**MAYOR MASTERS:** And they are going to be holding, and we are working hand in hand with them, Wednesday, February the 1<sup>st</sup> and it's gonna be at the Wells Recreational Facility. The event will be from 8:00 a.m. to 2:00 p.m. There will be an informational session at 10:00 a.m. Now, they're asking you to please fill out the applications online prior to coming. And this is exclusively, hopefully, for the jobs at the Wawa that's opening up in Riviera Beach. These are the current open positions for that store, customer service associate, pay rate is up to \$13.50 per hour, night supervisor, pay rate is up to \$16.00 per hour. I need that one. I'm just kidding. Application instructions, you may visit [www.wawacareer.com](http://www.wawacareer.com) and they are asking you to please be.., do this as soon as possible.

We are having a job fair, another job fair, a few weeks after that and we don't use the word ex-felon or felon anymore. That is antiquated and outdated. We use the new term, "Returning Citizens," and we're having a job fair only for Returning Citizens. If you are not a Returning Citizen, this is not your job fair. This is only for employers who are committed to hiring Returning Citizens. If you're not a committed employer, this is not the job fair what we have for you. What we have found out is that when we put Returning Citizens in a job fair with others that have a clean background, it's not fair because who you gonna hire? You're gonna hire the person that's gone to school, got a high school diploma, clean background, blah, blah, blah. And so, you, you're not on a level playing ground. So we're going to, um, this is gonna be around mid-February. Also, we have a young lady that's 50 years of age that called our office in need of a job now. She is a, a certified caregiver or a companion type job and she would really.., she needs work. So, if you are in need of someone like a caretaker or, or a companion, please call the office as soon as possible. I, I just think we oughta try to do everything that we can to get people jobs as, as much as we can.

I wanna thank Governor Scott who has been the job's governor, who has been, been providing and making it happen for a lot of the residents of, of Palm Beach County and, um, I thank my governor for that. I also want to... And it doesn't make me a Republican, doesn't make me a Scott supporter so let's be clear on that but when you're doing something good, we ought to say thank you for it. Okay?

So, the Office of the Mayor presents on January the 19<sup>th</sup>, which is Thursday, sponsored by the City of Riviera Beach and co-sponsored by X102.3. Special guests for this family



festival center will be Jimmy Hicks and performances by Peppi Hendrix & Remembrance, Hilltop Choir, Mount Olive Choir, Pentecostal Choir, Faith Place Youth Choir, Gospel Explosion Quartet and the one and only Art Johnson. This is gonna take place Thursday, January the 19<sup>th</sup>...

**CHAIR PRO TEM MILLER-ANDERSON:** Tomorrow.

**MAYOR MASTERS:**...which is tomorrow but I know this is gonna be airing a lot so we gotta stick with the date, Thursday, January the 19<sup>th</sup>, 2017 at 6:00 p.m. If you are a local vendor, please call the office as soon as possible and the vendors are all free. We're not charging, we're not asking for anything. We wanna give back to the community.

Last but not least, Mr. Jones, would you take a couple minutes and I yield to you, my time is.., I'm complete but would you take a couple minutes and talk about the midnight basketball thing that's gettin' ready to happen in our City in about a week? And give the, the opening date.

**INTERIM CITY MANAGER JONES:** Well, I don't.., I don't ha'.., I didn't bring my notes with me, Mayor. The Parks & Recreation director's here.

**MAYOR MASTERS:** Would he come, come...

**INTERIM CITY MANAGER JONES:** And, we'll have...

**MAYOR MASTERS:**...quickly?

**INTERIM CITY MANAGER JONES:** ...Mr. Blankenship come up and talk a little bit about midnight basketball.

**MAYOR MASTERS:** Mr. Chairman, is that okay?

**CHAIRPERSON DAVIS:** [Inaudible].

**MAYOR MASTERS:** Thank you. Please. And I'm done. Thank you very much, Mr. Chair.

**PARKS & RECREATION DIRECTOR BLANKENSHIP:** Good evening, Council. Richard Blankenship, Parks & Recreation Director. Midnight basketball starts Friday, January 27<sup>th</sup>. We have an eight team maximum. This is for ages 18 thru 25. We will be hosting this event every other week and it's, it's, uh, probably pushed as, as an event that promotes the peace. If you have any interest, if anybody watching has any interest, they can call Parks & Recreation office at 845-4070. But, it'll be January 27<sup>th</sup> at 9:00 p.m.

**MAYOR MASTERS:** Thank you.

**CHAIRPERSON DAVIS:** Thank you. At this time, I'm gonna close out. Happy New Year to everyone at home, all the residents of Riviera Beach and those who are watching. As you all know, prior to Wawa coming in town, we had the 7 Eleven issue and I had.., took a strong stand against fuel stations coming to town. Wawa has contacted my office to talk

about changing position on their type of brand of a fuel station. Well, it wasn't a fuel station, they said they have more of an enterprise. They talked about the jobs component and what's the uniqueness about them having a restaurant inside their fuel s'..., not a fuel station but they're brand of Wawa's. I took a trip up to Orlando and actually had a chance to experience something different. I thought there was some really great opportunity for Riviera Beach to do something different on that corner. So, um, in that Item, amongst approving they agreed, at that time, when it came before the Board, to have a job fair before approval. This job fair I asked to be unique which means is, they're not coming there to fill out applications. No. They have been in contact with Bridges, the Urban League, community partnership, local non-profits that have been working with residents in our community just doing the right thing on a month to month basis. So they have they database with people, JAYS Ministry, the people they've been speaking with and they already started the process with helping them putting together resumes. They're putting their resumes together to implement the applications into the process to have a, more of a job screening process. So, in that approval., they were required to do that and then they contacted the Office of the Mayor. That's in documentation. I thank the Mayor for working with the Chair and making sure this is done, we wanna do something different. We wanna make sure it was effective, it was something that we can track the number of people that are getting the jobs 'cause the goal is to make sure Riviera Beach benefit.

They're going to have a job training process really soon but, what normally woulda happened, they woulda been allowed to do that so how are you gonna train folks that haven't applied for a positon? So that was the trigger that we put in place and I wanna thank Staff for puttin' that trigger in place to make sure that there will be no training until we get a position to compete for these jobs. And I wanna thank Staff and Community Development for making sure that took place.

Once again, we here for new year. My office number is 845-3885, if you have a positive or negative issue that you would like to discuss. I think it's a great thing we, as residents and community, come together to have a conversation to talk about your position. I need to listen, we all need to listen to work well together to make sure that we have proper communication before we come to meetings. There's a lot of rumors out on the street and rumors sometime' have the tendency to do things which is, split our community apart. There's always gonna be a right, there's always gonna be a wrong but that should not split our community apart on what we're trynna accomplish, which is working well together.

My office number again is 845-3885. I ask you to please call my office, share your concerns, work with me to make the right decisions for you.

Thank you.

## **ADJOURNMENT**

**CHAIRPERSON DAVIS:** Do we have a motion to adjourn the meeting?

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON HUBBARD:** So moved.

[Gavel]

**City Employees, Public Comment Speakers and Others**

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

JEFF GAGNON.....ASST. DIRECTOR COMMUNITY  
.....DEVELOPMENT GAGNON

SHELBY LOWE .....MR. S. LOWE

WILLIAM MCCRAY .....MR. W. MCCRAY

JOHN MILLER .....MR. J. MILLER

TERESA COOK .....MS. T. COOK

ANITA LEWIS .....MS. A. LEWIS

CHARLOTTE DARVILLE .....MS. C. DARVILLE

DIRECTOR OF PUBLIC WORKS BRYNT JOHNSON  
.....DIRECTOR OF PUBLIC WORKS  
.....JOHNSON

WARRIE LEONARD.....MS. W. LEONARD

MARY BRABHAM .....MS. M. BRABHAM

FANE LOZMAN.....MR. F. LOZMAN

ERNESTINE GORDON.....MS. E. GORDON

DR. PHILIP DUKES .....DR. P. DUKES

MADELINE IRVING.....MS. M. IRVING

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

PARKS & RECREATION DIRECTOR RICHARD BLANKENSHIP  
.....PARKS & RECREATION  
.....DIRECTOR BLANKENSHIP

**APPROVED:**

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**THOMAS A. MASTERS**  
**MAYOR**

---

**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

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**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

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**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIR PRO TEM**

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**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 15, 2017**

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

**Meeting Date:** 2/15/2017

**Agenda Category:** CONSENT

---

**Subject:** Fire Rescue is seeking consent to accept monetary donation from Mr. Wilfred J. Carr and Mr. John L. Giso.

---

**Recommendation/Motion:** That the City Council accepts the donation from Wilfred J. Carr and John L. Giso for the purpose of enhancing emergency medical equipment

---

<b>Originating Dept</b>	Fire	<b>Costs</b>	
<b>User Dept.</b>	Fire	<b>Funding Source</b>	Donated funds from Mr. Wilfred J. Carr and Mr. John L. Giso.
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

The City is authorized to accept and maintain donations to the Fire Department for the benefits of its citizens and visitors. The Fire Department will use the donated funds to enhance emergency medical equipment.

**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:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RESOLUTION_ACCEPTING_Carr_and_Giso_DONATION.doc	Resolution	2/2/2017	Resolution
Ltr._Carr_and_Giso_Donation.02152017.pdf	Carr and Giso Donation Ltr.	2/13/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Fire	DUREN, REGINALD	Approved	2/6/2017 - 4:29 PM
Purchasing	Mealy, Dean	Approved	2/6/2017 - 4:42 PM
Finance	sherman, randy	Approved	2/7/2017 - 11:31 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 5:01 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 6:03 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:51 PM

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A DONATION FROM WILFRED J. CARR AND JOHN L. GISO FOR THE PURPOSE OF ENHANCING EQUIPMENT USED IN THE PROVISION OF EMERGENCY MEDICAL SERVICES AND SETTING UP BUDGET FOR SAME IN THE DONATIONS FUND FOR EMS EQUIPMENT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, The City is authorized to accept and maintain donations to the Fire Department for the benefits of its citizens and visitors, and;

**WHEREAS**, Wilfred J. Carr and John L. Giso donated a gift of \$10,000 to the Fire Department, and

**WHEREAS**, The Fire Department will use the donated funds to enhance emergency medical equipment; and

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

**Section 1.** That the City Council accepts the donation from Wilfred J. Carr and John L. Giso for the purpose of enhancing emergency medical equipment.

**SECTION 3.** That the Director of Finance & Administrative Services is authorized to set up a budget for same in the amount of \$10,000 as follows:

**Revenue:**

130-00-366900	Donations	\$ 10,000
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**Expenditures**

130-0920-522-0-5201	Operating Supplies- EMS Equipment	\$10,000
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**SECTION 2.** This resolution shall take effect upon its passage and approval by the City Council.



RESOLUTION NO. \_\_\_\_\_  
PAGE 2

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: \_\_\_\_\_



To Chief Reginald Duren

Riviera Beach Fire Department

600 West Blue Heron Blvd

Riviera Beach. 33404

From Mr John Giso

5380 North Ocean Drive 19D

Riviera Beach. Florida. 33404

Dear Chief Duren.

My name is John Giso and I am the life partner and caregiver to Mr Wilfred Carr, 97 years old and resident at the above address.

In recent years ( 2008 until now ) we have been full time residents of Riviera Beach. During that time, we have had to make frequent use of the Riviera Beach EMS.

In recognition of the professional and caring services that Mr Carr and indeed our community has received, we would like to make a gift of \$10.000 to the Riviera Beach Fire department.

Although it is our desire that the money to be used for EMS services, we realize as both departments are so intertwined, we are happy to have you use your discretion as to how the gift shall be used.

Lastly, Mr Carr and I will be perfectly happy to participate in any publicity ( photo or presentation etc ) that you may or may not choose to have. I personally think a presentation is a good idea as it would be good public relations and just might inspire others to make similar donations.

Yours truly

Wilfred Carr and John Giso

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

**Meeting Date:** 2/15/2017

**Agenda Category:** CONSENT

---

**Subject:** Fire Rescue is seeking consent to accept monetary donation from Mr. and Mrs. Fred I. Robinson.

---

**Recommendation/Motion:** That the City Council accepts the donation from Mr. and Mrs. Fred I. Robinson for the purpose of enhancing emergency medical equipment.

---

<b>Originating Dept</b>	Fire	<b>Costs</b>	
<b>User Dept.</b>	Fire	<b>Funding Source</b>	Donation from Mr. and Mrs. Fred I. Robinson
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

The City is authorized to accept and maintain donations to the Fire Department for the benefits of its citizens and visitors. The Fire Department will use the donated funds to enhance emergency medical equipment.

**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
RESOLUTION_ACCEPTING_Mr_and_Mrs_Robinson_DONATION.doc	Resolution	2/2/2017	Resolution
Robinson_Donation_Letter.pdf	Donation Letter	2/2/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Fire	DUREN, REGINALD	Approved	2/6/2017 - 4:31 PM
Purchasing	Mealy, Dean	Approved	2/6/2017 - 4:42 PM
Finance	sherman, randy	Approved	2/7/2017 - 11:32 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 4:58 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 6:16 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:51 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A DONATION FROM MR. AND MRS. FRED I. ROBINSON FOR THE PURPOSE OF ENHANCING EQUIPMENT USED IN THE PROVISION OF EMERGENCY MEDICAL SERVICES AND SETTING UP BUDGET FOR SAME IN THE DONATIONS FUND FOR EMS EQUIPMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City is authorized to accept and maintain donations to the Fire Department for the benefits of its citizens and visitors, and;

**WHEREAS,** Mr. and Mrs. Fred I. Robinson donated a gift of \$1,000 to the Fire Department, and

**WHEREAS,** The Fire Department will use the donated funds to enhance emergency medical equipment; and

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

**Section 1.** That the City Council accepts the donation from Mr. and Mrs. Fred I. Robinson for the purpose of enhancing Emergency Medical Equipment.

**SECTION 3.** That the Director of Finance & Administrative Services is authorized to set up a budget for same in the amount of \$1,000 as follows:

**Revenue:**

130-00-366900	Donations	\$1,000
---------------	-----------	---------

**Expenditures**

130-0920-522-0-5201	Operating Supplies- EMS Equipment	\$1,000
---------------------	-----------------------------------	---------

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

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

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: \_\_\_\_\_





**MR. & MRS. FRED I. ROBINSON**  
**4100 North Ocean Drive, Apt. WT 2104**  
**4100 North Ocean Drive**  
**Singer Island, FL 33404**

September 15, 2015

Riviera Beach Fire Rescue  
600 W. Blue Heron Boulevard  
Riviera Beach, FL 33404  
Attention: Chief Reginald Duren

Dear Chief Duren:

Last week your facility answered an emergency alert which went off accidentally at our condo at the Martinique II. We want to apologize for your having to come out to our home unnecessarily.

We would like to thank you for your prompt and courteous response as we now know that if there is ever an emergency, your group will be here in minutes prepared to take immediate life saving action.

A special thank you goes to the members of Station 86 who arrived here as follows:

Captain Frank Schiola  
D/E Jim Pisarski  
PM Vena Williams  
FF Chris Sanborn

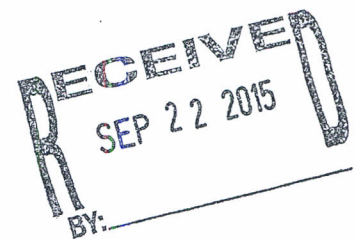
With our thanks and gratitude, we have enclosed a contribution in the amount of \$1,000.00

Sincerely,

*Mr. & Mrs. Fred I. Robinson*

Mr. & Mrs. Fred I. Robinson

FIR:cd  
Enclosure



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

**Meeting Date:** 2/15/2017

**Agenda Category:** CONSENT RESOLUTION

---

**Subject:** The Request of addition and reclassification of certain classified positions in the Utility District and Public Works Department.

---

**Recommendation/Motion:** The City Council approves the addition and reclassification of certain classified positions in the Utility District and Public Works Departments.

---

<b>Originating Dept</b>	Human Resources	<b>Costs</b>	68611.52
<b>User Dept.</b>	Human Resources	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	Utility District Salary Account Public Works Department Salary Account
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

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**Background/Summary:**

Staff has been evaluating positions within the Utility District as part of the recommendations made by U.S. Water in their 2016 Consent Order Assessment. Some of the recommendations include reassessing all staffing and work functions within the organization to determine if staffing levels are adequate to meet the demands of daily maintenance and operations of the Utility District.

As a part of addressing the operational deficiencies within the organization, staff is requesting that City Council consider staff's request to add the positions of Lead Electrician and Equipment Operator, Senior to the current fiscal budget.

Currently the Utility District has three (3) Electrical/Instrumentation Technicians positions budgeted. Two (2) of the three (3) positions are currently filled leaving only one (1) vacancy. We are requesting that Council authorize the re-classification of the one (1) vacant Electrical/Instrumentation Technician and create the new position of Lead Electrician. Based on a review of the essential jobs functions and regulatory requirements conducted by the Risk Manager, Safety Officer and Assistant to the City Manager, it has been determined that a journey level electrician's license is required to perform highly skilled journey level technical work within the Utility District. Staff is recommending the position of Lead Electrician to oversee the repair, maintenance and installation of equipment while functioning in a lead capacity. As part of the process, the District will assist the current Electrical/Instrumentation Technicians in moving toward obtaining additional training in the electrical field. The additional cost to re-classify the position is \$6217.

Staff is also requesting the addition of one (1) Equipment Operator Senior. Currently, the District does not have assigned staff to operate heavy equipment such as the backhoe or other specialized equipment. This position is vital to maintaining the save-alls where the lime waste accumulates and performing other functions such as the repair and maintenance of the infrastructure during water and sewer ruptures.

Based on information received from the Human Resources Department and veteran staff members, this position was cut from the budget a couple of years ago. The cost to fund this position is 56,246.

As noted, the positions are vital to addressing the repair and maintenance needs of the Utility District as we strive to address the needs of the aging infrastructure.

In addition, due to the restructuring of the Utility District, it was discovered that the Electrician at the Public Works Department were mistakenly graded due to the educational and skills requirements. Therefore, staff recommends the position be a regrade.

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	
<b>Operating Costs</b>	68,611.52
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions (cumulative)</b>	

### **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
Resolution_-_Position_addition_UD__DPW.docx	HR-Resolution UD & DPW	2/1/2017	Cover Memo
UD__DPW_SALARY_SCHEDULE.xlsx	HR-UD & DPW SALARY SCHEDULE	2/1/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Sullin, Marie	Approved	2/7/2017 - 4:01 PM
Purchasing	Mealy, Dean	Approved	2/7/2017 - 4:31 PM
Finance	sherman, randy	Approved	2/8/2017 - 1:42 PM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 5:01 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 6:14 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:55 PM

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST RECLASSIFYING AND ADDING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITION IN THE UTILITY DISTRICT AND PUBLIC WORKS DEPARTMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, the Utility District received recommendations to reassess staffing and work functions within the organization to adequately meet the demands of daily maintenance and operations; and**

**WHEREAS, to address the operational deficiencies within the organization; and**

**WHEREAS, the Utility District has three (3) Electrical/Instrumentation Technicians positions; however, one (1) position is vacant; and**

**WHEREAS, Staff is requesting to reclassify one vacant Electrical/Instrumentation Technician to the position of Lead Electrician; and**

**WHEREAS, the Utility District is requesting to add the position of Equipment Operator, Senior to the department's complement; and**

**WHEREAS, due to the reclassifying of positions in Utility District staff found it necessary to correct the graded of Electrician in the Public Works Department number; and**

**WHEREAS, the Public Works Department recommends one of the Electrician position be reclassified to Lead Electrician due to work performed; and**

**WHEREAS, funds for the recommended added position is available in the Utility District and Public Works salary account for FY2016/2017.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

RESOLUTION NO. \_\_\_\_\_

PAGE 2

**SECTION 1.** That the following classified position be regraded and added to the General Employees Job Classification List:

<b><u>JOB CLASSIFICATION</u></b>	<b><u>POSITION</u></b>	<b><u>GRADE</u></b>	<b><u>SALARY RANGE</u></b>
----------------------------------	------------------------	---------------------	----------------------------

LIST

GENERAL EMPLOYEE

FROM

ELECTRICIAN

13

\$44,150 - \$68,432

TO

ELECTRICIAN

15

\$47,999 - \$80,365

**SECTION 2.** That the following vacant position be reclassified and added to the General Employees Job Classification List:

GENERAL EMPLOYEE

FROM

ELECTRICAL/  
INSTRUMENTATION  
TECHNICIAN

14

\$46,074 - \$71,416

TO

LEAD ELECTRICIAN

17

\$51,848 - \$80,365

**SECTION 3.** That the following classified position be added to the General Employees Job Classification List:

GENERAL EMPLOYEE

LEAD ELECTRICIAN

17

\$51,848 - \$80,365

***PASSED AND APPROVED*** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

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 \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT, III  
CITY ATTORNEY

CITY OF RIVIERA BEACH, FL  
JOB CLASSIFICATION LIST - 10/01/2016

**GENERAL EMPLOYEE SALARY SCHEDULE**

**CLASSIFIED FULL-TIME POSITIONS**

<b>11 A</b>	40,300.96	51,383.98	62,467.00	
<b>W</b>	775.02	988.15	1,201.29	
<b>H</b>	19.38	24.70	30.03	
<b>B</b>	1,550.04	1,976.31	2,402.58	5047 CODE ENFORCEMENT OFFICER 7025 WATER PLANT OPERATOR * 7050 FLEET MECHANIC II
<b>12 A</b>	42,225.64	53,837.53	65,449.41	
<b>W</b>	812.03	1,035.34	1,258.64	
<b>H</b>	20.30	25.88	31.47	
<b>B</b>	1,624.06	2,070.67	2,517.28	7020 HEAVY EQUIPMENT MECHANIC, SENIOR 7034 WATER PLANT MECHANIC, SENIOR 5021 BUYER
<b>13 A</b>	44,150.29	56,291.45	68,432.60	
<b>W</b>	849.04	1,082.53	1,316.01	
<b>H</b>	21.23	27.06	32.90	
<b>B</b>	1,698.09	2,165.06	2,632.02	2011 ACCOUNTING SPECIALIST <del>7003 ELECTRICIAN</del> 3002 GIS/CADD TECHNICIAN 6030 INFORMATION SERVICES TECHNICIAN 0013 LEGAL STAFF ASSISTANT 3089 NPDES COORDINATOR/PROJECTS ASST.
<b>14 A</b>	46,074.95	58,745.89	71,416.83	
<b>W</b>	886.06	1,129.73	1,373.40	
<b>H</b>	22.15	28.24	34.34	
<b>B</b>	1,772.11	2,259.46	2,746.80	3032 ENGINEERING TECHNICIAN, SENIOR 7005 ELECTRICAL/INSTRUMENTATION TECHNICIAN 0010 EXECUTIVE ASSITANT

\* Add 5% to base salary for attainment of Grade B Certification; 10% for Grade A Certification



CITY OF RIVIERA BEACH, FL  
JOB CLASSIFICATION LIST - 10/01/2016

**GENERAL EMPLOYEE SALARY SCHEDULE**

**CLASSIFIED FULL-TIME POSITIONS**

<b>15 A</b>	47,999.62	61,199.63	74,399.62	
<b>W</b>	923.07	1,176.92	1,430.76	
<b>H</b>	23.08	29.42	35.77	
<b>B</b>	1,846.14	2,353.83	2,861.52	5053 ELECTRICAL/MECHANICAL INSPECTOR 5054 PLUMBING INSPECTOR 0015 PARALEGAL 7045 MUNICIPAL RECORDS SPECIALIST <u>7003 ELECTRICIAN</u>
<b>17 A</b>	51,848.95	66,107.10	80,365.24	
<b>W</b>	997.10	1,271.29	1,545.49	
<b>H</b>	24.93	31.78	38.64	
<b>B</b>	1,994.19	2,542.58	3,090.97	5060 COMBINATION PLANS EXAMINER 5093 BUILDING INSPECTOR <u>6093 LEAD ELECTRICIAN</u>
<b>18 A</b>	53,773.62	68,560.83	83,348.04	
<b>W</b>	1,034.11	1,318.48	1,602.85	
<b>H</b>	25.85	32.96	40.07	
<b>B</b>	2,068.22	2,636.95	3,205.69	1017 MULTI-MEDIA SPECIALIST 6033 I.T. SPECIALIST/WEBMASTER 6034 POLICE TECHNOLOGY SPECIALIST
<b>20 A</b>	57,622.96	73,468.30	89,313.63	
<b>W</b>	1,108.13	1,412.85	1,717.57	
<b>H</b>	27.70	35.32	42.94	
<b>B</b>	2,216.27	2,825.70	3,435.14	6035 SYSTEMS ADMINISTRATOR 3038 SENIOR PLANNER/GIS SPECIALIST 3077 SYSTEM ANALYST
<b>23 A</b>	64,039.62	71,123.61	99,259.25	
<b>W</b>	1,231.53	1,367.76	1,908.83	
<b>H</b>	30.79	34.19	47.72	
<b>B</b>	2,463.06	2,735.52	3,817.66	3014 GIS COORDINATOR

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

**Meeting Date:** 2/15/2017

**Agenda Category:** RESOLUTION

---

**Subject:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE “STOP DROP & RUN FIREFIGHTER 5K RACE” SCHEDULED FOR SATURDAY, APRIL 1, 2017, TO BEGIN AND END ON NORTH OCEAN AVENUE, ADJACENT TO THE MUNICIPAL BEACH PARK; AUTHORIZING CITY STAFF TO COORDINATE REQUIRED ROAD CLOSURES, INCLUDING TEMPORARY CLOSURE OF NORTH OCEAN AVENUE AND EAST BLUE HERON BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.

---

**Recommendation/Motion:** City staff recommends City Council approval of this Resolution.

---

<b>Originating Dept</b>	Community Development	<b>Costs</b>	\$1,500 (approximately)
<b>User Dept.</b>	City	<b>Funding Source</b>	N/A
<b>Advertised</b>	No	<b>Budget Account Number</b>	N/A
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

City staff recently received an application for the “Stop Drop & Run Firefighter 5k Race”, on April 1, 2017, which is managed by Palm Beach Marathon Training. The race route is proposed to begin and end adjacent to the Municipal Beach Park and includes East Blue Heron Boulevard to Lake Shore Drive and North Ocean Drive to Morse Boulevard. The applicant desires a partnership with the City in order to coordinate and implement required road closures associated with this event and to ensure that the event is safe and successful.

<b>Fiscal Years</b>	N/A
<b>Capital Expenditures</b>	N/A
<b>Operating Costs</b>	N/A
<b>External Revenues</b>	N/A
<b>Program Income (city)</b>	N/A
<b>In-kind Match (city)</b>	N/A
<b>Net Fiscal Impact</b>	N/A
<b>NO. Additional FTE Positions</b>	

(cumulative)

N/A

### 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
Resolution_Firefighters_5K_Race_Event.docx	Resolution, Firefighters 5K Race Event	1/30/2017	Resolution
Special_Event_Application__5K_Race.pdf	Special Event Application, 5K Race	1/30/2017	Backup Material

#### REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Gagnon, J	Approved	1/30/2017 - 5:23 PM
Purchasing	Mealy, Dean	Approved	1/30/2017 - 5:26 PM
Finance	sherman, randy	Approved	2/6/2017 - 9:40 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 12:11 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 1:08 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:49 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE “STOP DROP & RUN FIREFIGHTER 5K RACE” SCHEDULED FOR SATURDAY, APRIL 1, 2017, TO BEGIN AND END ON NORTH OCEAN AVENUE, ADJACENT TO THE MUNICIPAL BEACH PARK; AUTHORIZING CITY STAFF TO COORDINATE REQUIRED ROAD CLOSURES, INCLUDING TEMPORARY CLOSURE OF NORTH OCEAN AVENUE AND EAST BLUE HERON BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City staff recently received an application for the “Stop Drop & Run Firefighter 5k Race”, managed by Palm Beach Marathon Training; and

**WHEREAS**, the race route begins and ends adjacent to the Municipal Beach Park and includes East Blue Heron Boulevard to Lake Shore Drive and North Ocean Drive to Morse Boulevard; and

**WHEREAS**, the City Council desires to authorize City staff to coordinate required road closures associated with this event; and

**WHEREAS**, the City Council desires to authorize the utilization of City staff and resources to ensure that the event is safe and successful.

**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 provides City sponsorship of the “Stop Drop & Run Firefighter 5k Race” on April 1, 2017, and authorizes City staff to coordinate and implement associated road closures.

**SECTION 2.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

[ REMAINDER OF PAGE INTENTIONALLY BLANK. ]

RESOLUTION NO. \_\_\_\_\_  
Page 2 of 2

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, ESQ.  
CITY ATTORNEY

DATE: \_\_\_\_\_

# CITY OF RIVIERA BEACH - SPECIAL EVENT APPLICATION



- ☐ Please type information or print legibly in dark ink.
- ☐ Application must be submitted at least 30 days prior to the event date; 60 days for any proposed road closure.
- ☐ Application must be filled out completely; including a detailed map showing proposed location, structures, equipment (stage, restrooms, signage, tents, roadways, etc.).
- ☐ A nonrefundable \$50 application fee, made payable to the City of Riviera Beach, must be included when completed application is submitted for review.

## Event Proposal

1. Name of event: STOP DROP & RUN Firefighter 5K
2. Detailed description of the event:  
5K RACE - Start & Finish Line at Ocean Mall
3. Requested location for the event:  
OCEAN MALL - course to run over Blue Heron Bridge (N side only)
4. List all dates/times of the event, including setup and breakdown:  
4/1/17 6 AM -

## Applicant Contact Info

Name: MARIA KONZI-GONZALEZ  
Bob Anderson  
 Address: PO BOX 1073  
 City: West Palm Beach  
 State/Zip: FL 33402-1073  
 Phone: 561-312-6099 Fax: \_\_\_\_\_  
 E-Mail: bob@palmbeachmarathontraining.com

## Property Owner Info

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

## Event Logistics

5. Will your event require road closure? ☐ No ☒ Yes  
 If yes, describe requested streets and times: (Please attach map depicting the area/route.)  
from Lake Shore Dr + Blue Heron Bridge Lake Dr, Park Ave, N Ocean Ave.  
CABANA Rd., S. Harbor Dr, Yacht Harbor Dr., N Harbor Dr, Sugar Rd  
Sugar Sands Rd + AIA heading South
6. Does the proposed event location require fencing off areas? ☒ No ☐ Yes  
 (Clearly indicate the areas to be fenced off on your map.)
7. Are you requesting security from the Riviera Beach Police Department? ☐ No ☒ Yes Number: 6 units with Cops  
 (Any additional security must be coordinated through the Police Department)
8. Will event require the use of electricity? ☒ No ☐ Yes  
 If yes, describe location and uses:

(All electrical work must be permitted and performed by an electrician licensed in the City of Riviera Beach.)

9. The event applicant is responsible for clean-up of all event sites. The City of Riviera Beach will provide dumpsters for your event at your request; all dumping fees will be charged to the applicant by the City. If the event site is not cleaned thoroughly, a clean-up charge will be assessed depending on clean-up required.

Number of dumpsters proposed: 0 Number of city dumpsters requested: 0

(Please indicate dumpster locations on map.)

10. Number of temporary restroom facilities proposed: 4

(Please indicate restroom on map. Minimum requirement is one per 200 persons.)

11. Will music be provided? ☐ No ☐ Yes

Date

Time Begin/End

7/1/17 7:00am - 9:30 Am

12. Will alcoholic beverages be served? ☒ No ☒ Yes

(Please show locations of alcohol sales on map. Permission to sell alcohol on public property must be given by City Council.)

13. Are you requesting the use of City parking lots? ☒ No ☐ Yes

If yes, which lots?

14. Are you requesting public transportation? ☒ No ☐ Yes

Please describe how transportation will be provided: \_\_\_\_\_

15. Are you proposing to place signs or banners on public property?

☐ No

☒ Yes

Number: 10 Race Directional Sign, mile markers 1, 2, 3

16. Will temporary structures be constructed or used for the event?

☐ No

☒ Yes

Number: 1

17. Will the event have any vendors, peddlers, or concession sales?

☒ No

☐ Yes

Number: \_\_\_\_\_

18. Will the event include amusement rides?

☒ No

☐ Yes

Number: \_\_\_\_\_

If yes, please provide name of company and type of equipment: \_\_\_\_\_

(All amusement rides must be approved by the state. Please indicate locations on map.)

Please return completed application with a non-refundable \$50.00 application fee made payable to:

The City of Riviera Beach  
Business Tax Receipt Office  
600 W. Blue Heron Boulevard  
Riviera Beach, FL 33404

\*\*\*\*\* Departmental Approval – Staff Use Only \*\*\*\*\*

Planning and Zoning - 561-845-4060 ☐ Approved ☐ Disapproved (Sig/Date: \_\_\_\_\_)  
Comments: \_\_\_\_\_

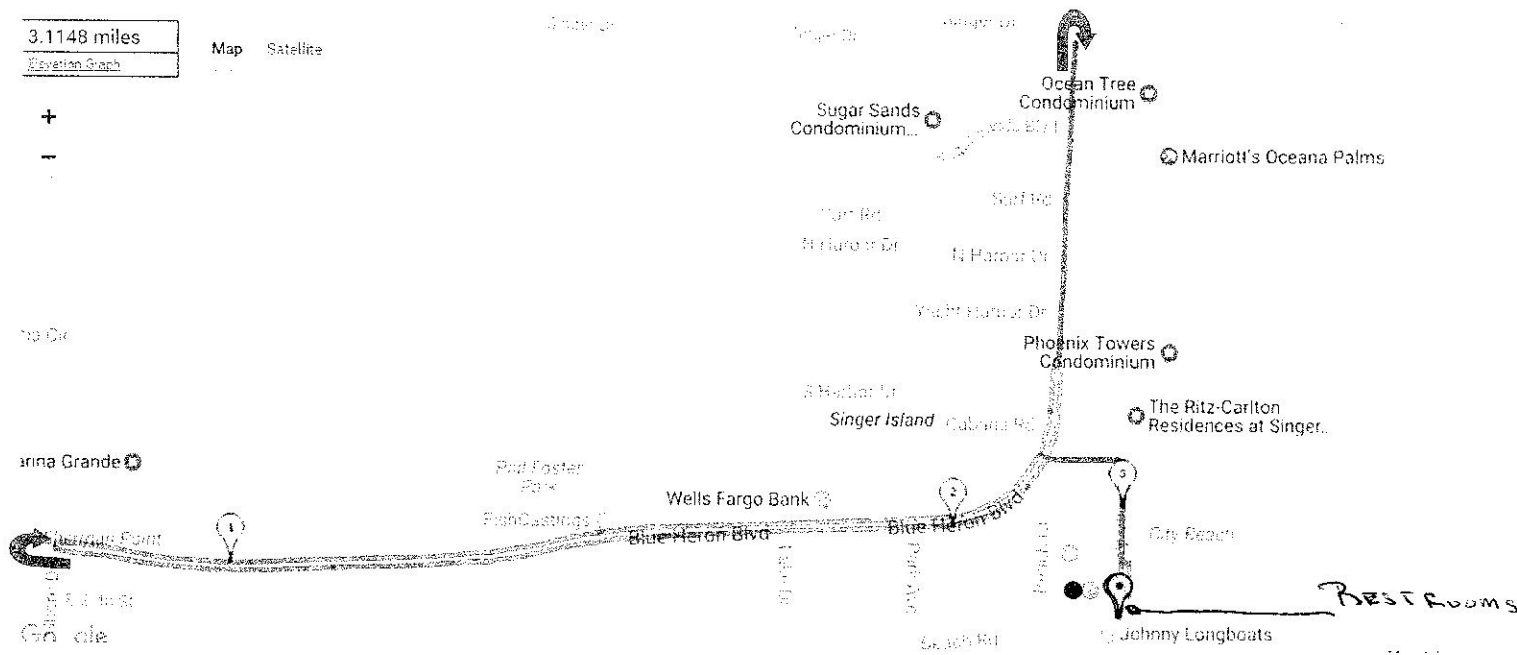
Police - 561-845-4123 ☐ Approved ☐ Disapproved (Sig/Date: \_\_\_\_\_)  
Comments: \_\_\_\_\_

Fire - 561-845-4104 ☐ Approved ☐ Disapproved (Sig/Date: \_\_\_\_\_)  
Comments: \_\_\_\_\_

Parks and Recreation - 561-845-4070 ☐ Approved ☐ Disapproved (Sig/Date: \_\_\_\_\_)  
Comments: \_\_\_\_\_

# COURSE MAP

Stop, Drop & Run Firefighters 5K



Start north of Johnny Longboats, Ocean Avenue, Ocean Mall. Head north on Ocean Avenue. Turn left on Blue Heron Boulevard. Cross Blue Heron Bridge (north side). Mile 1 located on the bridge.

Turn around at the intersection Shore Drive/Blue Heron Blvd. Cross the bridge. Continue on Blue Heron Boulevard. Mile 2 is located between Park and Plaza.

Continue on north on Blue Heron Boulevard. Turn around north of Sugar Sands, south of Morse. Head back south on Blue Heron Boulevard and turn left on Ocean Avenue. Mile 3 is located on Ocean Avenue. Continue straight to the finish line at 3.1 miles at the same location at the start.

**Race:** Stop, Drop & Run Firefighters 5K

**Location:** Start/Finish at Ocean Mall, Singer Island, FL

**Date:** April 1, 2017—7:30AM

**Distance:** 3.1 miles/5K

**RACE PATH**



**START**



**FINISH**



**MILE MARKER**

**Race Management by: Palm Beach Marathon Training,**

Bob Anderson, 561 313 6099, bob@palmbeachmarathontraining.com

Madeleine Ely, 561 222 7511, madeleine@pbrace.com



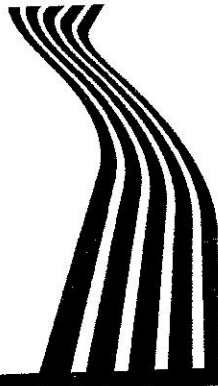
**PALM BEACH MARATHON TRAINING**

**Bob Anderson**

(561) 313 6099

[bob@palmbeachmarathontraining.com](mailto:bob@palmbeachmarathontraining.com)  
[www.palmbeachmarathontraining.com](http://www.palmbeachmarathontraining.com)

PO Box 1073, West Palm Beach, FL 33402



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

**Meeting Date:** 2/15/2017

**Agenda Category:** REGULAR

---

**Subject:** MAYOR MASTERS PRESENTS A PROCLAMATION TO GISELE RENEE THOMAS-LOWE. THE LOCAL RESIDENT IS RETIRING FROM TEACHING IN PALM BEACH COUNTY SCHOOLS AFTER 28 YEARS.

---

**Recommendation/Motion:** RECOMMEND APPROVAL OF THE PROCLAMATION

---

**Originating Dept** MAYOR      **Costs** N/A

**User Dept.** MAYOR      **Funding Source**

**Advertised** No      **Budget Account Number** n/a

**Date**

**Paper**

**Affected Parties** Notified

---

**Background/Summary:**

GISELE LOWE, THE ELDEST OF 12 CHILDREN IN THE THOMAS FAMILY, WAS RAISED AND STILL RESIDES IN RIVIERA BEACH. SHE IS A 'JUST READ FLORIDA' AWARDEE AND A TWO TIME RECIPIENT OF A TEACHER OF THE YEAR AND REGIONAL READING COACH OF THE YEAR.

**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
PROC.ThomasLOWE.renee.pdf	Proclamation GRTLowe	2/6/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Mayor	Mitchell, Dorothy	Approved	2/8/2017 - 4:58 PM

# PROCLAMATION

## FROM THE OFFICE OF THE MAYOR CITY OF RIVIERA BEACH PALM BEACH COUNTY, FLORIDA

**WHEREAS**, For twenty-eight (28) years Gisele Renee (Thomas) Lowe has been teaching and coaching Palm Beach County school children to read. However, her passion for the profession began a lot earlier in life, almost as soon after she, herself, began walking, talking and reading; and

**WHEREAS**, The eldest of 12 children, Renee was charged with helping her siblings develop a love for the written word....therefore, daily she turned their kitchen into a makeshift classroom, using cereal boxes, newspapers, and just about anything with words on it, to teach her brothers and sisters that knowledge is power, and that harnessing that power all starts with reading; and

**WHEREAS**, Gisele Renee earned a Bachelor of Science degree in Elementary Ed. from Alabama A & M, a Master's from Nova Southeastern University, and holds a Master's in Reading for Kindergarten through 12<sup>th</sup> grade. But instead of becoming an educator right after graduation, Renee chose to move up the ranks slowly by driving a school bus and working 10 years as an Operating Room Specialist with the United States Army. Gisele's first real classroom was at Kirklane Elementary, then at H. L. Johnson Middle School in Palm Beach Gardens, then on to Westward Elementary and Roosevelt Full Service Center both in West Palm Beach. Mrs. Lowe also taught at West Riviera Beach Elementary before serving as the Reading Coach at Palm Beach Lakes High School. The two time recipient of "Just Read Florida", was named Teacher of the Year in 08 by the North Palm Beach Chamber and the Regional Reading Coach of the year for our School District in 2010; and

**WHEREAS**, Literacy in the Lowe's household turned out to be generational, with one of her four daughters, Kendra Thomas, following in mom's footsteps, and with 9 grandchildren along with countless numbers of her neighbors' kids, now flipping the script and turning the tables by reading books and anything with words to her. The newly retiree and her husband, Durwin Lowe, live in the city where Gisele Renee was raised, right here in Riviera Beach. Mrs. Lowe's work in the classroom continues through volunteerism, still helping students with reading and strategies for achieving higher test scores on the A.C.T.

**NOW, THEREFORE, BE IT RESOLVED** that I, Honorable Bishop Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, by the powers vested in me by the residents of the City of Riviera Beach, do hereby proclaim February 17-19, 2017 as the Gisele Renee Thomas Lowe Weekend in the City of Riviera Beach, and join with her in encouraging all parents to read to your children, young and old, as early and as often as possible.

**IN WITNESS THEREFORE**, I have hereunto set my hand and caused the Official Seal of the City of Riviera Beach, Florida to be affixed on this 15th Day of February, Two Thousand Seventeen A.D.

---

Thomas A. Masters, Mayor

**ATTEST:**

---

Claudene L. Anthony, CMC, City Clerk

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

**Meeting Date:** 2/15/2017

**Agenda Category:** PUBLIC HEARING ORDINANCE ON FIRST READING

---

**Subject:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

---

**Recommendation/Motion:** Staff is recommending the City Council to consider approving the 1st reading of the Ordinance

---

<b>Originating Dept</b>	Community Development	<b>Costs</b>	\$268.32
<b>User Dept.</b>	Community Development	<b>Funding Source</b>	
<b>Advertised</b>	Yes	<b>Budget Account Number</b>	
<b>Date</b>	2/4/17		
<b>Paper</b>	Palm Beach Post		
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

Singer Island Gateway, LLC., the authorized agent, own 3 parcels under a unity of title 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528). The largest of the 3 parcels, 2525 Lake Drive, is located within the Riviera Beach Community Redevelopment Agency. Through a replat of the property (PA-16-07), the 2525 Lake Drive and 2429 Lake Drive (Lot 528) portion of the property will be used to support the Singer Island Gateway development with 135 condominium units. The 2429 Lake Drive (Lot 474) portion of the property will be used as an overflow parking lot open to the public use between 8 a.m. and 5 p.m. daily.

On November 4, 2016, Singer Island Gateway, LLC. submitted the Singer Island Gateway, LLC. official Future Land Use Map amendment application (LU-16-03) to Staff. City Departmental Staff reviewed the Future Land Use Map amendment application and provided corresponding comments to the applicant. All comments were addressed by the applicant and City Staff has no objections to the Future Land Use Map amendment application. The Community Development Department reviewed the Future Land Use Map amendment application (LU-16-03) for compatibility and consistency with the City's Comprehensive Plan and Land Development Regulations and found that the proposed amendment was in compliance.

On January 26, 2017, the City's Planning and Zoning Board held a public meeting to discuss the Singer Island Gateway, LLC. future land use amendment proposal and recommended approval of the proposed

future land use amendment by an unanimous vote.

**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:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
LU-16-03_Singer_Island_Gateway_ord_City_Council.docx	Ordinance - Singer Island Gateway LLC Future Land Use amendment	1/31/2017	Ordinance
			Backup

Singer_Island_Gateway_LLC_FLU_ord_all_combined_P_Z.pdf	P&Z Staff report	1/31/2017	Material
Legal_ad_-_City_Council_1st_reading.pdf	Legal ad - Palm Beach Post	2/1/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Spradley, DeAndre	Approved	2/1/2017 - 8:51 AM
Purchasing	Mealy, Dean	Approved	2/1/2017 - 9:30 AM
Finance	sherman, randy	Approved	2/6/2017 - 9:41 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 4:58 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 6:08 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:49 PM

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3184, Florida Statutes, permits local governments to adopt amendments to the City's Comprehensive Plan to ensure that the plan provides appropriate policy guidance for growth and development; and

**WHEREAS**, the City of Riviera Beach Comprehensive Plan controls and directs the development of land within the municipal limits of the City by referencing the boundaries on the Future Land Use Map; and

**WHEREAS**, the Singer Island Gateway, LLC. desires to develop an eight story building with 135 condominium units, referred to as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528); and

**WHEREAS**, the property at 2429 Lake Drive (Lot 474 and Lot 528) currently has a High Density Multi-Family (MF-20) Future Land Use Designation; and

**WHEREAS**, to implement the Singer Island Gateway development, Singer Island Gateway, LLC. desires to amend the future land use for the property at 2429 Lake Drive (Lot 474) to Downtown Mixed Use and 2429 (Lot 528) to Downtown Mixed Use; and

**WHEREAS**, City Staff has determined that the Singer Island Gateway, LLC. future land use amendment proposal is consistent with and compatible to the adjacent future land uses and the City's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, on January 26, 2017, the City's Planning and Zoning Board held a public meeting to discuss the Singer Island Gateway, LLC. future land use amendment proposal and recommended approval of the proposed future land use amendment by an unanimous vote; and

**WHEREAS**, the City Council has determined that the enactment of this Ordinance protects the health, safety and welfare of the public.



**WHEREAS**, the City will transmit a copy of the proposed amendment of the City's Future Land Use Map to the State of Florida Department of Economic Opportunity and necessary reviewing agencies for review per Section 163.3184, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** That the City's Future Land Use Map is amended from High Density Multi-Family (MF-20) to Downtown Mixed Use for the 0.23 acre of land located at 2429 Lake Drive (Lot 474) and from High Density Multi-Family (MF-20) to Downtown Mixed Use for the 0.63 acre of land located at 2429 (Lot 528) and that said revisions are attached hereto and made part of this Ordinance as "Exhibit A".

**SECTION 3.** That the proposed amendment of the City's Future Land Use Map shall be transmitted to the State of Florida Department of Economic Opportunity and necessary reviewing agencies for review after the public hearing of this Ordinance on first reading.

**SECTION 4.** If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**SECTION 5.** That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**SECTION 6.** This Ordinance shall be in full force and effect 30 days upon the effective date of the Ordinance amending the Comprehensive Plan Future Land Use Map from High Density Multi-Family (MF-20) to Downtown Mixed Use for the property located at 2429 Lake Drive (Lot 474 and Lot 528).

**\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\***

ORDINANCE NO. \_\_\_\_\_

PAGE 3 of 4

**PASSED AND APPROVED** on the first reading this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017.

**PASSED AND ADOPTED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017.

**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**

ORDINANCE NO. \_\_\_\_\_

PAGE 4 of 4

1<sup>ST</sup> READING

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

2<sup>ND</sup> & FINAL READING

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
ANDREW DEGRAFFENREIDT, ESQ.  
CITY ATTORNEY

DATE: \_\_\_\_\_



**STAFF REPORT – CITY OF RIVIERA BEACH  
SINGER ISLAND GATEWAY, LLC. LU-16-03  
PLANNING AND ZONING BOARD – JANUARY 26, 2017**

AN APPLICATION FROM SINGER ISLAND GATEWAY, LLC. (LU-16-03) REQUESTING AN AMENDMENT TO THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE (DMU) FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY.

---

**A. Applicant:** Singer Island Gateway, LLC.

**B. Request:** The applicant is requesting an amendment to the City's Future Land Use Map from High Density Multi-family (MF-20) to Downtown Mixed Use (DMU) to facilitate the development of an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

**C. Location:** The proposed future land use map amendment development is located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528) south of E. Blue Heron Boulevard and west of Lake Drive (see attached location map).

**D. Property Description and Uses:** The subject property description and uses are as follow:

Parcel Control Number: 56-43-42-27-04-000-5250 and 56-43-42-27-04-000-4740;

Parcel Size: ±1.86 acres (81,102 square feet);

Existing Use: Multi-family residential and vacant multi-family residential land;

Zoning: Downtown Core (DC) and Multi-family/Hotel (RMH-15) Zoning Districts; and

Future Land Use: Downtown Mixed Used (DMU) and High Density Multiple Family Residential up to 20 du per acre (MF-20). The applicant is proposing to amend the MF-20 portion of the property to Downtown Mixed Use.

**E. Adjacent Property Description and Uses:**

North: Commercial uses; Downtown Mixed Use (DMU) Future Land Use.

South: Multi-family residential uses; High Density Multiple Family Residential up to 20 du per acre (MF-20) Future Land Use.

East: Vacant multi-family residential uses; High Density Multiple Family Residential up to 20 du per acre (MF-20) Future Land Use.

West: Lake Worth Intracoastal Waterway.

## **F. Background:**

Singer Island Gateway, LLC., the authorized agent, own 3 parcels under a unity of title 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528). The largest of the 3 parcels, 2525 Lake Drive, is located within the Riviera Beach Community Redevelopment Agency. Through a replat of the property (PA-16-07), the 2525 Lake Drive and 2429 Lake Drive (Lot 528) portion of the property will be used to support the Singer Island Gateway development with 135 condominium units. The 2429 Lake Drive (Lot 474) portion of the property will be used as an overflow parking lot open to the public use between 8 a.m. and 5 p.m. daily.

On November 4, 2016, Singer Island Gateway, LLC. submitted the Singer Island Gateway, LLC. official Future Land Use Map amendment application (LU-16-03) to Staff. City Departmental Staff reviewed the Future Land Use Map amendment application and provided corresponding comments to the applicant. All comments were addressed by the applicant and City Staff has no objections to the Future Land Use Map amendment application.

The Community Development Department reviewed the Future Land Use Map amendment application (LU-16-03) for compatibility and consistency with the City's Comprehensive Plan and Land Development Regulations and found that the proposed amendment was in compliance.

An overview of Staff's analysis is featured below.

## **G. Staff Analysis:**

**Proposed Development/Use:** The applicant is proposing to build an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

**Zoning Regulations:** This applicant's proposed use as an eight story building with 135 condominium units is consistent with the uses permitted in the Downtown Core (DC) and Downtown General Zoning Districts as defined in the City's Land Development Regulations.

**Comprehensive Plan:** The applicant's proposed use is consistent with the permitted Downtown Mixed Use designation established in the City's Comprehensive Plan.

**Compatibility:** The applicant's proposed future land use amendment from High Density Multiple Family Residential up to 20 du per acre (MF-20) to Downtown Mixed Use (DMU) is compatible with the surrounding parcels.

**Levels of Service:** City services such as roads, water, sewer, and garbage collection are currently available to the site.

**Landscaping:** The applicant's proposed landscape plan is compatible with the City's Land Development Regulations.

**Parking/Traffic:** Adequate parking has been proposed by the applicant in accordance with the City's Land Development Regulations.

**H. Recommendation:** Staff recommends approval of the proposed future land use map application from High Density Multi-family (MF-20) to Downtown Mixed Use (DMU) to facilitate the development of an eight story building with 135 condominium units, referred to

as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528).

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3184, Florida Statutes, permits local governments to adopt amendments to the City's Comprehensive Plan to ensure that the plan provides appropriate policy guidance for growth and development; and

**WHEREAS**, the City of Riviera Beach Comprehensive Plan controls and directs the development of land within the municipal limits of the City by referencing the boundaries on the Future Land Use Map; and

**WHEREAS**, the Singer Island Gateway, LLC. desires to develop an eight story building with 135 condominium units, referred to as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528); and

**WHEREAS**, the property at 2429 Lake Drive (Lot 474 and Lot 528) currently has a High Density Multi-Family (MF-20) Future Land Use Designation; and

**WHEREAS**, to implement the Singer Island Gateway development, Singer Island Gateway, LLC. desires to amend the future land use for the property at 2429 Lake Drive (Lot 474) to Downtown Mixed Use and 2429 (Lot 528) to Downtown Mixed Use; and

**WHEREAS**, City Staff has determined that the Singer Island Gateway, LLC. future land use amendment proposal is consistent with and compatible to the adjacent future land uses and the City's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the City Council has determined that the enactment of this Ordinance protects the health, safety and welfare of the public.

**WHEREAS**, the City will transmit a copy of the proposed amendment of the City's Future Land Use Map to the State of Florida Department of Economic Opportunity and necessary reviewing agencies for review per Section 163.3184, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:**

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**PAGE 3 of 4**

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**APPROVED:**

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**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

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**CERTIFIED MUNICIPAL CLERK**  
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ORDINANCE NO. \_\_\_\_\_

PAGE 4 of 4

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**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**2<sup>ND</sup> & FINAL READING**

**MOTIONED BY:** \_\_\_\_\_

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**L. HUBBARD** \_\_\_\_\_

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**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
ANDREW DEGRAFFENREIDT, ESQ.  
CITY ATTORNEY

DATE: \_\_\_\_\_

## **SINGER ISLAND GATEWAY LAND USE CHANGE/REZONING APPLICATION**

### **Project Narrative**

The Singer Island Gateway project proposes to transform the entry to Singer Island by creating a premier, signature project, replacing a dilapidated condominium (The Singer Island Yacht Club) and a vacant lot facing Lake Worth. The proposal will combine three separate properties into a cohesive project, developed under the City's new downtown code. The project meets the aspirations of the code and Citizens' Master Plan by shaping a superior pedestrian realm, including a significant public open space component that creates a new point of waterfront access for the community. The building will include 135 condominiums with amenities, a marina, and display space with access to a new waterfront plaza.

### **Future Land Use Change**

A future land use change is needed to realize the project. Currently, the largest parcel of the three parcels, located at 2525 Lake Drive, that comprise the project has a future land use of Downtown Mixed Use and is currently developed with the former Singer Island Yacht Club condominium (2525 Lake Drive). Lot 474 is located east of Lake Drive and is part of the former Singer Island Yacht Club, currently an accessory parking lot. Lot 528 is located at 2429 Lake Drive and is currently vacant. Both Lot 474 and 528 have a future land use of High Density MF-20. The request is to change the land use to Downtown Mixed Use, consistent with the main parcel. The requested land use is the same as the adjoining properties to the north (Downtown Mixed Use) for both parcels.

#### Requested Future Land Use Change:

#### **Change Lot 474 (.23 acres) and Lot 528 (.63 acres) from High Density Multi-family (MF-20) to Downtown Mixed Use (DMU).**

Currently, MF-20 allows for density up to 20 du/ac. The DMU land use category utilizes floor-area-ratio (FAR) to determine intensity. The DMU land use designation is the best tool to realize both the vision of the Citizens' Master Plan and Comprehensive Plan Goals, Objectives, and Policies for this area in a financially feasible project.

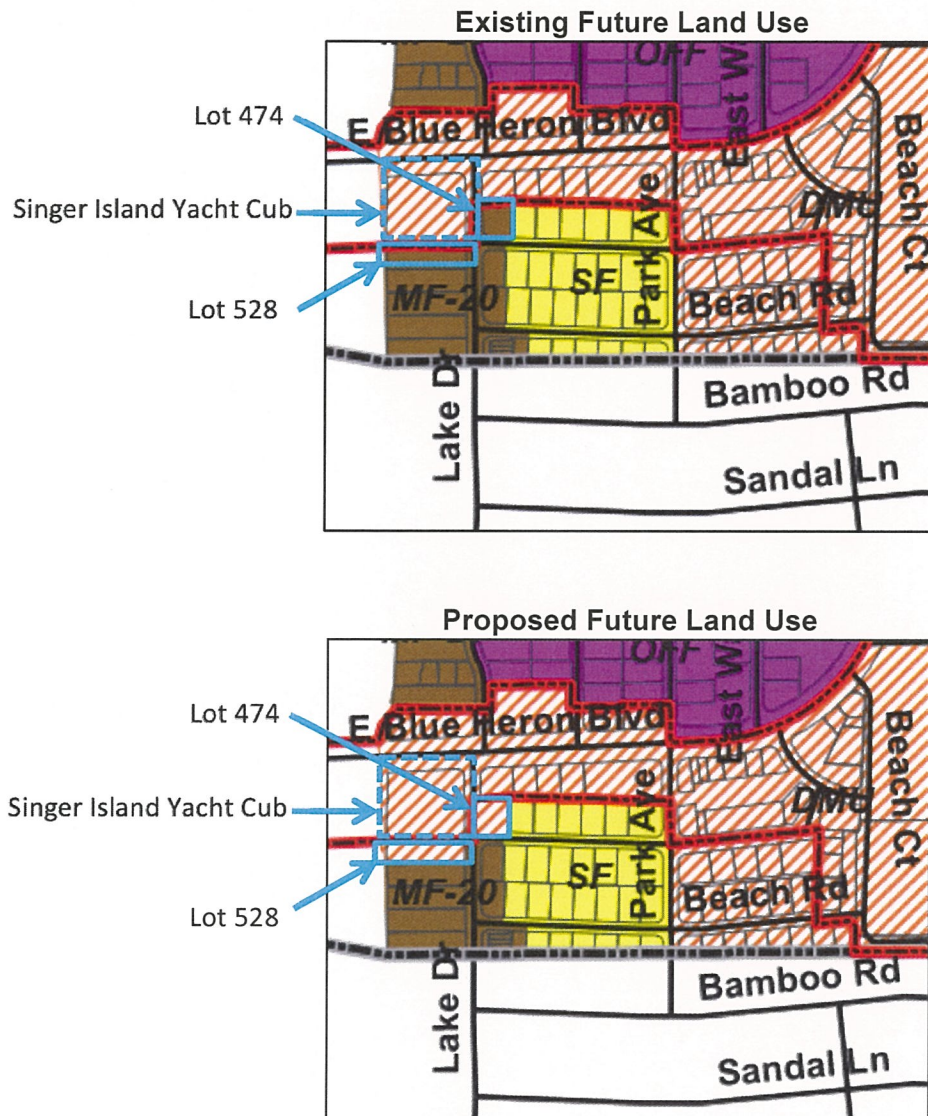
Lot 474 was part of the former Singer Island Yacht Club condominium, but was inadvertently not updated with the main parcel when land use and zoning changes were made to implement the Citizens' Master Plan. The parcel is currently an accessory parking lot to the main 2525 Lake Drive building across Lake Drive.

Currently, Lot 474 adjoins DMU to the north and single family (SF) land use to the east. Comprehensive Plan policies for the DMU land use require, "harmonious transitions in building scale and use between the predominantly single-family residential neighborhoods and mixed-use corridors" (Policy 1.8.1). This transition is implemented through the downtown zoning districts.

Lot 528 adjoins DMU to the north and MF-20 to the south. The site faces MF-20 across Lake Drive the east. Lake Worth is located to the west. Changing the land use designation to DMU

Singer Island Gateway  
Land Use Change/Rezoning Application

maintains the same transition among land uses that exists today. DMU will continue to transition to MF-20 along a side property line. DMU faces MF-20 across Lake Drive, which then transitions to Single-family land uses. The proposed land use change to this parcel will not directly impact properties with Single-Family future land use.



Consistency with Comprehensive Plan Policies:

Policy 1.2.21(6) Blue Heron Corridor: The Blue Heron Corridor is the primary entrance to downtown and to Singer Island. This corridor will accommodate mid-rise mixed-use development. Buildings must be placed on their sites in a manner that improves the pedestrian environment on the corridor.



Singer Island Gateway  
Land Use Change/Rezoning Application

*Response: The project improves the pedestrian environment by shaping the streets with the fronts of buildings, creating shaded, tree-lined sidewalks, and providing a significant public open space at along Blue Heron Boulevard.*

Policy 1.2.21(9) Singer Island Area: This area can accommodate mixed-use development, with taller buildings located along Lake Worth, acting as a gateway into the area. Mid-rise mixed-use buildings will be accommodated in the Ocean Mall, overlooking the public beach

*Response: The subject property is located along Lake Worth and will be incorporated into a project that creates a gateway to the area.*

Policy 1.8.1 "Downtown Mixed Use" (5) Ensure existing access and views of the Intercostal waterway are retained and increased.

*Response: The project provides a waterfront plaza, providing a new place for the community to view the Intercostal waterway.*

## **Zoning Change**

A zoning change is requested for the same parcels (Lot 474 and Lot 528, located at 2429). Under Comprehensive Plan policies, utilizing the "Downtown Mixed Use" land use designation requires the "exclusive use of the Downtown Zoning Districts". If the land use change is approved, rezoning to one of the Downtown Zoning Districts is necessary for both parcels.

### Requested Zoning Change:

**Change Lot 474 (.23 acres) from Multi-Family/Hotel District (RMH-15) to Downtown General (DG) and change Lot 528 (.63 acres) from RMH-15 to Downtown Core (DC).**

Currently, Lot 474 has a zoning designation of RMH-15, which allows single-family, multi-family, hotels, motels, and restaurants and shops that area accessory to lodging uses. Property development standards permit three stories or 35 feet.

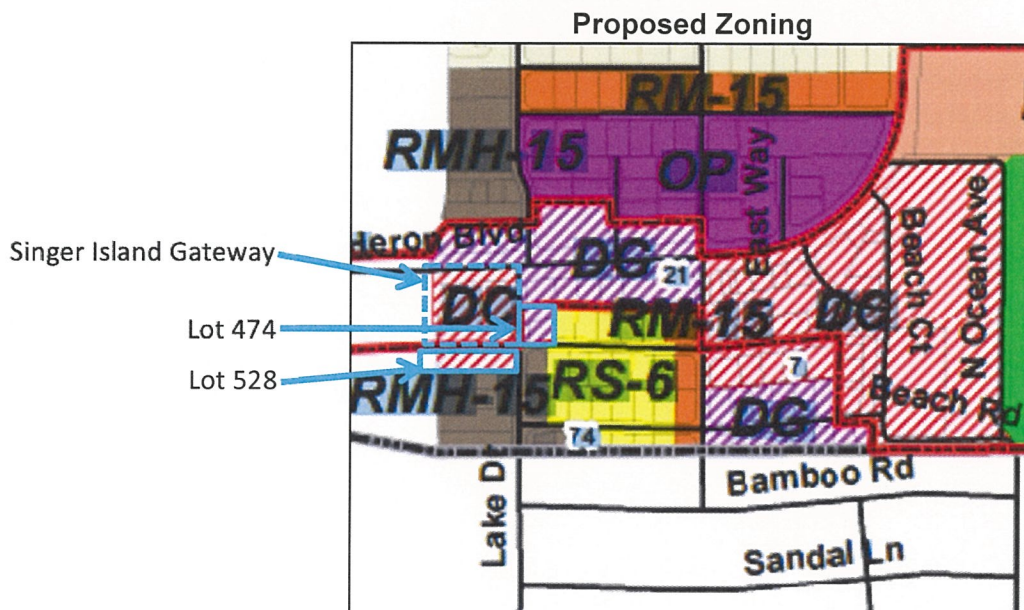
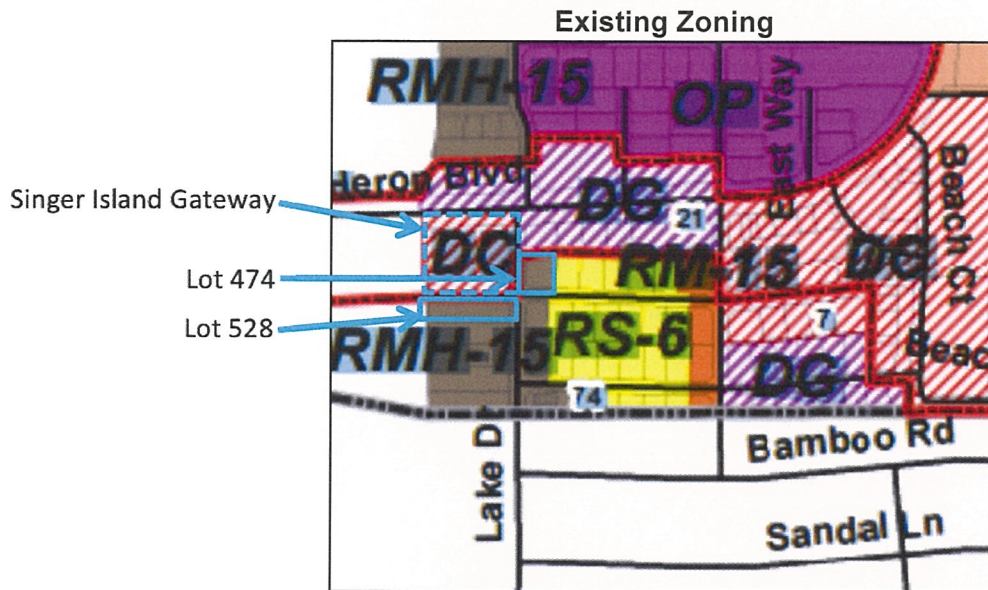
The surrounding zoning districts are DG on the adjoining property to the north, RS-6 to the east, RMH-15 to the south and DC to the west, across Lake Drive. In order to maintain harmonious transitions to the single-family area to the east, the proposed zoning district is DG.

Currently Lot 528 has a zoning designation of RMH-15, which allows single-family, multi-family, hotels, motels, and restaurants and shops that area accessory to lodging uses. Property development standards permit three stories or 35 feet.







The surrounding districts are DC on the adjoining property to the north, which allows a wide range of uses and utilizes form-based regulations to shape buildings, including minimum and maximum setbacks, minimum frontage percentages, and civic open space requirements. The adjoining property to the south is RMH-15. To the east, across Lake Drive, the site faces property zoned RMH-15, which then transitions to single-family zoning. The requested zoning is

Singer Island Gateway  
Land Use Change/Rezoning Application

DC, the same as the adjoining property to the north. The proposed zoning will not directly impact properties with single-family zoning.







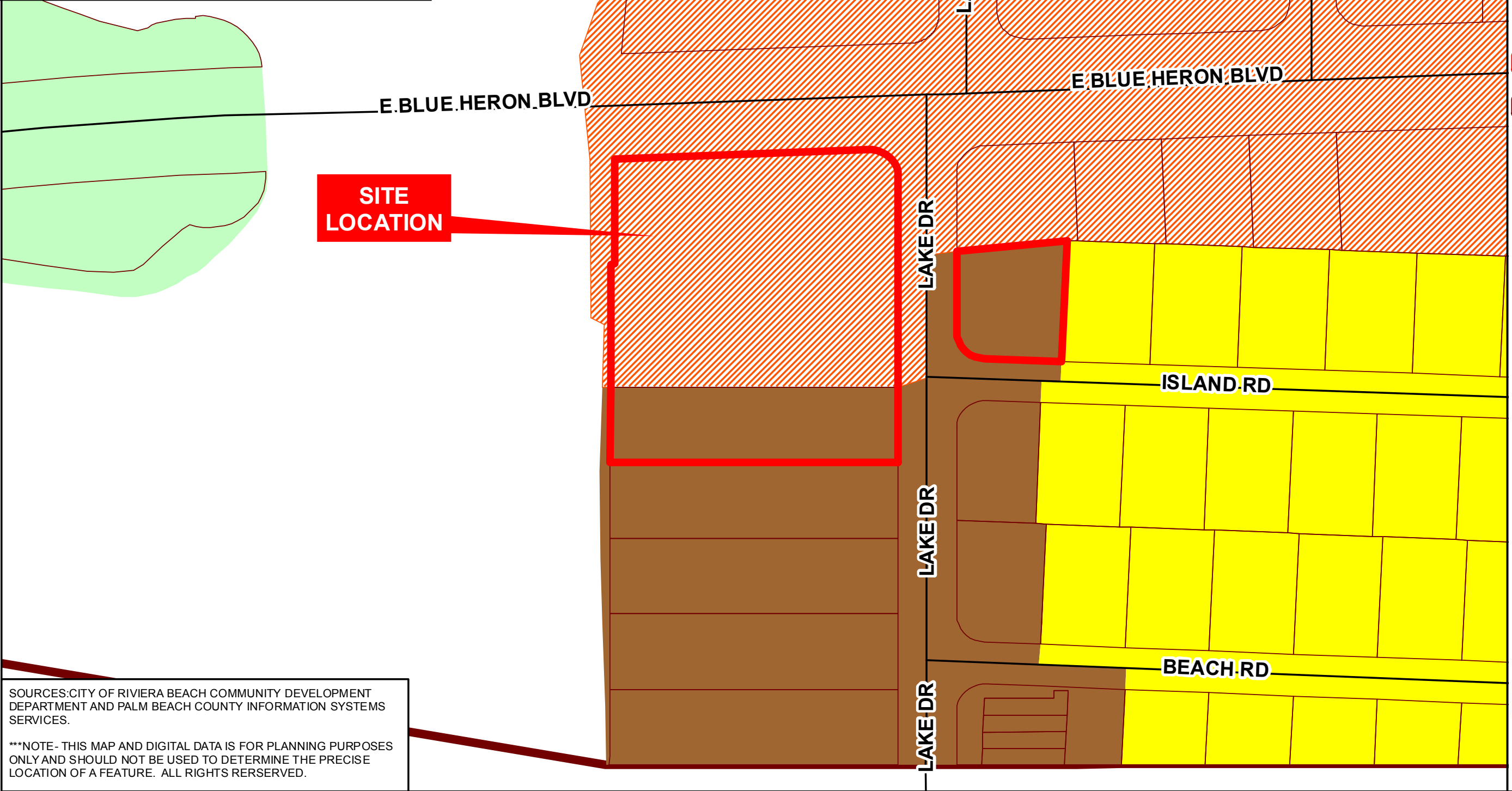
**FUTURE LAND USE**

-  SINGLE FAMILY RESIDENTIAL: UP TO 6 DWELLING UNITS PER ACRE
-  HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL: UP TO 20 DWELLING UNITS PER ACRE
-  COMMERCIAL
-  DOWNTOWN MIXED USE
-  OFFICE
-  RECREATIONAL


**CITY OF RIVIERA BEACH  
SINGER ISLAND GATEWAY, LLC  
LU-16-03  
EXISTING FUTURE  
LAND USE MAP**

**LEGEND**

-  STREETS
-  CITY PARCELS
-  PROPERTY BOUNDARY ±1.86 ACRES
-  MUNICIPALITIES



N



0 50 100  
FEET  
1 INCH = 100 FEET

CITY OF RIVIERA BEACH  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
600 W. BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404  
(561) 845-4060  
WWW.RIVIERABCH.COM









SOURCES: CITY OF RIVIERA BEACH COMMUNITY DEVELOPMENT DEPARTMENT AND PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES.

\*\*\*NOTE- THIS MAP AND DIGITAL DATA IS FOR PLANNING PURPOSES ONLY AND SHOULD NOT BE USED TO DETERMINE THE PRECISE LOCATION OF A FEATURE. ALL RIGHTS RERSERVED.







**FUTURE LAND USE**

-  SINGLE FAMILY RESIDENTIAL: UP TO 6 DWELLING UNITS PER ACRE
-  HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL: UP TO 20 DWELLING UNITS PER ACRE
-  COMMERCIAL
-  DOWNTOWN MIXED USE
-  OFFICE
-  RECREATIONAL

**CITY OF RIVIERA BEACH  
SINGER ISLAND  
GATEWAY, LLC  
LU-16-03  
PROPOSED  
FUTURE LAND  
USE MAP**

**LEGEND**

-  STREETS
-  CITY PARCELS
-  PROPERTY BOUNDARY ±1.86 ACRES
-  MUNICIPALITIES

**SITE  
LOCATION**

E.BLUE HERON BLVD

LAKE DR

E.BLUE HERON BLVD

WEST WAY

LAKE DR

ISLAND RD

LAKE DR

BEACH RD

LAKE DR

SOURCES: CITY OF RIVIERA BEACH COMMUNITY DEVELOPMENT DEPARTMENT AND PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES.

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N

0 50 100  
FEET

1 INCH = 100 FEET

CITY OF RIVIERA BEACH  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
600 W. BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404  
(561) 845-4060  
WWW.RIVIERABCH.COM





# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Account: G790  
Name: CITY OF RIVIERA BEACH  
Address: 10682 PO DRAWER  
RIVIERA BEACH FL 33419-0682

Phone: 561-845-4000  
E-mail: ap@rivierabch.com

Order Name: Public hearing Notice  
Order Id: 704089  
Original Order Id:  
Copy Line: PUBLIC HEARING NOTICECITY OF RIVIERA BEA  
Sales Rep: PB116 R Hindmarch (P)  
Purchase Order:  
Pay Type: Billed  
Account Group:  
Caller: DEANDRAE SPRADLEY

Section: 6205 Legal Notices  
Reply Request:  
Tear Sheets: 0

### Order Summary

Base:	\$268.32
Other Charges:	\$0.00
Discounts:	\$0.00
Agency Commission:	\$0.00
Sales Tax:	\$0.00
Total Order	\$268.32

### Payment Summary

*No payment information available.*

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Ad Name: 1381896A

Ad Id: 1381896

Original Ad Id:

Start: 02/04/2017  
Stop: 02/04/2017  
Issues: 1  
Words: 365  
Dimensions: 1 X 78  
Color:

### **Editions**

PB Post  
PB Post Web

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

### PUBLIC HEARING NOTICE CITY OF RIVIERA BEACH, FLORIDA

The City Council will conduct a public hearing on Wednesday, February 15, 2017 at 6:00 p.m. or soon thereafter, and from time to time thereafter as necessary, in the Council Chambers at the Municipal Complex, 600 West Blue Heron Blvd., Riviera Beach, FL, to review the following ordinances:

1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

Background material is available for review in its entirety in the Community Development Department between the hours of 8:30 AM and 5:00 PM, Monday through Friday, except holidays.

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Board or Council with respect to any matter considered at the meetings, 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Legislative Aide at 561-845-4095 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.

PUB: The Palm Beach Post  
2-4/ 2017 #704089

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Ad shown is not actual print size.

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

**Meeting Date:** 2/15/2017

**Agenda Category:** PUBLIC HEARING ORDINANCE ON FIRST READING

---

**Subject:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

---

**Recommendation/Motion:** Staff is recommending the City Council to consider approving the 1st reading of this Ordinance

---

<b>Originating Dept</b>	Community Development	<b>Costs</b>	\$268.32
<b>User Dept.</b>	Community Development	<b>Funding Source</b>	
<b>Advertised</b>	Yes	<b>Budget Account Number</b>	
<b>Date</b>	2/4/17		
<b>Paper</b>	Palm Beach Post		
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

Singer Island Gateway, LLC., the authorized agent, own 3 parcels under a unity of title 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528). The largest of the 3 parcels, 2525 Lake Drive, is located within the Riviera Beach Community Redevelopment Agency. Through a replat of the property (PA-16-07), the 2525 Lake Drive and 2429 Lake Drive (Lot 528) portion of the property will be used to support the Singer Island Gateway development with 135 condominium units. The 2429 Lake Drive (Lot 474) portion of the property will be used as an overflow parking lot open to the public use between 8 a.m. and 5 p.m. daily.

On November 4, 2016, Singer Island Gateway, LLC. submitted the Singer Island Gateway, LLC. official Zoning Map amendment application (RZ-16-03) to Staff. City Departmental Staff reviewed the Zoning Map amendment application and provided corresponding comments to the applicant. All comments were addressed by the applicant and City Staff has no objections to the Zoning Map amendment application.

The Community Development Department reviewed the Zoning Map amendment application (RZ-16-03) for compatibility and consistency with the City's Comprehensive Plan and Land Development Regulations and found that the proposed amendment was in compliance.

On January 26, 2017, the City's Planning and Zoning Board held a public meeting to discuss the Singer Island Gateway, LLC. future land use amendment proposal and recommended approval of the proposed future land use amendment by an unanimous vote.

**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:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RZ-16-03_Singer_Island_Gateway_ord_city_council.docx	Ordinance - Singer Island Gateway LLC	1/31/2017	Ordinance

zoning  
amendment

Singer_Island_Gateway_LLC_Zoning_ord_all_combined_P_Z.pdf	P&Z Staff report	1/31/2017	Backup Material
Legal_ad_-_City_Council_1st_reading.pdf	Legal ad - Palm Beach Post 1st reading	2/1/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Spradley, DeAndre	Approved	2/1/2017 - 8:53 AM
Purchasing	Mealy, Dean	Approved	2/1/2017 - 9:30 AM
Finance	sherman, randy	Approved	2/6/2017 - 9:41 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 12:12 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 2:54 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:50 PM

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach Code of Ordinances controls and directs the development of land within the municipal limits of the City by referencing the boundaries on the Zoning Map; and

**WHEREAS**, Section 31-97(e) of the City of Riviera Beach Code of Ordinances establishes that the City Council may, from time to time, amend, change or repeal district boundaries of the Zoning Map; and

**WHEREAS**, the Singer Island Gateway, LLC. desires to develop an eight story building with 135 condominium units, referred to as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528); and

**WHEREAS**, the property at 2429 Lake Drive (Lot 474 and Lot 528) is currently zoned Multi-Family/ Hotel District; and

**WHEREAS**, to implement the Singer Island Gateway development, Singer Island Gateway, LLC. desires to amend the zoning for the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core; and

**WHEREAS**, City Staff has determined that the Singer Island Gateway, LLC. zoning amendment proposal is consistent with and compatible to the adjacent zoning and the City's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, on January 26, 2017, the City's Planning and Zoning Board held a public meeting to discuss the Singer Island Gateway, LLC. zoning amendment proposal and recommended approval of the proposed zoning amendment by an unanimous vote; and

**WHEREAS**, the City Council has determined that the enactment of this Ordinance protects the health, safety and welfare of the public.



**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:**

**SECTION 1.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** That the City’s Zoning Map is amended from Multi-family/Hotel to Downtown General for the 0.23 acre of land located at 2429 Lake Drive (Lot 474) and from Multi-family/Hotel to Downtown Core for the 0.63 acre of land located at 2429 (Lot 528) and that said revisions are attached hereto and made part of this Ordinance as “Exhibit A”.

**SECTION 3.** If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**SECTION 4.** That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**SECTION 5.** This Ordinance shall be in full force and effect immediately upon the effective date of the Ordinance amending the Comprehensive Plan Zoning Map from Multi-family/Hotel to Downtown General and Downtown Core for the property located at 2429 Lake Drive (Lot 474 and Lot 528).

**\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\***

ORDINANCE NO. \_\_\_\_\_

PAGE 3 of 4

**PASSED AND APPROVED** on the first reading this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017.

**PASSED AND ADOPTED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017.

**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**  
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\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

ORDINANCE NO. \_\_\_\_\_

PAGE 4 of 4

1<sup>ST</sup> READING

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

2<sup>ND</sup> & FINAL READING

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
ANDREW DEGRAFFENREIDT, ESQ.  
CITY ATTORNEY

DATE: \_\_\_\_\_



**STAFF REPORT – CITY OF RIVIERA BEACH  
SINGER ISLAND GATEWAY, LLC. RZ-16-03  
PLANNING AND ZONING BOARD – JANUARY 26, 2017**

AN APPLICATION FROM SINGER ISLAND GATEWAY, LLC. (RZ-16-03) REQUESTING AN AMENDMENT TO THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY.

---

**A. Applicant:** Singer Island Gateway, LLC.

**B. Request:** The applicant is requesting an amendment to the City's Zoning Map from Multi-family/Hotel District to Downtown Core and Downtown General to facilitate the development of an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

**C. Location:** The proposed zoning map amendment development is located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528) south of E. Blue Heron Boulevard and west of Lake Drive (see attached location map).

**D. Property Description and Uses:** The subject property description and uses are as follow:

Parcel Control Number: 56-43-42-27-04-000-5250 and 56-43-42-27-04-000-4740;

Parcel Size: ±1.86 acres (81,102 square feet);

Existing Use: Multi-family residential and vacant multi-family residential land;

Zoning: Downtown Core (DC) and Multi-family/Hotel (RMH-15) Zoning Districts. The applicant is proposing to amend the Multi-family/Hotel (RMH-15) portion of the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core; and

Future Land Use: Downtown Mixed Used (DMU) and High Density Multiple Family Residential up to 20 du per acre (MF-20).

**E. Adjacent Property Description and Uses:**

North: Commercial uses; Downtown Mixed Use (DMU) Future Land Use.

South: Multi-family residential uses; High Density Multiple Family Residential up to 20 du per acre (MF-20) Future Land Use.

East: Vacant multi-family residential uses; High Density Multiple Family Residential up to 20 du per acre (MF-20) Future Land Use.

West: Lake Worth Intracoastal Waterway.

## **F. Background:**

Singer Island Gateway, LLC., the authorized agent, own 3 parcels under a unity of title 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528). The largest of the 3 parcels, 2525 Lake Drive, is located within the Riviera Beach Community Redevelopment Agency. Through a replat of the property (PA-16-07), the 2525 Lake Drive and 2429 Lake Drive (Lot 528) portion of the property will be used to support the Singer Island Gateway development with 135 condominium units. The 2429 Lake Drive (Lot 474) portion of the property will be used as an overflow parking lot open to the public use between 8 a.m. and 5 p.m. daily.

On November 4, 2016, Singer Island Gateway, LLC. submitted the Singer Island Gateway, LLC. official Zoning Map amendment application (RZ-16-03) to Staff. City Departmental Staff reviewed the Zoning Map amendment application and provided corresponding comments to the applicant. All comments were addressed by the applicant and City Staff has no objections to the Zoning Map amendment application.

The Community Development Department reviewed the Zoning Map amendment application (RZ-16-03) for compatibility and consistency with the City's Comprehensive Plan and Land Development Regulations and found that the proposed amendment was in compliance.

An overview of Staff's analysis is featured below.

## **G. Staff Analysis:**

**Proposed Development/Use:** The applicant is proposing to build an eight story building with 135 condominium units, which is referred to as Singer Island Gateway, on 1.86 acres of multi-family and vacant multi-family land.

**Zoning Regulations:** This applicant's proposed use as an eight story building with 135 condominium units is consistent with the uses permitted in the Downtown Core (DC) and Downtown General Zoning Districts as defined in the City's Land Development Regulations. The applicant's proposed zoning map amendment to amend the Multi-family/Hotel (RMH-15) portion of the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core is consistent with the adjacent zoning uses.

**Comprehensive Plan:** The applicant's proposed use as an eight story building with 135 condominium units is consistent with the permitted Downtown Mixed Use designation established in the City's Comprehensive Plan.

**Compatibility:** The applicant's proposed zoning map amendment from Multi-family/Hotel (RMH-15) for the portion of the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core is compatible with the surrounding parcels.

**Levels of Service:** City services such as roads, water, sewer, and garbage collection are currently available to the site.

**Landscaping:** The applicant's proposed landscape plan is compatible with the City's Land Development Regulations.

**Parking/Traffic:** Adequate parking has been proposed by the applicant in accordance with the City's Land Development Regulations.

**H. Recommendation:** Staff recommends approval of the proposed zoning map application from Multi-family/Hotel (RMH-15) for the portion of the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core to facilitate the development of an eight story building with 135 condominium units, referred to as Singer Island Gateway, on 1.86 acres of land located at 2525 Lake Drive and 2429 Lake Drive (Lot 474 and Lot 528).

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach Code of Ordinances controls and directs the development of land within the municipal limits of the City by referencing the boundaries on the Zoning Map; and

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**WHEREAS**, the property at 2429 Lake Drive (Lot 474 and Lot 528) is currently zoned Multi-Family/ Hotel District; and

**WHEREAS**, to implement the Singer Island Gateway development, Singer Island Gateway, LLC. desires to amend the zoning for the property at 2429 Lake Drive (Lot 474) to Downtown General and 2429 (Lot 528) to Downtown Core; and

**WHEREAS**, City Staff has determined that the Singer Island Gateway, LLC. zoning amendment proposal is consistent with and compatible to the adjacent zoning and the City's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, the City Council has determined that the enactment of this Ordinance protects the health, safety and welfare of the public.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:**

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**SECTION 5.** This Ordinance shall be in full force and effect immediately upon the effective date of the Ordinance amending the Comprehensive Plan Zoning Map from Multi-family/Hotel to Downtown General and Downtown Core for the property located at 2429 Lake Drive (Lot 474 and Lot 528).

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**ORDINANCE NO.** \_\_\_\_\_

**PAGE 3 of 4**

**PASSED AND APPROVED** on the first reading this \_\_\_\_\_ day of  
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**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
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**COUNCILPERSON**

ORDINANCE NO. \_\_\_\_\_

PAGE 4 of 4

**1<sup>ST</sup> READING**

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**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**2<sup>ND</sup> & FINAL READING**

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**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
ANDREW DEGRAFFENREIDT, ESQ.  
CITY ATTORNEY

DATE: \_\_\_\_\_

## **SINGER ISLAND GATEWAY LAND USE CHANGE/REZONING APPLICATION**

### **Project Narrative**

The Singer Island Gateway project proposes to transform the entry to Singer Island by creating a premier, signature project, replacing a dilapidated condominium (The Singer Island Yacht Club) and a vacant lot facing Lake Worth. The proposal will combine three separate properties into a cohesive project, developed under the City's new downtown code. The project meets the aspirations of the code and Citizens' Master Plan by shaping a superior pedestrian realm, including a significant public open space component that creates a new point of waterfront access for the community. The building will include 135 condominiums with amenities, a marina, and display space with access to a new waterfront plaza.

### **Future Land Use Change**

A future land use change is needed to realize the project. Currently, the largest parcel of the three parcels, located at 2525 Lake Drive, that comprise the project has a future land use of Downtown Mixed Use and is currently developed with the former Singer Island Yacht Club condominium (2525 Lake Drive). Lot 474 is located east of Lake Drive and is part of the former Singer Island Yacht Club, currently an accessory parking lot. Lot 528 is located at 2429 Lake Drive and is currently vacant. Both Lot 474 and 528 have a future land use of High Density MF-20. The request is to change the land use to Downtown Mixed Use, consistent with the main parcel. The requested land use is the same as the adjoining properties to the north (Downtown Mixed Use) for both parcels.

#### Requested Future Land Use Change:

#### **Change Lot 474 (.23 acres) and Lot 528 (.63 acres) from High Density Multi-family (MF-20) to Downtown Mixed Use (DMU).**

Currently, MF-20 allows for density up to 20 du/ac. The DMU land use category utilizes floor-area-ratio (FAR) to determine intensity. The DMU land use designation is the best tool to realize both the vision of the Citizens' Master Plan and Comprehensive Plan Goals, Objectives, and Policies for this area in a financially feasible project.

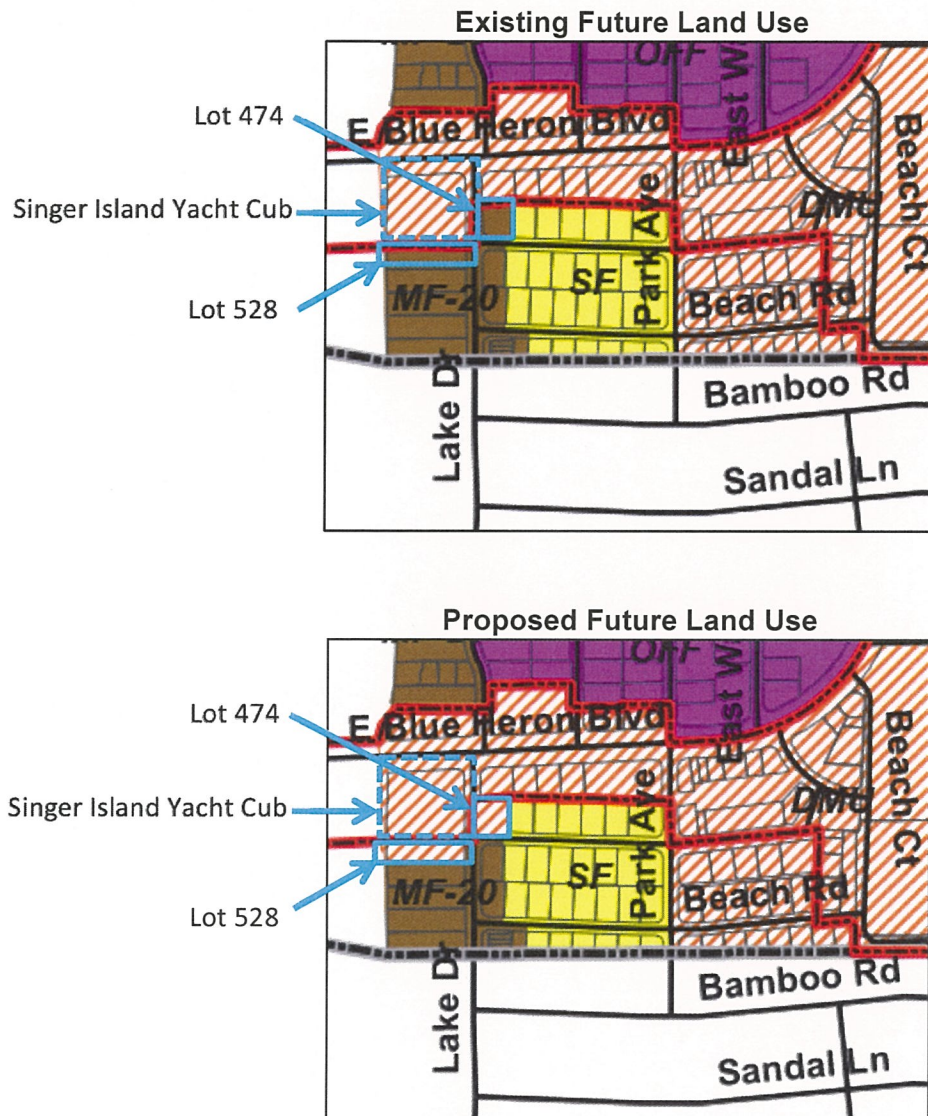
Lot 474 was part of the former Singer Island Yacht Club condominium, but was inadvertently not updated with the main parcel when land use and zoning changes were made to implement the Citizens' Master Plan. The parcel is currently an accessory parking lot to the main 2525 Lake Drive building across Lake Drive.

Currently, Lot 474 adjoins DMU to the north and single family (SF) land use to the east. Comprehensive Plan policies for the DMU land use require, "harmonious transitions in building scale and use between the predominantly single-family residential neighborhoods and mixed-use corridors" (Policy 1.8.1). This transition is implemented through the downtown zoning districts.

Lot 528 adjoins DMU to the north and MF-20 to the south. The site faces MF-20 across Lake Drive the east. Lake Worth is located to the west. Changing the land use designation to DMU

Singer Island Gateway  
Land Use Change/Rezoning Application

maintains the same transition among land uses that exists today. DMU will continue to transition to MF-20 along a side property line. DMU faces MF-20 across Lake Drive, which then transitions to Single-family land uses. The proposed land use change to this parcel will not directly impact properties with Single-Family future land use.



Consistency with Comprehensive Plan Policies:

Policy 1.2.21(6) Blue Heron Corridor: The Blue Heron Corridor is the primary entrance to downtown and to Singer Island. This corridor will accommodate mid-rise mixed-use development. Buildings must be placed on their sites in a manner that improves the pedestrian environment on the corridor.



Singer Island Gateway  
Land Use Change/Rezoning Application

*Response: The project improves the pedestrian environment by shaping the streets with the fronts of buildings, creating shaded, tree-lined sidewalks, and providing a significant public open space at along Blue Heron Boulevard.*

Policy 1.2.21(9) Singer Island Area: This area can accommodate mixed-use development, with taller buildings located along Lake Worth, acting as a gateway into the area. Mid-rise mixed-use buildings will be accommodated in the Ocean Mall, overlooking the public beach

*Response: The subject property is located along Lake Worth and will be incorporated into a project that creates a gateway to the area.*

Policy 1.8.1 "Downtown Mixed Use" (5) Ensure existing access and views of the Intercoastal waterway are retained and increased.

*Response: The project provides a waterfront plaza, providing a new place for the community to view the Intercoastal waterway.*

## **Zoning Change**

A zoning change is requested for the same parcels (Lot 474 and Lot 528, located at 2429). Under Comprehensive Plan policies, utilizing the "Downtown Mixed Use" land use designation requires the "exclusive use of the Downtown Zoning Districts". If the land use change is approved, rezoning to one of the Downtown Zoning Districts is necessary for both parcels.

### Requested Zoning Change:

**Change Lot 474 (.23 acres) from Multi-Family/Hotel District (RMH-15) to Downtown General (DG) and change Lot 528 (.63 acres) from RMH-15 to Downtown Core (DC).**

Currently, Lot 474 has a zoning designation of RMH-15, which allows single-family, multi-family, hotels, motels, and restaurants and shops that area accessory to lodging uses. Property development standards permit three stories or 35 feet.

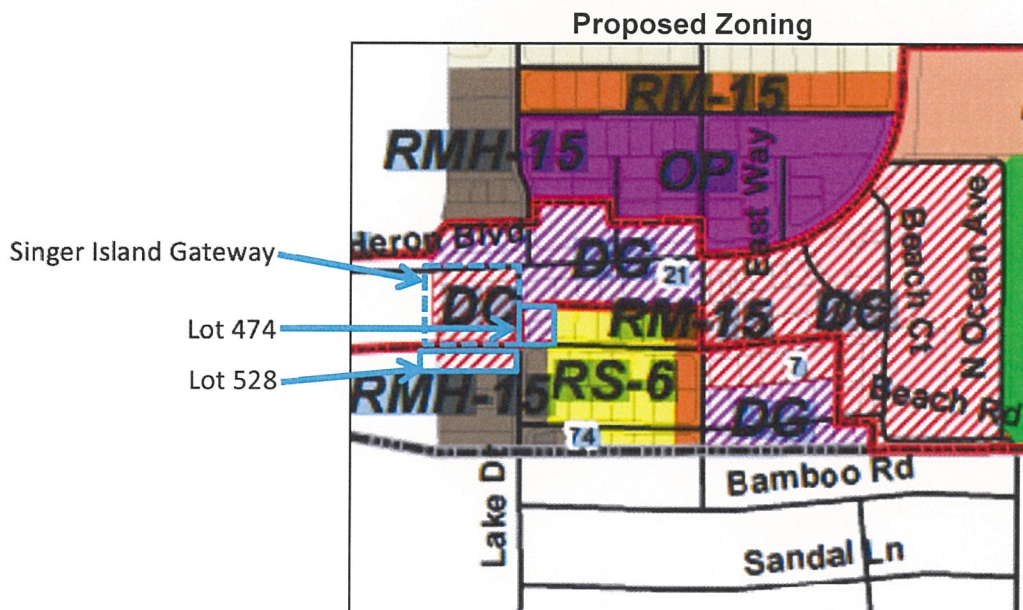
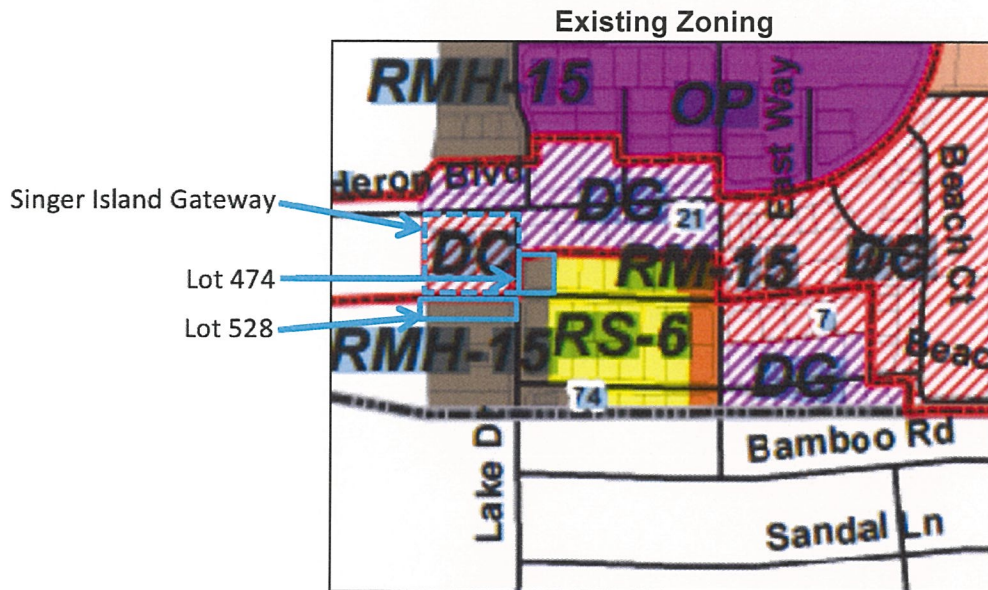
The surrounding zoning districts are DG on the adjoining property to the north, RS-6 to the east, RMH-15 to the south and DC to the west, across Lake Drive. In order to maintain harmonious transitions to the single-family area to the east, the proposed zoning district is DG.

Currently Lot 528 has a zoning designation of RMH-15, which allows single-family, multi-family, hotels, motels, and restaurants and shops that area accessory to lodging uses. Property development standards permit three stories or 35 feet.







The surrounding districts are DC on the adjoining property to the north, which allows a wide range of uses and utilizes form-based regulations to shape buildings, including minimum and maximum setbacks, minimum frontage percentages, and civic open space requirements. The adjoining property to the south is RMH-15. To the east, across Lake Drive, the site faces property zoned RMH-15, which then transitions to single-family zoning. The requested zoning is

Singer Island Gateway  
Land Use Change/Rezoning Application

DC, the same as the adjoining property to the north. The proposed zoning will not directly impact properties with single-family zoning.







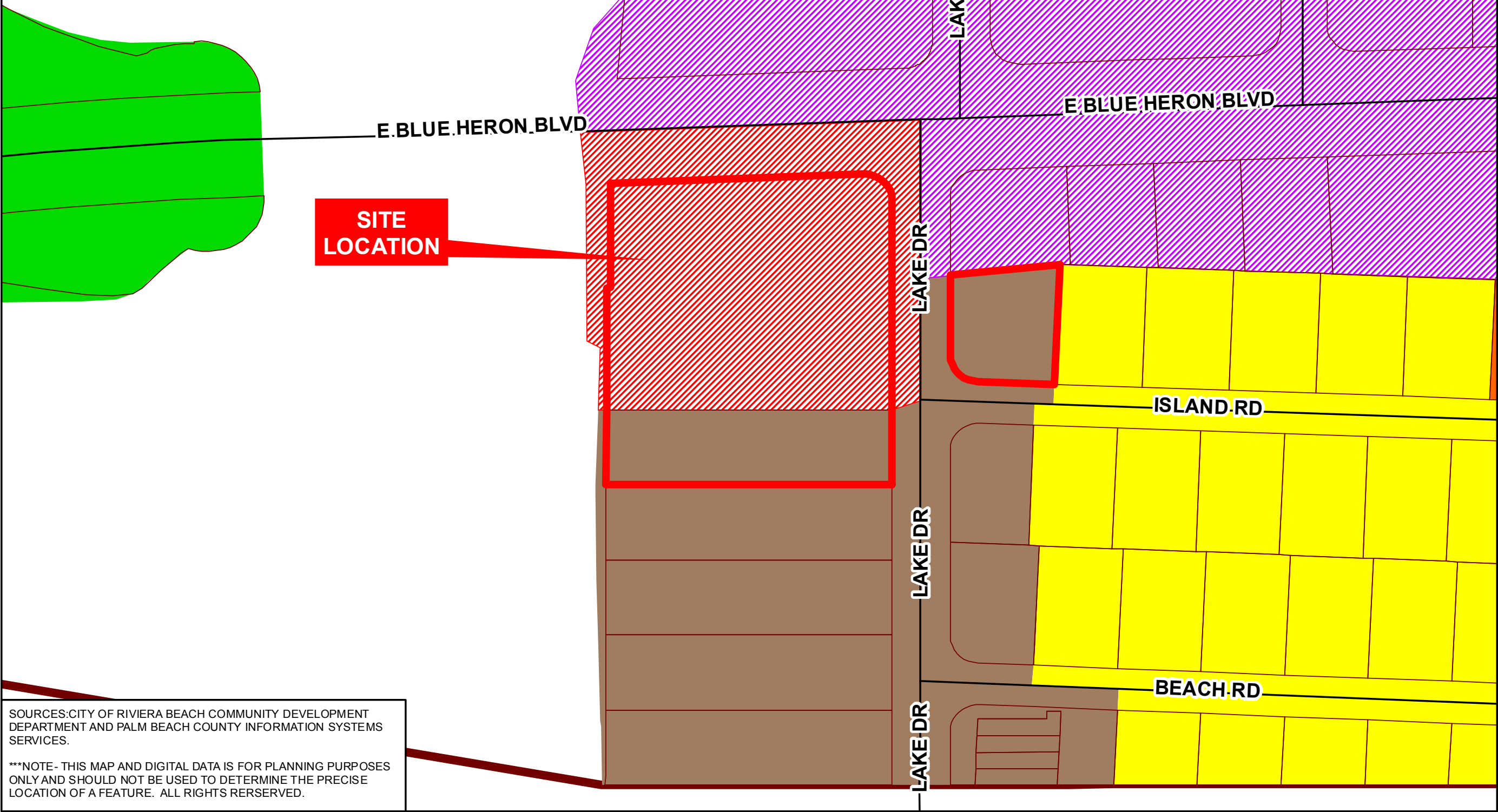
**ZONING**

-  DOWNTOWN GENERAL
-  DOWNTOWN CORE
-  RS-6: SINGLE FAMILY DWELLING DISTRICT
-  RMH-15: MULTIPLE FAMILY / HOTEL DISTRICT
-  OP: OFFICE PROFESSIONAL DISTRICT
-  CF: COMMUNITY FACILITY DISTRICT


**CITY OF RIVIERA BEACH  
SINGER ISLAND GATEWAY, LLC  
RZ-16-03  
EXISTING ZONING MAP**

**LEGEND**

-  STREETS
-  CITY PARCELS
-  PROPERTY BOUNDARY ±1.86 ACRES
-  MUNICIPALITIES



N



0 50 100  
FEET

1 INCH = 100 FEET

CITY OF RIVIERA BEACH  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
600 W. BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404  
(561) 845-4060  
WWW.RIVIERABCH.COM









SOURCES: CITY OF RIVIERA BEACH COMMUNITY DEVELOPMENT  
DEPARTMENT AND PALM BEACH COUNTY INFORMATION SYSTEMS  
SERVICES.

\*\*\*NOTE- THIS MAP AND DIGITAL DATA IS FOR PLANNING PURPOSES  
ONLY AND SHOULD NOT BE USED TO DETERMINE THE PRECISE  
LOCATION OF A FEATURE. ALL RIGHTS RERSERVED.







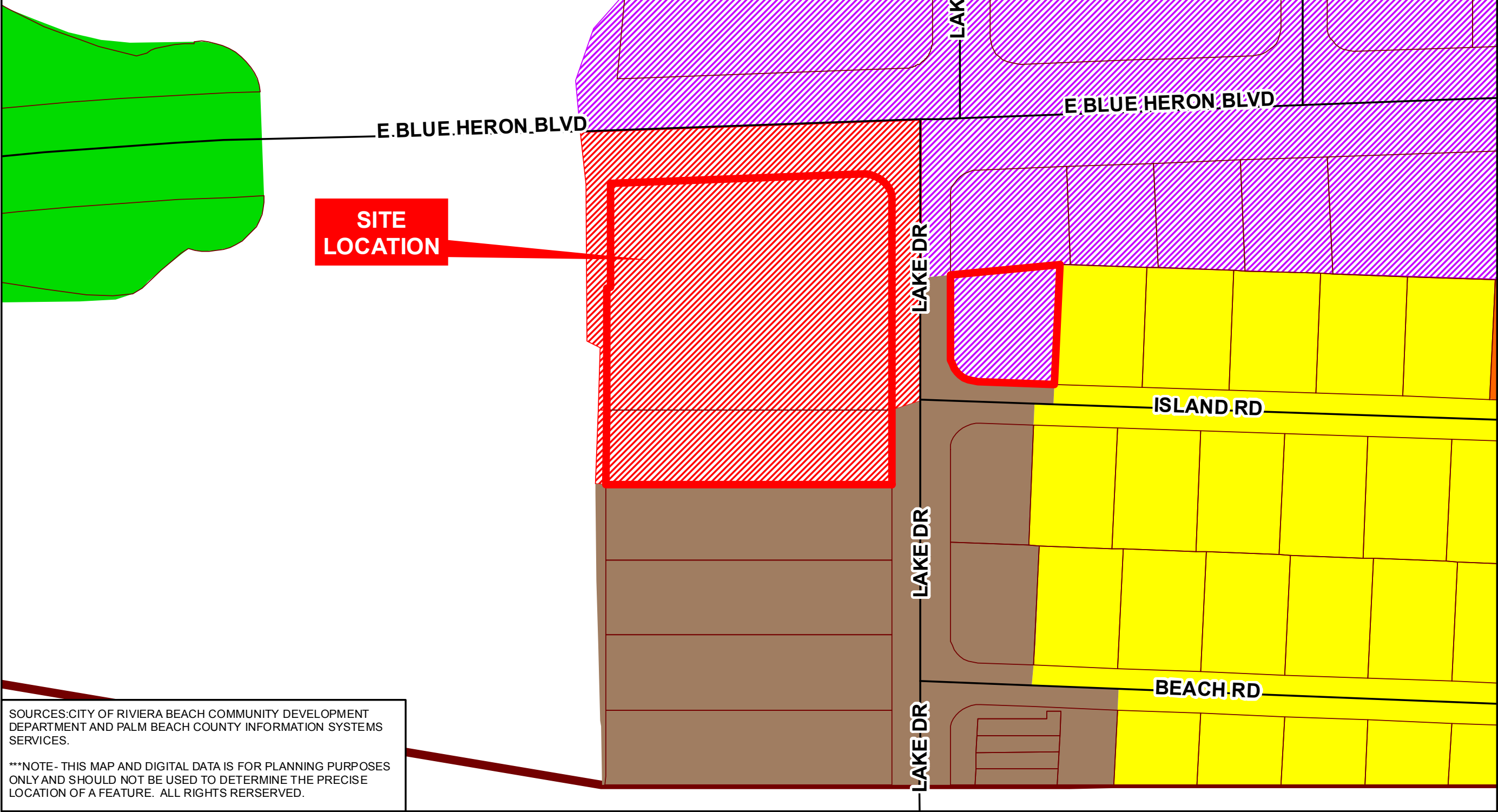
**ZONING**

-  DOWNTOWN GENERAL
-  DOWNTOWN CORE
-  RS-6: SINGLE FAMILY DWELLING DISTRICT
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-  OP: OFFICE PROFESSIONAL DISTRICT
-  CF: COMMUNITY FACILITY DISTRICT

**CITY OF RIVIERA BEACH  
SINGER ISLAND GATEWAY, LLC  
RZ-16-03  
PROPOSED ZONING MAP**

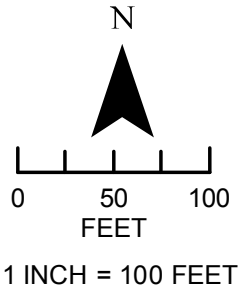
**LEGEND**

-  STREETS
-  CITY PARCELS
-  PROPERTY BOUNDARY ±1.86 ACRES
-  MUNICIPALITIES



SOURCES: CITY OF RIVIERA BEACH COMMUNITY DEVELOPMENT DEPARTMENT AND PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES.

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CITY OF RIVIERA BEACH  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
600 W. BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404  
(561) 845-4060  
WWW.RIVIERABCH.COM





# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Account: G790  
Name: CITY OF RIVIERA BEACH  
Address: 10682 PO DRAWER  
RIVIERA BEACH FL 33419-0682

Phone: 561-845-4000  
E-mail: ap@rivierabch.com

Order Name: Public hearing Notice  
Order Id: 704089  
Original Order Id:  
Copy Line: PUBLIC HEARING NOTICECITY OF RIVIERA BEA  
Sales Rep: PB116 R Hindmarch (P)  
Purchase Order:  
Pay Type: Billed  
Account Group:  
Caller: DEANDRAE SPRADLEY

Section: 6205 Legal Notices  
Reply Request:  
Tear Sheets: 0

### Order Summary

Base:	\$268.32
Other Charges:	\$0.00
Discounts:	\$0.00
Agency Commission:	\$0.00
Sales Tax:	\$0.00
Total Order	\$268.32

### Payment Summary

*No payment information available.*

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Ad Name: 1381896A

Ad Id: 1381896

Original Ad Id:

Start: 02/04/2017  
Stop: 02/04/2017  
Issues: 1  
Words: 365  
Dimensions: 1 X 78  
Color:

### **Editions**

PB Post  
PB Post Web

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

### PUBLIC HEARING NOTICE CITY OF RIVIERA BEACH, FLORIDA

The City Council will conduct a public hearing on Wednesday, February 15, 2017 at 6:00 p.m. or soon thereafter, and from time to time thereafter as necessary, in the Council Chambers at the Municipal Complex, 600 West Blue Heron Blvd., Riviera Beach, FL, to review the following ordinances:

1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY (MF-20) TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE (LOT 474 AND LOT 528), TOTALING 0.86 ACRES OF LAND, TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY; AND PROVIDING AN EFFECTIVE DATE.

Background material is available for review in its entirety in the Community Development Department between the hours of 8:30 AM and 5:00 PM, Monday through Friday, except holidays.

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Board or Council with respect to any matter considered at the meetings, 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Legislative Aide at 561-845-4095 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.

PUB: The Palm Beach Post  
2-4/ 2017 #704089

# The Palm Beach Post

Palm Beach Daily News



## RECEIPT

Ad shown is not actual print size.

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

**Meeting Date:** 2/15/2017

**Agenda Category:** REGULAR

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**Subject:** AUTHORIZING A SECURITY GUARD SERVICES CONTRACT WITH GIDDENS SECURITY CORPORATION.

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**Recommendation/Motion:** **RECOMMENDATION/MOTION:** STAFF RECOMMENDS THAT CITY COUNCIL AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT TO GIDDENS SECURITY CORPORATION, 528 S. EDGEWOOD AVE., JACKSONVILLE, FLORIDA TO PROVIDE SECURITY GUARD SERVICES FOR THE CITY MUNICIPAL COMPLEX AND SPECIAL EVENTS AT AN ANNUAL BASE COST OF \$112,000 THROUGH AUGUST 31, 2017 WITH A RENEWAL OPTION FOR ONE (1) ADDITIONAL TWENTY FOUR (24) MONTH PERIOD, COMMENCING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2019.

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<b>Originating Dept</b>	PURCHASING	<b>Costs</b>	\$299,000.00 (\$112,000.00 Annually)
<b>User Dept.</b>	CITY HALL, LIBRARY, & SPECIAL EVENTS	<b>Funding Source</b>	
<b>Advertised</b>	Yes	<b>Budget Account Number</b>	City Hall: 001-0203-519-0-3106 Library: 001-0336-571-0-3400
<b>Date</b>	February 15, 2015		
<b>Paper</b>	Palm Beach Post		
<b>Affected Parties</b>	Notified		

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**Background/Summary:**

The City of Riviera Beach advertised RFP 476-14 Security Guard Services on February 15, 2015 and on the City's webpage on February 17, 2015 to solicit qualified proposers to provide security guard services for the City of Riviera Beach.

Thirteen (13) proposals were received and evaluated on **May 14, 2015**, the evaluation committee consisting of two Police Captains, Assistant Police Chief, Marina Director, Billing & Collections Manager, Interim Purchasing Manager and Buyers, convened to review and discuss the responses to the RFP for Security Guard Services.

In accordance with the RFP's evaluation process, the three (3) top ranked firms (A & Associates, Best Protective Services and Giddens Security Corporation) were "Shortlisted" and invited for oral presentations. On **June 24, 2015**, the three responsive firms were invited to give oral presentations before the committee to discuss their approach and ability to meet or exceed the service requirements of the City, their business operation, their fees and qualifications of those persons assigned to work with or Consult with the City on this project.

As a result of the written and oral interview, an overall score was calculated based on the sum of both evaluations. The results were:

FIRM	PHASE I SCORE	PHASE II SCORE	OVERALL SCORE	RANK
A & Associates	128.00	58.25	186.25	1
Giddens Security Corporation	119.40	56.25	175.65	2
Best Protective Services	126.40	25.50	151.90	3

The number one ranked firm A & Associates, was approved for award on Resolution 103-15. However, on January 3rd, 2017 A & Associates submitted a resignation letter, dated January 3<sup>rd</sup>, 2017, and effective January 3rd, 2017, no longer provided Armed Security Guards as required by the contract. Therefore, the number two ranked firm, Giddens Security Corporation was contacted to provide Armed Security Guards for City Hall and the Library on an emergency basis.

**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 January 04, 2017

Contract End Date August 31, 2017

Renewal Start Date September 01, 2017

Renewal End Date August 31, 2019

Number of 12 month terms this renewal 24 months

Dollar Amount \$299,000.00

Contractor Company Name **GIDDENS SECURITY CORPORATION**

Contractor Contact **ADAM GIDDENS**

Contractor Address **528 S. EDGEWOOD AVE., JACKSONVILLE, FLORIDA 32205**

Contractor Phone Number Main: 904-384-8071

Contractor Email agiddens@giddenssecurity.com

Type of Contract Professional services

Describe

ATTACHMENTS:

**File Name**

File Name	Description	Upload Date	Type
Giddens_Security_Corp._Resolution_12517.pdf	Resolution	1/25/2017	Cover Memo
Giddens_Security_Corporation_Contract_CM-867-17-1_Signed_by_Giddens.pdf	Giddens Contract CM-867-17-1 for Armed & Unarmed Security Service Signed by Giddens	1/27/2017	Cover Memo
Giddens_Contract_CM-867-17-1_Exhibit_A.pdf	Giddens Contract CM-867-17-1 Exhibit A	1/27/2017	Cover Memo
EXHIBIT_B.pdf	Giddens Contract CM-867-17-1 Exhibit B	1/27/2017	Cover Memo
Giddens_Contract_CM-867-17-1_Exhibit_C.pdf	Giddens Contract CM-867-17-1 Exhibit C	1/27/2017	Cover Memo
Re_Confirmation_of_Telephone_Award_to_Giddens_Security_Corp._for_long_term_contract_With_City_of_Riviera_Beach_Starting_10417..txt	Email Confirmation of Telephone Award to Giddens Security	1/27/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Mealy, Dean	Approved	1/24/2017 - 6:22 PM
Purchasing	Mealy, Dean	Approved	1/24/2017 - 6:22 PM
Finance	sherman, randy	Approved	1/26/2017 - 12:18 PM
Attorney	Lina Busby, Lina	Rejected	1/26/2017 - 4:00 PM
Purchasing	Mealy, Dean	Approved	1/26/2017 - 4:15 PM
Purchasing	Mealy, Dean	Approved	1/26/2017 - 4:16 PM
Finance	sherman, randy	Rejected	1/27/2017 - 8:36 AM
Purchasing	Daley, Pamela	Rejected	1/27/2017 - 3:19 PM
Purchasing	Wood, Randy	Approved	1/27/2017 - 3:55 PM
Purchasing	Mealy, Dean	Approved	1/27/2017 - 3:58 PM
Purchasing	Mealy, Dean	Approved	1/27/2017 - 3:59 PM
Finance	sherman, randy	Approved	2/6/2017 - 9:28 AM
Attorney	Lina Busby, Lina	Approved	2/8/2017 - 5:01 PM
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 6:00 PM
City Manager	Jones, Danny	Approved	2/8/2017 - 6:57 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR RFP NO. 476-14 TO GIDDENS SECURITY CORPORATION, 528 S. EDGEWOOD AVE., JACKSONVILLE, FLORIDA TO PROVIDE ARMED AND UNARMED SECURITY GUARD SERVICES FOR THE CITY MUNICIPAL COMPLEX AND SPECIAL EVENTS AT AN ANNUAL BASE COST OF \$112,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH A COMMENCEMENT DATE OF JANUARY 4, 2017 THROUGH AUGUST 31, 2017 WITH A RENEWAL OPTION FOR ONE (1) ADDITIONAL TWENTY FOUR (24) MONTH PERIOD, COMMENCING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2019 TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.**

.

**WHEREAS**, in accordance with the provisions of the City' of Riviera Beach Procurement Code Chapter 16.5 (Municode), a request for proposals were publicly solicited through RFP 476-14 to provide security guard services for City Hall and the Municipal Marina; and

**WHEREAS**, City departments have budgeted funds for security guard services; and

**WHEREAS**, the number one ranked firm A & Associates, approved for award on Resolution 103-15 on August 5th, 2015 submitted a resignation letter, dated January 3<sup>rd</sup>, 2017, and effective January 3<sup>rd</sup>, 2017, no longer provided Armed Security Guards as required by the contract; and

**WHEREAS**, thirteen proposals were submitted and the evaluation process has validated that the proposal submitted by the number two ranked firm, Giddens Security Corporation, satisfies the requirements established in the solicitation; and

**WHEREAS**, staff recommends that City Council authorize the Mayor and City Clerk to execute a contract for Security Guards services with Giddens Security Corporation of Jacksonville, Florida to replace A & Associates, Inc. of West Palm Beach, Florida for the remainder of the initial term period of two (2) years with an option of one (1) additional twenty four month renewal period;

RESOLUTION NO. \_\_\_\_\_

PAGE 2

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

**SECTION 1.** The City Council awards the contract for security guard services to Giddens Security Corporation of Jacksonville, Florida, for an initial term through August 31, 2017 with one (1) additional twenty four month renewal period for an amount not to exceed \$299,000 for fiscal years 2017 – 2019.

**SECTION 2.** That the Mayor and City Clerk are authorized to execute the contract.

**SECTION 3.** This Resolution shall take effect upon its passage and approval by the 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 L. MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

REVIEWED BY PURCHASING

SECONDED BY: \_\_\_\_\_

-----  
DEAN MEALY  
PURCHASING DIRECTOR

L. HUBBARD \_\_\_\_\_

DATE: \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

T. DAVIS JOHNSON \_\_\_\_\_

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

DATE: \_\_\_\_\_

## CONTRACT FOR ARMED AND UNARMED SECURITY GUARD SERVICES

This Contract is made as of the 4<sup>th</sup> day of January, 2017, by and between the City of Riviera Beach, Palm Beach County, Florida a Municipal Corporation existing under the laws of the state of Florida, by and through its City Council, hereinafter referred to as the CITY, and Giddens Security Corporation, **528 S. Edgewood Ave., Jacksonville, FL 32205**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **59-2205829**.

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

### ARTICLE 1 - SERVICES

- A. The CONTRACTOR'S responsibility under this Contract is to provide for Municipal Complex, located at 600 W. Blue Heron Boulevard, Riviera Beach, Florida, two (2) armed security guards for City Hall and one (1) armed security guard for Library, as more specifically set forth in the Request for Proposals to wit, RFP No. 476-14, detailed in Exhibit "A", attached hereto and made part hereof and contractor's response to the RFP, attached as Exhibit "B" and Fee Proposal Exhibit "C".
- B. All guards must meet the minimum qualifications as set forth in Exhibit "A." CONTRACTOR shall render all services in a diligent, careful, thorough and professional manner consistent with sound business practices and consistent with security standards, subject to policies and guidelines established in Exhibit "A" or which from time to time hereafter may be established by the CITY. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- C. The CITY shall have the right to determine acceptable performance standards of CONTRACTOR's personnel staffing. Any employee deemed by the CITY as unfit to perform the services shall be promptly removed, without delay, from the assignment by the CONTRACTOR upon notice by the CITY and replaced with personnel acceptable to the CITY in its sole discretion.
- D. The CITY's representative/liaison during the performance of this Contract shall be Randy Wood, Contract Administrator, telephone number (561) 845-3480, email [rwood@rivierabch.com](mailto:rwood@rivierabch.com).

### ARTICLE 2 — TERM OF CONTRACT

The term of this Contract shall be for a period of January 04, 2017 through August 31, 2017 with a renewal option for one (1) additional consecutive twenty four (24) month period. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the

CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. Generally — In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the hourly rate of Seventeen Dollars and Twenty Three Cents (\$17.23) per security guard, for each hour of service by the armed security guards and Sixteen Dollars and Sixty One Cents (\$16.61) for each hour of service by an unarmed guard (the "Contract Rate"), Fee Proposal, as set forth in Exhibits "C ". The total and cumulative amount of this Contract shall not exceed \$299,000 or the amount of funds annually budgeted (approximately \$112,000/year) for these services. The CITY shall not reimburse the CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the City Manager or the CITY'S designated representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. 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 have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

### **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 noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONTRACTOR upon sixty (60) 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 that the CITY fails to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon sixty (60) days 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.

## **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. The CONTRACTOR shall comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. 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, 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 must be granted by the CITY's representative before said changes or substitution can become effective; such approval shall not unreasonably withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standard of care in the field for which CONTRACTOR is providing services to the CITY.

The CONTRACTOR agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the 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 the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, 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. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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 of the new subcontractor by the CITY. The CONTRACTOR shall be responsible for the performance of all subcontractors.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill 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 9 - 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 10 - INSURANCE**

- A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the 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 life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$3,000,000.00 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 damage, 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 Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 11 - INDEMNIFICATION**

To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, 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.

The 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 provision 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 12 - 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. Except as above, 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 13 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

#### **ARTICLE 14 - 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 15 - 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 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any 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 16 - DELAYS AND EXTENSION OF TIME**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the 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 failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 17 - 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 18 - 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.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

#### **ARTICLE 19 - PUBLIC RECORDS**

The CONTRACTOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and/or 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, services and/or activities 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, agents, or servants 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 section 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 attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The 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. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

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

#### **ARTICLE 26 - SEVERABILITY**

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

#### **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. 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 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 effect 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 the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the 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 COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

#### **ARTICLE 29 - NOTICE**

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

CITY OF RIVIERA BEACH, OFFICE OF THE CITY MANAGER  
DANNY JONES, INTERIM CITY MANAGER  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FLORIDA 33404  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

and if sent to the CONTRACTOR shall be mailed to:

GIDDENS SECURITY CORPORATION  
C/O MR. ADAM GIDDENS, CFO  
528 S. EDGEWOOD AVE.  
JACKSONVILLE, FLORIDA 32205  
OFFICE PHONE 904-384-8071  
[agiddens@giddenssecurity.com](mailto:agiddens@giddenssecurity.com)

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

### **ARTICLE 31— PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

### **ARTICLE 32 — TIME**

Time is of the essence in all respects under this Contract.

### **ARTICLE 33 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall

mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 34 - WAIVER**

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

#### **ARTICLE 35 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### **ARTICLE 36 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event 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 37 - 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, Evelyn Looney hereby represents to the CITY that she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 38 - EXHIBITS**

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

#### **ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of this Contract and all exhibits attached hereto. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 40 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

#### **ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS**

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

#### **ARTICLE 42 — SURVIVABILITY**

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

#### **ARTICLE 43 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use 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 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
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

#### **ARTICLE 44 - 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 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **ARTICLE 45 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. 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 46 — AUDITOR GENERAL**

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES ON FOLLOWING PAGE

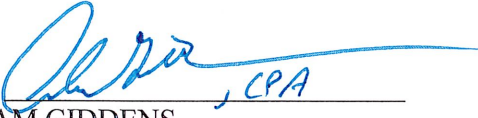
CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, The Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

GIDDENS SECURITY CORP.

BY: \_\_\_\_\_  
THOMAS MASTERS  
MAYOR

BY:  \_\_\_\_\_, CPA  
ADAM GIDDENS  
CHIEF FINANCIAL OFFICER


ATTEST:

BY: \_\_\_\_\_  
CLAUDINE L. ANTHONY, CMC  
DISTRICT CLERK

APPROVED AS TO FORM AND  
AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
CONDITIONS

BY: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

BY:  \_\_\_\_\_  
DEAN MEALY  
PURCHASING DIRECTOR

DATE: \_\_\_\_\_



# EXHIBIT A

# NOTICE

**ADDENDUM NO. FIVE (5)**

**March 18, 2015**

**CITY OF RIVIERA BEACH  
RFP NO 476-14  
SECURITY GUARD SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

**GENERAL CONDITIONS:**

**RESPONSE TO RFI's**

**SPECIFICATION:**

**PLANSHEETS:**

**NOTICE:**

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(561) 845-4180; (561) 842-5105 - fax

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

**DATE:** \_\_\_\_\_

**RFP 476-14**  
**SECURITY GUARD SERVICES**  
**RFI3**

**Gloval Inc.**

Gloval Inc. would like to ask the following questions:

Question #1: Shall the Radios required for the City Hall post be provided by the local police authorities?

Answer: Please reference page 5 of the RFP under the paragraph titled CITY HALL SECURITY GUARDS – "... guards will be provided radios for emergency communication with police dispatch ..."

Question#2: Are body worn cameras necessary for all posts? If so please provide the specifications.

Answer: Please reference page 15 of the RFP, paragraph 6, Equipment/Uniforms which asks the proposer to list the equipment and uniforms that are provided as a matter of standard operating procedure for your Company.

# NOTICE

**ADDENDUM NO. FOUR (4)**

**March 17, 2015**

**CITY OF RIVIERA BEACH  
RFP NO 476-14  
SECURITY GUARD SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

**GENERAL CONDITIONS:**

- I. CHANGE: ADD AS PAGE 24B RIVIERA BEACH PURCHASING DEPARTMENT CONTRACTOR PRE-QUALIFICATION REFERENCE SHEET - NOTE: FORM TO BE RETURNED TO THE PURCHASING DEPARTMENT ON OR BEFORE MARCH 30, 2015. - THIS DOES NOT AFFECT THE CLOSE DATE FOR SUBMITTAL ON MARCH 20, 2015 @ 3:30PM.**

**SPECIFICATION:**

**PLANSHEETS:**

**NOTICE:**

It will be required that Addendum No. 4 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(561) 845-4180; (561) 842-5105 - fax

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

**DATE:** \_\_\_\_\_



**City of Riviera Beach  
Purchasing Department**

2391 Avenue L,  
Riviera Beach, FL 33404  
Phone: (561) 845-4180  
Fax: (561) 842-5105

[www.rivierabch.com](http://www.rivierabch.com)

**City Of Riviera Beach  
City Council**

Thomas A. Master, **Mayor**

**District 1**

Bruce A. Guyton

**District 2**

Judy L. Davis,  
Chair Pro-Tem

**District 3**

Cedrick A. Thomas

**District 4**

Dawn S. Pardo  
Chair Pro-Tem

**District 5**

Terence "TD" Davis

**City Manager**

Ruth C. Jones

*"The Best Waterfront City in  
which to Live, Work, & Play"*

**REFERENCE MEMO**

**TO:** **Company Name:**

Address:

City, State Zip:

Contact:

Email:

**FROM:** Pamela Daley, Interim Purchasing Manager

**SUBJECT:** Contractor Reference: RFP 476-14 Security Guard Services

Your Company was listed as a Reference for a contractor applying for the above mentions solicitation with the City of Riviera Beach. The City requires that all contractors applying for a solicitation submit reference information regarding work they have performed with owners and subcontractors within the last seven years.

We would like to request that you have the appropriate person complete the attached reference sheet on the contractor and return the reference sheet directly to our office via fax or e-mail at your earliest convenience. Please do not send the reference sheet back to the contractor

We ask that you please email or fax the reference sheet to our office no later than March 30, 2015.

Our contact information is as follows:

City of Riviera Beach  
Purchasing Department  
Attention: Pamela Daley, Interim Purchasing Manager  
2391 Avenue "L"  
Riviera Beach, FL 33404  
Phone: 561.845.4180  
Fax: 561.845.4081  
[pdaley@rivierabch.com](mailto:pdaley@rivierabch.com)

Thank you for your assistance.

## Riviera Beach Purchasing Department Contractor Pre-Qualification Reference Sheet

Company Seeking Pre-Qualification

Reference Company:

Date Received

Reference Name and Title

	<u>EXCELLENT</u>	<u>GOOD</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>
1. Quality workmanship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cooperation/Responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Adherence to schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Safety Record	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Keeping job site clean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Technical knowledge of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Management of project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Site organization and planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Adherence to direct purchase procedure (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Draw Requests/completeness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Document/close out processing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Adherence to codes/documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Overall satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

What size was the job it did for you?

What year was the project Completed?

Would you hire the contractor again?

Comments, complaints, ideas, suggestions:

Reference Signature

Date Completed

# NOTICE

**ADDENDUM NO. THREE (3)**

**March 16, 2015**

**CITY OF RIVIERA BEACH  
RFP NO 476-14  
SECURITY GUARD SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

**GENERAL CONDITIONS:**

- I. CHANGE: PROPOSAL DUE DATE AND TIME FROM TUESDAY, MARCH 17, 2015 AT 3:30 PM TO FRIDAY, MARCH 20, 2015 AT 3:30 P.M.**

**SPECIFICATION:**

**PLANSHEETS:**

**NOTICE:**

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2014 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(561) 845-4180; (561) 842-5105 - fax

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

**DATE:** \_\_\_\_\_

# NOTICE

**ADDENDUM NO. TWO (2)**

**March 13, 2015**

**CITY OF RIVIERA BEACH  
RFP NO 476-14  
SECURITY GUARD SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

**GENERAL CONDITIONS:**

**I. RESPONSE TO RFI's**

**SPECIFICATION:**

**PLANSHEETS:**

**NOTICE:**

It will be required that Addendum No. 2 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(561) 845-4180; (561) 842-5105 - fax

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

**DATE:** \_\_\_\_\_



**RFP 476-14  
SECURITY GUARD SERVICES  
RFI2**

**Gloval Inc.**

Gloval Inc. would like to ask the following questions:

Question #1: Is it necessary to submit two (2) originals hard copies or we can provide one (1) original and one (1) copy?

Answer: The City will accept one (1) original proposal and seven (7) digital sets on CDs, DVDs or USBs.

Question #2: What type of weapon shall be provided with the Security Guard for the Marina Post?

Answer: (Marina) Non-deadly force is all that is required. Standard baton or similar.

Question#3: Is the Security cart for the Marina going to be provided by the City or has to be considered in the offer?

Answer: Marina provides carts.

Question #4: Shall we include a guard tour control for the Marina post? If so please provide the specifications.

Answer: (Marina) Yes, a GPS or other system suitable for tracking security rounds and locations and times.

Question #5: Is there an estimated date of the beginning of this contract?

Answer: The beginning of this contract is estimated to begin on or about June 1, 2015.

Question #6: Please confirm the "required hours" for the Marina Post at page 5, considering this is an error on the weekend shift days.

Answer: Please also see Addendum I attached.

**MUNICIPAL MARINA SECURITY GUARDS:**

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

**Required Hours:**

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

# NOTICE

**ADDENDUM NO. ONE (1)**

**March 9, 2015**

**CITY OF RIVIERA BEACH  
RFP NO. 476-14  
SECURITY GUARD SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

**GENERAL INFORMATION:**

**I. CHANGE: SECTION 1-1 SCOPE OF SERVICES**

**REMOVE:**

**CITY HALL SECURITY GUARDS:**

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

**REPLACE:**

**CITY HALL SECURITY GUARDS:**

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- Monday thru Friday: 7:30 A.M. to 4:30 P.M.
- Second Guard- Monday thru Friday: 9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30 Monday thru Friday
- Lock City Hall at 5:30 p.m. (unless there is a late meeting) Monday thru Friday
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

**REMOVE:**

**MUNICIPAL MARINA SECURITY GUARDS:**

Required Hours:

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

**REPLACE:**

**MUNICIPAL MARINA SECURITY GUARDS:**

Required Hours:

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday thru Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

**SPECIFICATIONS:**

**I. REQUEST FOR INFORMATION (RFI) PLEASE SEE ATTACHED DOCUMENTS.**

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(561) 845-4180; (561) 842-5105 - fax

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

**DATE:** \_\_\_\_\_

**RFP 476-14**  
**SECURITY GUARD SERVICES**  
**RFI1**

**Command Security Corporation**

Command Security Corporation would like to ask the following question:

Question #1

Section I, General Information, 1-2 Proposal Submission and Opening, it is required to submit two (2) original proposals and seven (7) sets on CDs, DVDs or USBs. Can this be modified to one (1) original and seven (7) copies on CDs, DVDs or USBs? Otherwise notarized documents need to be done twice.

**Answer: The City will accept one (1) original proposal and seven (7) digital sets on CDs, DVDs or USBs.**

Question #2

Section I, General Information, Municipal Marina Security Guards (Page 5) states the shifts cover needs for each location. However, during the pre-bidding meeting the hours explained were different and as follow:

Mon-Fri from 12:00am to 08:00am (overnight shift only)

Sat-Sun around-the clock until Monday 08:00am

Can you confirm?

**Answer: Correct the current hours are as stated; however, hours are subject to change depending on operations of the Marina.**

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday thru Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

**A & Associates**

A& Associates would like to ask the following questions:

Question #1

Present vendor(s)?

**Answer: Best Protective Services**

Question #2

Award date(s)?

**Answer: August 28<sup>th</sup>, 2013**

Question #3

Hourly billing rates for each category at the time of award?

**Answer: Please see attached Cost Proposal sheets**

Question #4

Prevailing wage requirement at time of award?

**Answer: There are no Federal Funds associated with this contract.**

**RFP 476-14  
SECURITY GUARD SERVICES  
RFI1 (cont.)**

Question #5

Current billing rates?

Answer: Please see attached Cost Proposal sheets

Question #6

Bid tabulation from current award?

Answer: The current contract was due to an emergency replacement of the previous awarded firm.

Question #7

What is the current budget for the contract?

Answer: Please see attached Cost Proposal sheets

**All Pro Security Services**

All Pro Security Services would like to ask the following questions:

Question #1

How many days of the week are the guards required to be on duty?

Answer: Please see the schedule listed below:

**CITY HALL SECURITY GUARDS:**

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

**MUNICIPAL MARINA SECURITY GUARDS:**

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

**Required Hours:**

- Monday through Thursday -12:00 A.M. to 8:00 A.M



**RFP 476-14  
SECURITY GUARD SERVICES  
RFI1 (cont.**

- Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M. Security Guard personnel shall be required to promptly report to the Riviera Beach Municipal Marina Security Office upon start their respective shifts. At that time, guards will be provided a security cell phone and receive any special instructions required to carry out their daily assignments

Question #2

Is there an area for storage/parking of the cart? Does the cart have to be gas or electric? If electric is there an outlet for charging?

Answer: Yes, we currently use electric carts and there is an area for charging

Question #3

Is there a Guard requirement for Saturday?

Answer: Yes, please refer to your question #1.

Question #4

How many vehicles are required, i.e. motorized off-street carts and licensed motor vehicles?

Answer: None at this point, Marina provides carts.

Question #5

Who currently provides Security Services?

Answer: Best Protective Services

Question #6

What is the level of satisfaction with the current provider?

Answer: The City has no registered complaints on file.

Question #7

What is the current hourly bill rate by position?

Answer: Please see attached Cost Proposal sheets.

**Andy Frain Services**

Andy Frain Services would like to ask the following questions:

Question #1

The referenced RFP has an MBE objective of 15%.

The scope of work is less than 200 hours per week.

The net is 163 hours per week. The end result is to have a vendor take responsibility and the associated risk of an MBE partner for the liability potential, liquidated damages, etc. for virtually no profit.

Is there an exception to the this requirement?

Can a vendor response take exception to the requirement citing the above rationale?

Answer: The MBE and Local Participation are established as goals only.

**RFP 476-14  
SECURITY GUARD SERVICES  
RFI1 (cont.)**

**Delad Security, Inc.**

Delad Security, Inc. would like to ask the following questions:

Question #1

Name of the current security company providing Security Service for the RFP 476-14

Answer: RFP 476-14 is this current solicitation and it has not been awarded. The vendor currently performing Security Services for the City is Best Protective Services.

Question #2

Length of Service of the Security Company as a Vendor with the City of Riviera Beach

Answer: Awarded date, August 28<sup>th</sup>, 2013.

Question #3

Current Billing Rate of the Security Company for the existing Security Guard Service

Answer: Please see attached Cost Proposal sheets.

Question #4

Total number of hours for the security guard service

Answer: Please base your hours on the scheduled listed below, however hours are subject to change.

**CITY HALL SECURITY GUARDS:**

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

**MUNICIPAL MARINA SECURITY GUARDS:**

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

**Required Hours:**

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

**RFP 476-14  
SECURITY GUARD SERVICES  
RFI1 (cont.**

**Securitas Security Services USA, Inc**

Securitas Security Services, Inc. would like to ask the following questions:

Question #1

Can you please confirm the number of weekly hours of coverage required at both the city hall and marina?

Answer: Please base your hours on the scheduled listed below, however hours are subject to change.

**CITY HALL SECURITY GUARDS:**

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

**MUNICIPAL MARINA SECURITY GUARDS:**

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

**Required Hours:**

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

Question #2

Could you please provide the budget or bill rate information for the current contract?

Answer: Please see attached Cost Proposal sheets.

Question #3

Is it the intent of the city to award the contract for both locations to one vendor or is there the possibility that the unarmed work could be awarded to one vendor and the armed work awarded to another?

Answer: It is the intent of the City to award one Security Guard Service Contract.



## Recommended Security Strategy #1 Riviera Beach Municipal Marina

### Security Strategy #1 - one officer only:

This first cost proposal is based on the configuration of **one (1) officer working sixteen (16) hours per day, seven (7) days per week plus one security golf cart:**

16 man hours x 7 shifts = 112 man hours per week

Total of: 112 man hours per week x 52 weeks per year = 5,824 man hours per year/12 months =

485.33 man hours per month \*

1,456 man hours in 3 months

2,912 man hours in 6 months

4,368 man hours in 9 months

5,824 man hours in 12 months

(\*estimated due to number of days in month)

### Armed Services

Cost per week for Armed services:

\$17.00 per hour x 112 hours per week +\$75 Golf Cart = \$1,979.00

Cost per month for Armed services:

\$17.00 per hour x 485.33 hours per month+\$325 Golf Cart = \$8,576.00

Cost per 3 months for Armed services:

\$17.00 per hour x 1,456 hours per 3 months +\$975 Golf Cart = \$25,727.00

Cost per 6 months for Armed services:

\$17.00 per hour x 2,912 hours per 6 months +\$1,950 Golf Cart = \$51,454.00

Cost per 9 months for Armed services:

\$17.00 per hour x 4,368 hours per 9 months +\$2,925 Golf Cart = \$77,181.00

Annual Cost for Armed services:

\$17.00 per hours x 5,824 hours in 12 months +\$3,900 Golf Cart = \$102,908.00

**Recommended Security Strategy #1**  
**Riviera Beach City Hall Site**

**Security Strategy #1 - one officer only:**

This first cost proposal is based on the configuration of one (1) officer working forty (40) hours per week, eight (8) hours per day, Monday through Friday:

8 man hours x 5 shifts = 40 man hours per week

Total of: 40 man hours per week x 52 weeks per year = 2,080 man hours per year / 12 months =

173.33 man hours per month \*

520 man hours in 3 months

1,040 man hours in 6 months

1,560 man hours in 9 months

2,080 man hours in 12 months

(\*estimated due to number of days in month)

**Armed Services**

Cost per week for Armed services:

\$17.00 per hour x 40 hours per week = \$680.00

Cost per month for Armed services:

\$17.00 per hour x 173.33 hours per month = \$2,947.00

Cost per 3 months for Armed services:

\$17.00 per hour x 520 hours per 3 months = \$8,840.00

Cost per 6 months for Armed services:

\$17.00 per hour x 1,040 hours per 6 months = \$17,680.00

Cost per 9 months for Armed services:

\$17.00 per hour x 1,560 hours per 9 months = \$26,520.00

Annual Cost for Armed services:

\$17.00 per hours x 2,080 hours in 12 months = \$35,360.00

## Recommended Security Strategy #2

### Riviera Beach City Hall Site

**Security Strategy #2 – two officers:**

**This strategy Security Strategy is recommended due to the size and scope of the property:**

This second cost proposal is based on the configuration of two (2) officers working forty (40) hours per week, eight (8) hours per day, Monday through Friday:

2 officers x 8 man hours x 5 shifts = 80 man hours per week

Total of: 80 man hours per week x 52 weeks per year = 4,160 man hours per year / 12 months =

346.66 man hours per month \*

1,040 man hours in 3 months

2,080 man hours in 6 months

3,120 man hours in 9 months

4,160 man hours in 12 months

(\*estimated due to number of days in month)

#### Armed Services

Cost per week for Armed services:

\$17.00 per hour x 80 hours per week	=	\$1,360.00
--------------------------------------	---	------------

Cost per month for Armed services:

\$17.00 per hour x 346.66 hours per month	=	\$5,893.00
---	---	------------

Cost per 3 months for Armed services:

\$17.00 per hour x 1,040 hours per 3 months	=	\$17,680.00
---	---	-------------

Cost per 6 months for Armed services:

\$17.00 per hour x 2,080 hours per 6 months	=	\$35,360.00
---	---	-------------

Cost per 9 months for Armed services:

\$17.00 per hour x 3,120 hours per 9 months	=	\$53,040.00
---	---	-------------

Annual Cost for Armed services:

\$17.00 per hours x 4,160 hours in 12 months =	\$70,720.00
--	-------------

## Recommended Security Strategy #2 Riviera Beach Municipal Marina

### Security Strategy #2 - two officers:

This second cost proposal is based on the configuration of **two (2) officers working sixteen (16) hours per day, seven (7) days per week plus one security golf cart:**

2 officers x 16 man hours x 7 shifts = 224 man hours per week

Total of: 224 man hours per week x 52 weeks per year = 11,648 man hours per year/12 months=

970.66 man hours per month \*

2,912 man hours in 3 months

5,842 man hours in 6 months

8,736 man hours in 9 months

11,648 man hours in 12 months

(\*estimated due to number of days in month)

### Armed Services

Cost per week for Armed services:

\$17.00 per hour x 224 hours per week + \$75 Golf Cart = \$3,883.00

Cost per month for Armed services:

\$17.00 per hour x 970.66 hours per month + \$325 Golf Cart = \$16,826.00

Cost per 3 months for Armed services:

\$17.00 per hour x 2,912 hours per 3 months + \$975 Golf Cart = \$50,479.00

Cost per 6 months for Armed services:

\$17.00 per hour x 5,842 hours per 6 months + \$1,950 Golf Cart = \$100,958.00

Cost per 9 months for Armed services:

\$17.00 per hour x 8,736 hours per 9 months + \$2,925 Golf Cart = \$151,437.00

Annual Cost for Armed services:

\$17.00 per hours x 11,648 hours in 12 months + \$3,900 Golf Cart = \$201,916.00

# EXHIBIT B

# EXHIBIT C

## FEE PROPOSAL

**\*\* Please enter the price of services as a Unit per Hour for each Period of Performance in the Table below.**

**Period of Performance March 1, 2015 – December 31, 2016**

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	16.28
002	Security Officer, Armed	Per Hour	16.89

**Period of Performance January 1, 2017 – December 31, 2017**

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	16.61
002	Security Officer, Armed	Per Hour	17.23

**Period of Performance January 1, 2018 -- December 31, 2018**

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	16.94
002	Security Officer, Armed	Per Hour	17.57

*Giddens Security Corporation*

*[Signature]*

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

From: Adam Giddens <agiddens@giddenssecurity.com>  
Sent: Tuesday, January 03, 2017 4:02 PM  
To: Wood, Randy  
Cc: Mealy, Dean; Monroe, Luecinda J.; Jones, Danny; Cobb, Cynthia; Thomas, Gloria  
Subject: Re: Confirmation of Telephone Award to Giddens Security Corp. for  
long term contract With City of Riviera Beach Starting 1/04/17.

Thank you Randy. Since I conversation we are able to confirm in this email that we will start tomorrow with armed officers at the library and city hall. We have made contact with some of the current officers working the sites, and are going to hire them on a probationary status of 90 days. We will have our local manager, Bill Kane, meeting some of them this afternoon to process and hire them. I will have a supervisor, Marco Martin, onsite throughout the day tomorrow to learn the duties and train with the officers. Moreover, as mentioned in our phone conversation, I had a planned flight to West Palm tomorrow and I think I will have time to drive up and visit Riviera City Hall too. If you're around and available I'll stop in to talk. We should be good to go for tomorrow, and will improve with time as we get accustomed to the officers and the specific requirements of your sites. I look forward to working with you and providing great security service to the City of Riviera Beach.

Thank you,

Adam Giddens, CPA  
Chief Financial Officer, Giddens Security Corporation  
528 S. Edgewood Ave.  
Jacksonville, FL 32205  
Main: 904-384-8071  
Toll Free: 1-888-844-4345  
Fax: 904-389-9931

On Tue, Jan 3, 2017 at 2:10 PM, Wood, Randy <Rwood@rivierabch.com> wrote:  
Adam,

Confirming our telephone conversation of today 1/03/17, we would like Giddens Security Corp. to start tomorrow, 1/04/17, either (1) replacing the current Security Guards from A & Associates or (2) shadowing them to get acclimated to their routine pending the departure of the A & Associates Security Guards at The City of Riviera



Beach City Hall & Library. The current Schedules for the two facilities are as follows:

\* Two Armed Security Guards posted at City Hall Lobby in the City Municipal Complex with the following work schedule Monday through Friday, except holidays unless otherwise arranged:

- > One Guard Opens up at 8 A.M. and works until 5 P.M.
- > The second Security Guard arrives at 9 A.M. and closes at 6 P.M.
- > There are also evening City Council Meetings typically on the first and third Wednesdays of the month (plus the third Monday of the Month with the Utility District) and special events.

\* One Armed Security Guard posted at the Library during the following regular operating schedule:

- > Tuesday(September 6) † Wednesday † Thursday - 9am to 8pm
- > Saturday (September 10) 10am to 5pm |
- > Monday (September 12) † Friday(s) 9am to 6pm

During the summer (last year was June 6 † Sept 3, 2016), the Library closed at 5pm Mondays-Fridays, and all day Saturday & Sunday (See attached Library Summer Schedule). The Library resumed its regular schedule shown above on Tuesday, Sept 6, 2016.

The Term of the Agreement will be though August 5th, 2017 , with an option to extend for one additional year. This award is being made to Giddens Security Corp. in accordance with RFP 476-14 an emergency basis as the second highest overall ranked firm on RFP 476-14 for Security Guard Services as A & Associates has notified the City of Riviera Beach in writing that service is being discontinued.

Randy Wood

Contract Administrator  
2051 MLK Blvd, Suite 310 | Riviera Beach, FL 33404

P. 561.845.3480 | C. 561.303.9871  
rwood@rivierabch.com

Customer Care is my priority. How am I doing? Please contact my Manager, Dean Mealy@dmealy@rivierabch.com with feedback.

From: Adam Giddens [mailto:agiddens@giddenssecurity.com]  
Sent: Thursday, December 29, 2016 4:51 PM  
To: Wood, Randy <Rwood@Rivierabch.com>  
Cc: Mealy, Dean <dmealy@Rivierabch.com>  
Subject: Re: Reconfirmation of interest of Giddens Security Corp. in a possible long term contract - Fee  
Proposal - Timeline needed to provide Security Guard Services

Randy,

Thank you for talking with me today. We do confirm interest for a possible contract on a long term basis. Please find attached the fee proposal form showing the rates quoted in our original proposal. We can provide the services at the quoted rates on the form if awarded. The standard timeline to provide security services upon receipt of a contract is 30 days. If possible, we would ask for that. However, if circumstances did not allow, we would probably be able to meet a goal of 14 days start up. The hourly rates beginning January 1, 2017 would be unarmed \$16.61 and armed \$17.23.

In considering the short term service of 30 days. My team and I discussed and I don't think we would be interested in doing that due to the cost/benefit. The start up expenses, training, supervision expense, hiring, etc would not be covered by the revenue received from just the short term contract. I apologize for this, and hope it does not hinder any chance of the long term possibility. If you have any other questions or would like to discuss further please let me know.

Thank you,

Adam Giddens, CPA  
Chief Financial Officer, Giddens Security Corporation  
528 S. Edgewood Ave.  
Jacksonville, FL 32205  
Main: 904-384-8071

Toll Free: 1-888-844-4345  
Fax: 904-389-9931

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

**Meeting Date:** 2/15/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** A resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, awarding bid No. 616-16 to All-Site Construction, Inc. of Riviera Beach, Florida for the construction of sidewalks and pavement markings at various locations throughout the Riviera Beach Heights community in an amount not to exceed \$782,139.98; authorizing the Mayor and City Clerk to execute the contract; authorizing the City Manager to approve change orders up to ten percent (10%); authorizing the Director of Finance and Administrative Services to make payment for same from account numbers 311-1127-541-0-6351 and 301-0716-541-0-6354 and providing an effective date.

---

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

---

<b>Originating Dept</b>	Public Works	<b>Costs</b>	\$782,139.98
<b>User Dept.</b>	Public Works	<b>Funding Source</b>	Account No. 311-1127-541-0-6351/301-0716-541-0-6356 Proposal Amount \$612,140 (311-1127-541-0-6351) \$170,000 (301-0716-541-0-6354) TOTAL \$782,140 Contingency (10%) \$ 78,214 Account No. 311-1127-541-0-6351 Approved Amount \$860,354
<b>Advertised</b>	Yes	<b>Budget Account Number</b>	<b>Fund <u>311</u>      Dept/Division <u>1127</u>      Org. <u>541</u>      Object <u>0</u></b> <b>Reporting Category: <u>6351</u></b>
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

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**Background/Summary:**

In 2014, the Riviera Beach Community Redevelopment agency began construction of sidewalks in the Riviera Beach Heights community from West 6<sup>th</sup> street to West 10<sup>th</sup> street. The proposed project which includes installing sidewalks in Riviera Beach Heights from West 1<sup>st</sup> through West 5<sup>th</sup> Street will complete the Riviera Beach Heights community. The project includes sidewalks, pavement markings, and installation or replacement of stop signs where necessary.

The project was advertised for bids on April 18, 2016. Four bidders submitted bids ranging from \$777,170 to \$1,009,688. The lowest bid was submitted by Engecon Construction, but in accordance with Ordinance 4010 Section 10-102 a 5% downward adjustment is applied to local Riviera Beach businesses making the awardee All-Site Construction of Riviera Beach in the amount of \$782,139.98. The Purchasing

Department reviewed the bids and recommends approval of bid to the awardee as the responsive and responsible bidder, All-Site Construction in the amount of \$782,139.98.

Based on the bid results, staff requests City Council approval the contract with All-Site Construction, Inc. to provide construction services for the installation of sidewalks and pavement markings in the Riviera Beach Heights Community.

<b>Fiscal Years</b>	2016	2017	2018	2019	2020
<b>Capital Expenditures</b>	\$782,140				
<b>Operating Costs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>External Revenues</b>					
<b>Program Income (city)</b>	NA				
<b>In-kind Match (city)</b>	NA				
<b>Net Fiscal Impact</b>	\$782,140				
<b>NO. Additional FTE Positions (cumulative)</b>	N/A				

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date	08/15/16
Contract End Date	02/15/17
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	
Dollar Amount	
Contractor Company Name	All-Site Construction, Inc
Contractor Contact	Ezra Saffold, President
Contractor Address	101 East Blue Heron Blvd. Riviera Beach, FL 33404
Contractor Phone Number	848-1110
Contractor Email	
Type of Contract	Construction
Describe	

ATTACHMENTS:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RES._AWARD_CONTRACT_ALL-SITE_CONSTRUCTION.bj.02152017.doc	Resolution All-Site Construction.	2/8/2017	Cover Memo
Recommendation_Letter_RB_Heights_W_1st_-_5th_St_Sidewalk_Improvements.pdf	Purchasing Recommendation	7/20/2016	Backup Material
AllSite_Contract_RB_Heights_Sidewalks.pdf	All-Site Construction Contract	7/20/2016	Agreement
Riviera_Beach_Heights_Sidewalk_Bid_Matrix.pdf	Bid Matrix	7/25/2016	Backup Material
Cover_letter- _Usage_of_approved_apprentice_program_7-2016_rev_.pdf	Apprenticeship Letter	7/20/2016	Other

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Public Works	Johnson, Brynt	Approved	7/22/2016 - 1:25 PM
Purchasing	Mealy, Dean	Approved	7/25/2016 - 12:29 PM
Finance	sherman, randy	Approved	7/25/2016 - 5:13 PM
Attorney	James, Sheila	Approved	7/25/2016 - 5:16 PM
City Clerk	Robinson, Claudene	Approved	7/26/2016 - 4:50 PM
City Manager	Jones, Ruth	Approved	7/26/2016 - 4:53 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDBING BID NO. 616-16 TO ALL-SITE CONSTRUCTION, INC., OF RIVIERA BEACH, FLORIDA FOR THE CONSTRUCTION OF SIDEWALKS AND PAVEMENT MARKINGS AT VARIOUS LOCATIONS THROUGHOUT THE RIVIERA BEACH HEIGHTS NEIGHBORHOOD IN AN AMOUNT NOT TO EXCEED \$782,139.98; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 311-1127-541-0-6351 AND 301-0716-541-0-6354 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved on September 3, 2014 issuance of municipal construction bonds under Resolution 89-14 in the amount of \$12,000,000 for roadway reconstruction along various streets throughout the City; and

**WHEREAS**, the City issued Bid number 616-16 for the construction of sidewalks and pavement markings within the Riviera Beach Heights community; and

**WHEREAS**, Ordinance 4010 Section 10-102 provides for a 5% downward adjustment for local bidder's response for the purposes of evaluating and ranking of bidders solely for the purpose of determining bid/contract award; and

**WHEREAS**, All-Site Construction of Riviera Beach is the winning bidder in the amount of \$782,139.98 after the 5% downward adjustment for local preference in accordance with Ordinance 4010 Section 10-102; and

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

**SECTION 1.** The City Council hereby accepts the bid and awards All-Site Construction, Inc., of Riviera Beach, Florida, the awarded responsive and responsible bidder in accordance with Ordinance 4010 Section 10-102, in the amount \$782,139.98 for the construction of sidewalks and pavement striping at various locations throughout the Riviera Beach Heights community.

**SECTION 2.** The Director of Finance and Administrative Services is authorized to make payment for same from Account Numbers 311-1127-541-0-6351 AND 301-0716-541-0-6354.

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE: 2**

**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

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

**SECTION 6.** That the Resolution takes 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  
CITY ATTORNEY

**DATE:** \_\_\_\_\_



# CITY OF RIVIERA BEACH

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

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

PURCHASING DEPARTMENT

To: BRYNT JOHNSON, PUBLIC WORKS DIRECTOR

Through: RICKEY LITTLE, BUYER

From: DEAN MEALY, PURCHASING MANAGER

Date: JUNE 8, 2016

Subject: **RECOMMENDATION: ITB 616-16 Riviera Beach Heights West 1<sup>st</sup> – 5<sup>th</sup> Street Sidewalk Improvements**

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On April 18, 2016 an Invitation to Bid (ITB) was posted on the City's website for Riviera Beach Heights West 1<sup>st</sup> – 5<sup>th</sup> Street Sidewalk Improvements.

All-Site Construction Inc. provided a bid in the amount of \$782,139.98 and is the winning bidder after applying the 5% local vendor preference rule per Ordinance 4010 Section 10-102 out of four (4) bidders. Ordinance No. 4010 Section 10-102 Lowest Responsible Bidder was used to determine the lowest bidder. Section 10-102 provides for a 5% downward adjustment of local bidder's bid for the purposes of evaluating and ranking of bidders solely for the purpose of determining bid/contract award. The Public Works Director will be provided a copy of the bid response which is included as an attachment to this recommendation letter.

Accordingly, the Purchasing Department recommends that All-Site Construction Inc. be awarded the contract for Riviera Beach Heights West 1<sup>st</sup> – 5<sup>th</sup> Street Sidewalk Improvements.

CC:

Brynt Johnson, Public Works Director  
Purchasing File

## **CITY OF RIVIERA BEACH CONTRACT FOR CONSTRUCTION**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 **ALL-SITE CONSTRUCTION, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **65-1140059**.

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

### **ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide construction services in the area of **Riviera Beach Heights Sidewalks**, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be **Terrence N. Bailey, PE**, telephone no. 561-845-3472, email address Tbailey@rivierabch.com.

### **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 **one hundred eighty (180)** 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 **five hundred dollars (\$500.00)** 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 **Seven Hundred Eighty Five Thousand One Hundred Thirty Nine Dollars and Ninety Eight Cents (\$785,139.98)**. 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 20<sup>th</sup> 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 (if applicable).

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 \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

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

## **ARTICLE 12 - INDEMNIFICATION**

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

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct



or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

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

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

### **ARTICLE 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 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 OR DESIGNEE AT: 2391 AVENUE L, RIVIERA BEACH, FL, 33404, Tel. (561) 845-3472, [Tbailey@rivierabch.com](mailto:Tbailey@rivierabch.com).**

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

## **ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

## **ARTICLE 24 - ENFORCEMENT COSTS**

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

## **ARTICLE 25 – LICENSES, APPROVALS AND PERMITS**

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

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

## **ARTICLE 26 - SEVERABILITY**

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

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

## **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

## **ARTICLE 29 - NOTICE**

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

**TERRENCE N. BAILEY, PE, CITY ENGINEER  
2391 AVENUE L  
RIVIERA BEACH, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**EZRA SAFFOLD  
101 EAST BLUE HERON BLVD  
RIVIERA BEACH, FL 33404**

## **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 Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer’s instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR’s expense.

### **ARTICLE 33– WARRANTY/GUARANTY**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the Riviera Beach Heights Sidewalks shall be guaranteed by the Manufacturer, if any, for a period of years as specified by the manufacturer under normal manufacturer warranties 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 THE INSTALLATION OF SIDEWALKS IN RIVIERA BEACH HEIGHTS for a period of 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 RENOVATE CITY HALL AND LIBRARY RESTROOMS.

### **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, EZRA SAFFOLD 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 this contract, bid documents and construction design plans. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and design plans. To the extent that there exists a conflict between this Contract and design plans, 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.

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

ALL-SITE CONSTRUCTION, INC.

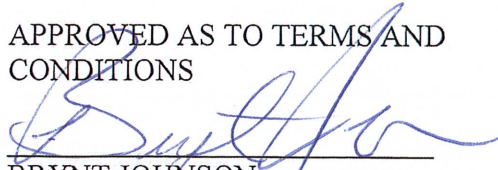
BY: \_\_\_\_\_  
THOMAS A. MASTERS,  
MAYOR

BY: \_\_\_\_\_  
EZRA SAFFOLD,  
PRESIDENT

ATTEST:

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BRYNT JOHNSON  
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

Date: \_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF WORK**

**The project involves all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary for full construction of Riviera Beach Heights Sidewalks in the City of Riviera Beach. The work includes, but is not limited to, the demolition of existing sidewalks, installation of sidewalks, driveways, replace landscaping where necessary, signage and striping and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation at each site. The contractor shall be responsible for restoration of pavement, concrete, and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.**

**The Work Schedule is integral part of Exhibit A, in accordance with Article 2 (C).**

**Reports and other required documentation shall be delivered timely and completed in accordance with Sections 1015, 1310, 1720, 1740 and other, and such submittal requirements are integral part of Exhibit A.**

## EXHIBIT "B"

### SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

Riviera Beach Sidewalk Improvements City of Riviera Beach Palm Beach County, Florida City Project # 616-16						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
Water, Sanitary, Drainage and Roadway Items			Total	Unit	\$	\$
<b>Roadway Items</b>						
1	101-1	Mobilization	1	LS	36000	\$ 36,000.00
2		Permit Fee (Reimbursement)	1	EA	18000	\$ 18,000.00
3	102-1	Maintenance of Traffic	1	LS	7200	\$ 7,200.00
4	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	3600	\$ 3,600.00
5	110-1-1	Clearing and Grubbing	1	LS	24000	\$ 24,000.00
6	110-7-1	Relocation of Mailboxes	47	EA	210	\$ 9,870.00
7	160-4	Furnish and Install 4" Thick Concrete Sidewalk	4320	SY	31.2	\$ 134,784.00
8	230-1-4	Furnish and Install 6" Thick Concrete Sidewalk/Driveway	2465	SY	36	\$ 88,740.00
9	230-1-8	Furnish and Install ADA Ramp	48	EA	840	\$ 40,320.00
10	327-70-1	Furnish and Install Type F Drop Curb w/Transitions	5001	LF	19.2	\$ 96,019.20
11	334-1-12	Excavate and Dispose Earthwork at Proposed Sidewalk	4320	SY	8.4	\$ 36,288.00
12	337-7-30	Compacted Subgrade	7895	SY	3.6	\$ 28,422.00
13	334-1-12	Pressure Clean Existing Concrete	2165	SY	5.4	\$ 11,691.00
14	425-1-201	Slope Earthwork to Tie In With Existing Property at Back of Installed Sidewalk	2480	SY	5.4	\$ 13,392.00
15	430-175-11	Furnish and Install St. Augustine SOD	3025	SY	4.32	\$ 13,068.00
16	430-175-11	Remove and Dispose of Existing Concrete Sidewalk/Driveway	2465	SY	9.6	\$ 23,664.00
17	443-70-8	Relocate Trees & Palms	4	EA	600	\$ 2,400.00
18	520-1-10	Remove Landscape Features (Bushes)	16	LOT	240	\$ 3,840.00
19	520-3	Remove/Adjust Fence, Walls	10	LOT	540	\$ 5,400.00
20	522-1	Remove and Reinstall Step	2	EA	1200	\$ 2,400.00
21	522-2	Remove and Reinstall Step and Hand Rail	2	EA	3960	\$ 7,920.00
22	522-2	Existing Irrigation System Restoration	51	LOT	420	\$ 21,420.00
		<b>Subtotal Roadway Items</b>				<b>\$ 628,438.20</b>
<b>Signing and Marking</b>						
23	700-20-11	R1-1 Sign Assembly w D-3 Signs (2 Blades)	5	EA	948	\$ 4,740.00
24	700-20-11	No Illegal Dumping Sign Assembly	5	EA	540	\$ 2,700.00
25	700-20-11	Remove/Relocate Existing Signs (per post)	59	EA	198	\$ 11,682.00
26	700-95	Project Identification Sign	4	EA	720	\$ 2,880.00
27	711-77-125	Thermoplastic Solid Stripe (24" White)	896	LF	10.62	\$ 9,515.52
28	711-11-221	Thermoplastic Solid Stripe (6" Double Yellow)	5658	LF	5.508	\$ 31,164.26
		<b>Subtotal Signing and Marking</b>				<b>\$ 62,681.78</b>
<b>Water and Sewer Utilities</b>						
29	1050-11-321	Adjust Existing Cleanout, Install Box and Cover	4	EA	1800	\$ 7,200.00
30	1050-11-322	Relocate Fire Hydrant	4	EA	4200	\$ 16,800.00
31	1050-11-423	Adjust Valve Elevation	22	EA	330	\$ 7,260.00
32	1050-11-425	Adjust Manhole Elevation	4	EA	540	\$ 2,160.00
		<b>Subtotal Water and Sewer Utilities</b>				<b>\$ 33,420.00</b>
<b>Miscellaneous</b>						
33	120-1	Large Pull Boxes	5		3600	\$ 18,000.00
34	120-6	2-2" PVC Fiber Conduit	550		36	\$ 19,800.00
35	10000	2-2" Directional Bore Conduit	250		91.2	\$ 22,800.00
		<b>Subtotal Miscellaneous</b>				<b>\$ 60,600.00</b>
		<b>Total</b>				<b>\$ 785,139.98</b>



		RIVIERA BEACH HEIGHTS SIDEWALK IMPROVEMENTS BID Tabulation Riviera Beach Palm Beach County, Florida City Project # 616-16			Engecon Construction, Inc.		Providian Construction Group, Inc.		All-Site Construction, Inc.		Coats Concrete Construction, Inc.	
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Water, Sanitary, Drainage and Roadway Items			Total	Unit	\$	\$	\$	\$	\$	\$	\$	\$
Roadway Items												
1	101-1	Mobilization	1	LS	\$79,000.00	\$79,000.00	\$75,680.00	\$75,680.00	\$36,000.00	\$36,000.00	\$91,141.39	\$91,141.39
2		Permit Fee (Reimbursement)	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	102-1	Maintenance of Traffic	1	LS	\$20,000.00	\$20,000.00	\$54,062.96	\$54,062.96	\$7,200.00	\$7,200.00	\$9,200.00	\$9,200.00
4	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	\$24,000.00	\$24,000.00	\$41,840.00	\$41,840.00	\$3,600.00	\$3,600.00	\$6,500.00	\$6,500.00
5	110-1-1	Cleaning and Grubbing	1	LS	\$12,000.00	\$12,000.00	\$38,286.00	\$38,286.00	\$24,000.00	\$24,000.00	\$50,532.00	\$50,532.00
6	110-7-1	Relocation of Mailboxes	47	EA	\$125.00	\$5,875.00	\$114.00	\$5,358.00	\$210.00	\$9,870.00	\$100.00	\$4,700.00
7	160-4	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK	4,320	SY	\$33.00	\$142,560.00	\$21.66	\$93,571.20	\$31.20	\$134,784.00	\$41.48	\$179,193.60
8	230-1-4	FURNISH AND INSTALL 6" THICK CONCRETE SIDEWALK/DRIVEWAY	2,465	SY	\$40.00	\$98,600.00	\$23.94	\$59,012.10	\$36.00	\$88,740.00	\$50.55	\$124,605.75
9	230-1-8	FURNISH AND INSTALL ADA RAMP	48	EA	\$500.00	\$24,000.00	\$399.00	\$19,152.00	\$840.00	\$40,320.00	\$1,510.26	\$72,492.48
10	327-70-1	FURNISH AND INSTALL TYPE F & DROP CURB W/ TRANSITIONS	5,001	LF	\$22.00	\$110,022.00	\$13.68	\$68,413.68	\$19.20	\$96,019.20	\$27.88	\$139,427.88
11	334-1-12	EXCAVATE AND DISPOSE EARTHWORK AT PROPOSED SIDEWALK	4,320	SY	\$6.00	\$25,920.00	\$3.42	\$14,774.40	\$8.40	\$36,288.00	\$12.06	\$52,099.20
12	337-7-30	COMPACTED SUBGRADE	7,895	SY	\$4.50	\$35,527.50	\$5.13	\$40,501.35	\$3.60	\$28,422.00	\$9.83	\$77,607.85
13	334-1-12	PRESSURE CLEAN EXISTING SIDEWALK/CURB	2,165	SY	\$2.00	\$4,330.00	\$5.13	\$11,106.45	\$5.40	\$11,691.00	\$3.46	\$7,490.90
14	425-1-201	SLOPE EARTHWORK TO TIE IN WITH EXISTING PROPERTY AT BACK OF INSTALLED SIDEWALK	2,480	SY	\$2.50	\$6,200.00	\$1.71	\$4,240.80	\$5.40	\$13,392.00	\$6.47	\$16,045.60
15	430-175-11	FURNISH AND INSTALL ST AUGUSTINE SOD	3,025	SY	\$2.50	\$7,562.50	\$5.13	\$15,518.25	\$4.32	\$13,068.00	\$5.81	\$17,575.25
16	430-175-11	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK/DRIVEWAY	2,465	SY	\$18.00	\$44,370.00	\$17.78	\$43,827.70	\$9.60	\$23,664.00	\$15.81	\$38,971.65
17	443-70-8	RELOCATE TREES & PALMS	4	EA	\$300.00	\$1,200.00	\$285.00	\$1,140.00	\$600.00	\$2,400.00	\$315.00	\$1,260.00
18	520-1-10	REMOVE LANDSCAPE FEATURES (BUSHES)	16	LOT	\$500.00	\$8,000.00	\$250.80	\$4,012.80	\$240.00	\$3,840.00	\$179.82	\$2,877.12
19	520-3	REMOVE/ADJUST FENCES, WALLS	10	LOT	\$1,000.00	\$10,000.00	\$456.00	\$4,560.00	\$540.00	\$5,400.00	\$1,050.00	\$10,500.00
20	522-1	REMOVE AND REINSTALL STEP	2	EA	\$1,000.00	\$2,000.00	\$855.00	\$1,710.00	\$1,200.00	\$2,400.00	\$420.00	\$840.00
21	522-2	REMOVE AND REINSTALL STEP AND HAND RAIL	2	EA	\$1,500.00	\$3,000.00	\$2,280.00	\$4,560.00	\$3,960.00	\$7,920.00	\$630.00	\$1,260.00
22	522-2	EXISTING IRRIGATION SYSTEM RESTORATION	51	LOT	\$350.00	\$17,850.00	\$570.00	\$29,070.00	\$420.00	\$21,420.00	\$315.00	\$16,065.00
		Subtotal Roadway Items				\$697,017.00		\$645,397.69		\$625,438.20	\$46.20	\$935,385.67
Signing and Marking												
23	700-20-11	R1-1 Sign Assembly w/ D-3 Signs (2 Blades)	5	FA	\$400.00	\$2,000.00	\$570.00	\$2,850.00	\$948.00	\$4,740.00	\$656.25	\$3,281.25
24	700-20-11	No Illegal Dumping Sign Assembly	5	EA	\$200.00	\$1,000.00	\$285.00	\$1,425.00	\$540.00	\$2,700.00	\$278.25	\$1,391.25
25	700-20-11	Remove/Relocate Existing Signs (per post)	59	EA	\$75.00	\$4,425.00	\$114.00	\$6,726.00	\$198.00	\$11,682.00	\$152.25	\$8,982.75
26	700-95	Project Identification Sign	4	EA	\$1,200.00	\$4,800.00	\$185.25	\$741.00	\$720.00	\$2,880.00	\$525.00	\$2,100.00
27	711-11-125	Thermoplastic Solid Stripe (24" White)	896	LF	\$4.00	\$3,584.00	\$10.09	\$9,040.64	\$10.62	\$9,515.52	\$3.15	\$2,822.40
28	711-11-221	Thermoplastic Solid Stripe (6" Double Yellow)	5,658	LF	\$1.40	\$7,921.20	\$5.23	\$29,591.34	\$5.51	\$31,164.26	\$1.47	\$8,317.26
		Subtotal Signing and Marking				\$23,730.20		\$50,373.98		\$62,681.78		\$26,894.91
Water and Sewer Utilities												
29	1050-11-321	ADJUST EXISTING CLEANOUT, INSTALL BOX AND COVER	4	EA	\$1,950.00	\$7,800.00	\$1,026.00	\$4,104.00	\$1,800.00	\$7,200.00	\$1,260.00	\$5,040.00
30	1050-11-322	RELOCATE FIRE HYDRANT	4	EA	\$1,950.00	\$7,800.00	\$3,420.00	\$13,680.00	\$4,200.00	\$16,800.00	\$3,150.00	\$12,600.00
31	1050-11-423	ADJUST VALVE ELEVATION	22	EA	\$750.00	\$16,500.00	\$399.00	\$8,778.00	\$330.00	\$7,260.00	\$262.50	\$5,775.00
32	1050-11-425	ADJUST MANHOLE ELEVATION	4	EA	\$1,830.77	\$7,323.08	\$513.00	\$2,052.00	\$540.00	\$2,160.00	\$420.00	\$1,680.00
		Subtotal Water and Sewer Utilities				\$39,423.08		\$28,614.00		\$33,420.00		\$25,095.00
Miscellaneous												
33	120-1	Large Pull Boxes	5	EA	\$1,400.00	\$7,000.00	\$741.00	\$3,705.00	\$3,600.00	\$18,000.00	\$840.00	\$4,200.00
34	120-6	2-2" PVC Fiber Conduit	550	LF	\$10.00	\$5,500.00	\$18.24	\$10,032.00	\$36.00	\$19,800.00	\$21.00	\$11,550.00
35	10000	2-2" Directional Bore Conduits	250	LF	\$18.00	\$4,500.00	\$182.40	\$45,600.00	\$91.20	\$22,800.00	\$26.25	\$6,562.50
		Subtotal Miscellaneous				\$17,000.00		\$59,337.00		\$60,600.00		\$22,312.50
TOTAL						\$777,170.28		\$783,722.67		\$782,139.98		\$1,009,688.08





July 12, 2016

Attn: Purchasing Dept.

Re: Riviera Beach Heights 1<sup>st</sup> – 5<sup>th</sup> street  
Sidewalk improvements

To Whom This May Concern:

All-Site Construction is aware that all projects in the city of Riviera Beach over \$750,000 in value have to meet the requirements of the City's Apprenticeship Program. After Reviewing the list of programs, it was determined that there is no program available that is consistent with the scope of work for this project. However, All-Site is committed to hiring and utilizing Riviera Beach based businesses and residents during the execution of this project.

As it stands, All-Site has committed the following to the project:

All-site's principal, Project Manager, superintendent, and concrete company all of which are based in or reside in Riviera Beach.

Upon Execution of the contract, All-Site will make every effort to hire additional Riviera Beach Based Subcontractors, labor, and suppliers to the most reasonable extent possible.

It is my expectation that this project will be a model for contractor's on maximizing the use of as many Riviera Beach resources as possible in an effort to spark economic improvement in the city.

Sincerely,  
*Ezra Saffold*  
President

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

**Meeting Date:** 2/15/2017

**Agenda Category:** DISCUSSION AND DELIBERATION

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**Subject:** Discussion of proposed City Manager's Contract

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**Recommendation/Motion:** Office of the City Attorney recommends discussing the term(s) of the contract.

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<b>Originating Dept</b>	City Attorney's Office	<b>Costs</b>
<b>User Dept.</b>	ALL	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

Office of the City Attorney has been in negotiations with the new City Manager candidate, Jonathan Evans, through his attorney. To date, a final contract has not been agreed upon.

**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
2_14_17_Memo_from_Legal.pdf	Memo From Legal	2/14/2017	Cover Memo
2_14_17_RESOLUTION_- _JEVANS.doc	Draft Resolution	2/14/2017	Resolution
CITY_MANAGER_AGREEMENT- _02022017_Counteroffer.doc	Agreement	2/14/2017	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Perry, Troy	Approved	2/8/2017 - 5:37 PM

## MEMORANDUM

TO: KASHAMBA MILLER-ANDERSON, CHAIR PRO TEM

FROM: ANDREW DEGRAFFENREIDT, CITY ATTORNEY

CC: MAYOR AND CITY COUNCIL  
DANNY JONES, CITY MANAGER  
TROY PERRY, ASSISTANT TO CITY MANAGER  
LINA BUSBY, ASSISTANT CITY ATTORNEY  
BRUCE DAVIS, DIRECTOR OF HUMAN RESOURCES

DATE: FEBRUARY 9, 2017

RE: DISCUSSION OF PROPOSED CITY MANAGER'S CONTRACT

Please be advised of the following:

There is no contract for consideration and approval by the City Council.

There is a counter offer from Mr. Evans, which agrees with all of the terms of the City's initial proposal with the exception of the proposed salary. Mr. Evans has made it imminently clear that he will take no less than 183K annually as salary.

If the Council by majority vote accepts this counter offer, there will be a contract which must be consummated in accordance with Sec.2-2 of the City Code which provides in pertinent part:

*Sec. 2-2. - City contracts.*

(a) No *contract* shall be submitted to the city council for its approval unless it is completely executed by the submitting party. If the city council approves the *contract*, then it may authorize the mayor and city clerk to sign it in the name of and on behalf of the city.

(b) The mayor and city clerk shall not sign any *contract* in the name of or on behalf of the city unless it is fully executed and authorized by the city council pursuant to subsection (a) of this section. Any *contract* signed in violation of this section shall be null and void and shall not bind the city.

(c) If the contracting party is another governmental body which requires that the *contract* be first executed by the city, then the mayor and city clerk may be authorized by the city council to sign it and subsection (a) of this section shall not apply.

It is my understanding that this matter is already on the agenda for the next council meeting. Upon the acceptance of the existing counter offer by majority vote I will expeditiously have the agreement executed by Mr. Evans and formally consummated in accordance with applicable policy and procedures.

AD:syj

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH JONATHON EVANS AS CITY MANAGER; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City Council conducted a nationwide search for a city manager and held public interviews of several finalists; and

**WHEREAS**, the City Council, after deliberation, voted on January 27, 2017, to offer candidate Jonathon Evans, the position of City Manager; and

**WHEREAS**, the parties have negotiated an employment agreement which outlines the terms and conditions of Mr. Evans' employment.

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

**SECTION 1.** That the City Council hereby approves an employment agreement with Jonathon as City Manager of the City of Riviera Beach, said employment to begin on \_\_\_\_\_.

**SECTION 2.** That the Mayor and City Clerk are authorized to execute the Employment Agreement, attached hereto.

**SECTION 3.** That this Finance Director is authorized to make payment as contemplated by the Agreement from the appropriate budgetary accounts.

**SECTION 4.** That this resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (hereinafter referred to as "The City"), and \_\_\_\_\_ (hereinafter referred to by name or as "City Manager").

### WITNESSETH:

WHEREAS, the City of Riviera Beach desires to employ Jonathan Evans as City Manager of the City of Riviera Beach, Florida, as provided for in Article II, Section 20 of the Charter of the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Jonathan Evans desires to accept employment as City Manager of the City of Riviera Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

#### Section 1. Employment.

A. The City of Riviera Beach hereby hires and appoints Jonathan Evans as its City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Jonathan Evans as City Manager shall be effective \_\_\_\_\_, 2017.

#### Section 2. Salary and Evaluation.

A. Beginning in February 2017, the annual base rate salary will be \_\_\_\_\_.

B. The City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form as the City Council deems appropriate using benchmarks established by City Council and City Manager within thirty (30) days of the effective date of this new agreement. Said benchmarks to be amended by the parties as necessary. An evaluation shall take place annually measuring progress toward meeting the benchmarks.



C. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Manager. However, the City Manager shall be entitled to receive across the board/cost-of-living increases that may be granted to general employees from time to time. Furthermore, the City's failure to conduct the scheduled evaluation shall not constitute non-compliance with a material provision on the part of the City Manager of this Agreement.

### **Section 3. Duties and Obligations.**

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Riviera Beach. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to diligently perform his duties under this Agreement. The City Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Council, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager may not engage in business opportunities that conflict with the interests of the City and/or his fiduciary duty as City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event the City Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

### **Section 4. Automobile Allowance and Communications Equipment.**

The City Manager is required to be on call for twenty-four (24) hour service. In recognition thereof:

A. The City shall grant to the City Manager an automobile allowance of \$500 per month, and the City Manager shall purchase, maintain and insure said vehicle. The City Manager shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City. The City agrees to reimburse the City Manager for mileage for travel outside of 150 miles of the City associated with business of the City pursuant to the City's normal reimbursement policy.

B. The City shall provide the City Manager with cellular telephone capacity in accordance with City policy.

### **Section 5. Dues and Subscriptions.**

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association (ICMA), and the Florida City and County Management Association (FCMMA). The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

#### **Section 6. Professional Development and Travel.**

To the extent provided for and approved in the City's adopted budget, the City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at the International City/County Management Association's (ICMA) annual conference, the Florida City and County Management Association's annual conference and the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which City Manager serves as a member. The City may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Council action.

#### **Section 7. Community Involvement.**

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

#### **Section 8. Personal Time Off.**

The City Manager shall be entitled to twenty five (25) vacation days per year. Vacation benefits shall accrue at the rate established under standard City personnel policies. Any unused vacation days shall accrue to the City Manager in accordance with City policy. Upon termination of this Agreement by either party, the City Manager shall be paid for each vacation day accrued at his then current salary. Payment for said vacation days shall be made to the City Manager regardless of the manner of termination.

#### **Section 9. Holidays.**

The City Manager shall be entitled to observe the same paid legal holidays as other City employees.

#### **Section 10. Sick Leave.**

The City Manager shall be entitled to twelve (12) sick days per year. Sick leave shall accrue at the rate established under standard City personnel policies. Payment for all unused sick days shall be made to the City Manager regardless of the manner of termination.

#### **Section 11. Health, Dental, Life and Disability Insurance.**

During the City Manager's employment with the City, the City agrees to pay the full premium costs of health, dental and disability insurance under the terms of the City's group policies for an individual plan, subject to any standard City applicable co-pay obligation.

The City agrees to pay for life insurance on the Manager's life, with the City's group life underwriter, in the amount of the City Manager's base salary. Insurance shall be available to the Manager during the Manager's employment with the City, on equal terms as is available to other full-time employees.

## **Section 12. Retirement.**

The City agrees to pay, on an annual basis, deferred compensation in an amount equal to the maximum permitted by law. Said deferred compensation shall be paid to the Manager's ICMA retirement Corporation 457 Plan or other qualified 457 designated retirement fund designated by the City Manager. The Deferred Compensation Retirement program shall not exceed the limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as other retirement benefits are paid for other employees of the City. The City Manager is required to participate in the Florida Retirement System.

## **Section 13. Termination by the City and Severance Pay.**

### **A. Without Cause**

Should a majority of the entire Council (three members) vote to terminate the services of the City Manager "without cause", then within thirty (30) business days following such vote, the City Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance) prior to the date of termination based on a forty (40) hour work week and twenty (20) weeks base salary as severance. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney. The termination without cause is not conditioned upon the City Manager's acceptance of the terms and conditions of the general release.

### **B. With Cause**

In the event the City Manager is terminated for "just cause," the City shall be obligated to pay only the City Manager's compensation, if any, earned up to the last date of employment and any earned but unused vacation leave and sick leave. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.

2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

C. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the City Manager may at her option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

D. In the event the City Council desires to terminate this Agreement without cause such termination shall be provided to the City Manager ninety (90) days prior to said termination. In such event, the severance provision of this agreement shall not apply. In the event that ninety (90) days prior notice is not provided, then severance shall be provided as outlined herein.

#### **Section 14. Termination by the City Manager.**

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the severance provisions of Section 13, Paragraph A above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due the City Manager up to the City Manager's final day of employment, including any accrued personal time

off. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred compensation retirement program.

#### **Section 15. Residency**

A. In accordance with the City Charter, Article II, section 21, the City Manager agrees to establish residency within the corporate limits of the City within 120 days of employment and to maintain residence within the corporate limits of the City throughout the term of this Agreement.

#### **Section 16. Disability.**

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph A of this Agreement, as offset by any disability benefits the City Manager receives from or through the City.

Where necessary, to determine whether to continue the services of the City Manager due to his disability, the City reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by the City Manager from a list of at least three doctors approved by the City. In the event such an examination is required, the City will pay all costs of said examination.

#### **Section 17. Indemnification.**

A. The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

#### **Section 18. Bonding.**

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

#### **Section 19. Code of Ethics.**

Inasmuch as the City Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

#### **Section 20. Attorney's Fees.**

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, each party agrees to bear its own attorney's fees and costs up to and including trial and appellate proceedings.

#### **Section 21. Relocation Expenses.**

Upon execution of this Agreement by all parties, the City agrees to make a one time, lump sum payment of \$7,000.00 to the City Manager for the purpose of relocating to the City. Should the City Manager be terminated, either voluntarily or involuntarily, from his position as City Manager prior to one year from the date of this Agreement, the City Manager shall be required to reimburse the City \$7,000.00, within thirty (30) days of said termination.

#### **Section 22. General Terms and Conditions.**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Palm Beach County, Florida.



F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for the following and the City agrees to:

1. Transfer of ownership of retirement funds, if any, to the City Manager's designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]**

**IN WITNESS WHEREOF**, the parties have caused this Employment Agreement to be made and entered into the day and year first written above.

CITY OF RIVIERA BEACH, FLORIDA

By: \_\_\_\_\_  
Thomas Masters  
Mayor

By: \_\_\_\_\_  
Terrence Davis  
Chairperson

ATTEST:

As to form and legal sufficiency:

By: \_\_\_\_\_  
Claudene L. Anthony  
City Clerk

By: \_\_\_\_\_  
Andrew DeGraffenreidt, III  
City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_  
City Manager