

SETTLEMENT AGREEMENT

SARA GOODMAN (“Goodman”) on the one hand, and The City of Riviera Beach (the “City”) on the other, agree to settle in full certain pending disputes between them as set forth below.

RECITALS

WHEREAS, Goodman had filed a Petition for Writ of Mandamus in the Circuit Court in and for the 15th Judicial Circuit, Case Number 502019CA004472XXXXMBAY (the “Case”). The Case remains pending at this time. The issues in the Case involve the City’s refusal to transmit Goodman’s February 6, 2019 appeal to the City’s Development Special Magistrate of statements made by the City’s Director of Development at a January 10, 2019 Planning and Zoning Board meeting, which statements in turn relate to the application of off site parking laws to a pending application for approval to redevelop what is generally known as the “Crab Pot “ site.

WHEREAS, the City undertook the defense of the Case and filed its Motion to Dismiss and Strike Goodman’s claims and Goodman filed her response to the City’s Motion;

WHEREAS, the parties after mutual discussion have reached a compromise to amicably resolve the Case on terms that are satisfactory to all parties.

NOW THEREFORE, in exchange for the mutual consideration described below, the receipt and sufficiency of which are hereby acknowledged the undersigned parties agree as follows:

1. The Recitals set forth above are hereby acknowledged by the undersigned parties and incorporated herein.
2. Within ten (10) days from the date of the full execution, the Parties shall jointly file a Motion to Approve this Settlement in the Case and set a hearing with the Court to Approve this

Settlement Agreement, the form of which is attached as Exhibit "A". Counsel for the City shall be responsible for setting the hearing with the Court and transmitting all papers necessary to the Court in connection with the hearing, including but not limited to the Settlement Agreement, the Motion to Approve the Settlement Agreement and any proposed Orders of the Court.

3. Upon approval of the Settlement Agreement by the Court, within five(5) days after the approval of the Settlement Agreement, the City shall file a Notice of Withdrawal of its Motion to Dismiss/Strike the Petition as a Sham, the form of which is attached hereto as Exhibit "B";

4. Upon approval of the Settlement Agreement by the Court and after the City files its withdrawal of the Motion to Dismiss/Strike as a Sham, within five (5) days of the City's filing its Notice of Withdrawal of the Motion to Dismiss/Strike as a Sham, Goodman shall file her notice of dismissal of her Petition without prejudice, pursuant to Rule 1.420(a)(1)(b), Fla. R Civ. P. the form of which is attached hereto as Exhibit "C".

5. The parties also agree that Mr. Jeff Gagnon's statements made on January 10, 2019 regarding the Crab Pot site in response to then Planning and Zoning Chairman Tradrick McCoy asking him about one off-site parking provision in Riviera Beach's Code, contained at pages 89-90 of the January 10, 2019 Planning and Zoning Meeting minutes, will be deemed to be a "staff recommendation which is not binding on the Planning and Zoning Board and/or the City Council". The parties agree that Mr. Jeff Gagnon made no statements at the January 10, 2019 Planning and Zoning Board meeting or in any Staff Report concerning Riviera Beach Code Section 31-593 (c)(7).

6. The Parties agree that the City shall schedule a "live and in person" City Council Workshop on the Crab Pot redevelopment for August 11, 2020 (unless this live and in person meeting cannot happen by the City due to the resurgence of COVID 19 and/or any other Force

Majure condition; in which case the City shall reschedule the live meeting until a time hopefully no later than October 1, 2020) before any other action is taken with respect to the Crab Pot, to be fully open to the Public for the purposes of discussing in the Sunshine (1) the 2017 Site Plan Application, (2) the developer's 2018 "alternative contingent site plan," (3) Riviera Beach's Off-Site and Valet Parking Rules and all parking rules cited in Sara Goodman's Appeal and Complaint-Petition, (4) all FDOT issues and correspondence relating to the 2017 Site Plan and the 2018 "alternative contingent site plan," and (5) the 2004 Reciprocal Easement and Developer Agreement Bk 16867 Page 1537 between Inlet Marina and the Marina Grande Condominium's predecessor and the 2017 Easement between Inlet Marina and Seven Kings. Sara Goodman and her fellow Marina Grande individual residents, Glenn Spacht and Mary Beth Coffey, will be considered principal "presenters" at the Workshop for the purpose of presenting on the entire history of the Crab Pot matter, and to present to the Council and the Public all issues of concern relating to the Crab Pot. As presenters, they shall not be restricted to the 3 minute time limitations for their presentation, and shall be allotted 1 hour total and collectively (excluding any additional time used as a result of questions and answers outside of the "presentation") to make their presentation(s). The City will have police, fire and engineering representatives at this meeting.

7. The parties shall bear their own attorney's fees and costs in connection with the Case.

8. Nothing contained in the, Settlement Agreement, and/or Goodman's Notice of Dismissal in the Case shall be construed as an admission of any kind by any party and/or an adjudication on the merits.

9. The Court shall retain jurisdiction over this matter to enforce the terms of this Settlement Agreement.

10. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11. In the event that an action is brought to enforce the terms of this Settlement Agreement in this matter, venue shall be in Palm Beach County, Florida,

12. This Settlement Agreement constitutes the complete agreement of the parties, and no modifications of this Settlement Agreement shall be effective without prior written consent of all of the parties hereto. This Settlement Agreement may be executed in counterparts with copies of signatures to serve as originals.

13. The undersigned parties hereby declare that the terms of this Settlement Agreement have been completely read, fully understood and voluntarily accepted for the making of a full and final compromise settlement. If any provision or any part of any provision of this Settlement Agreement shall, for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Settlement Agreement shall not be affected thereby.

IN WITNESS WHEREOF, Goodman and the City have caused this Settlement Agreement to be executed as of the date and year set forth below.

THE CITY OF RIVIERA BEACH

Signature: _____

By: Ronnie L. Felder


Date: _____

ATTEST:

Signature: _____

By: Claudene L. Anthony

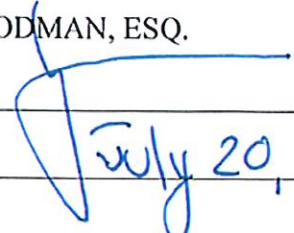
City Clerk

Mayor
REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 7/24/2020

SARA GOODMAN, ESQ.

Signature: _____

Date: _____


July 20, 2020