

# REGULAR CITY COUNCIL MEETING AGENDA MARINA EVENT CENTER - 190 E 13TH STREET RIVIERA BEACH, FL 33404 December 1, 2021 6:00 PM

# NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-812-6590 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

# **MAYOR**

RONNIE L. FELDER

# **CHAIRPERSON**

SHIRLEY D. LANIER - DISTRICT 3

#### CHAIR PRO-TEM

KASHAMBA MILLER-ANDERSON - DISTRICT 2

#### **COUNCILPERSONS**

TRADRICK MCCOY - DISTRICT 1

DOUGLAS A. LAWSON - DISTRICT 5

JULIA A. BOTEL - DISTRICT 4

# **ADMINISTRATION**

# CITY MANAGER, JONATHAN EVANS

# CLAUDENE L. ANTHONY, CMC, CITY CLERK

# DAWN S. WYNN, CITY ATTORNEY

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

BE FURTHER ADVISED, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

#### 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 and 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 COMPLETE A PINK PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA AND THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE CITY COUNCIL BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO 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** 

**Adoption of Agenda** 

**Comments From the Public on Consent Agenda (Three Minutes 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**

#### RESOLUTIONS

1. RESOLUTION NUMBER 143-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF KIRKLYN DURHAM V. CITY OR RIVIERA BEACH, OJCC CLAIMS NO.: 20-028179CJS AND 20-028097CJS; AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500) AS FULL AND COMPLETE SETTLEMENT OF BOTH CLAIMS; AND PROVIDING FOR AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4068

2. RESOLUTION 139-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EIGHTH AMENDMENT TO LEASE TERMS WITH GSH HOLLY, LLC., FOR APPROXIMATELY SEVENTEEN THOUSAND THREE HUNDRED AND EIGHT (17,308) RENTABLE SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A ONE YEAR TERM, WITH A ONE-YEAR OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

**DAWN S. WYNN, CITY ATTORNEY, 561-845-4069** 

3. RESOLUTION 138-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE CASE OF LEONEL FELIPE V. THE CITY OF RIVIERA BEACH, CASE NO.: 502019CA016063XXXXMB; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF FIFTY SIX THOUSAND DOLLARS (\$56,000.00) AS FULL AND FINAL SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4069

**RESOLUTION NO. 124-21 A RESOLUTION OF THE CITY** 4. COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING GRANT **FUNDS** FROM THE BULLETPROOF PARTNERSHIP GRANT PROGRAM (BVP), BUDGET PERIOD AUGUST 31, 2021 - AUGUST 31, 2023: THE REQUIRED AUTHORIZING CASH MATCH TOTALING \$14.098 FROM FISCAL YEAR 2021 OPERATING SUPPLIES, NUMBER 10120101-552000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

NATHAN OSGOOD, CHIEF OF POLICE 561-845-4130

5. RESOLUTION NUMBER 132-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM (JAG) IN THE AMOUNT OF \$33,517; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

NATHAN OSGOOD, CHIEF OF POLICE, 561-845-4130

MEMO REVISED ON 11/29/21 @ 5:11PM TO REFLECT THE CORRECT BACKGROUND INFORMATION

# **END OF CONSENT AGENDA**

**UNFINISHED BUSINESS** 

PETITIONS AND COMMUNICATIONS FOR FILING

#### AWARDS AND PRESENTATIONS

6. PROCLAMATION DECLARING DECEMBER 1,2021 AS WORLD AIDS DAY

7. FEDERAL LOBBYIST MAURICE KURLAND, WITH ALCADE & FAY UPDATE

**JONATHAN EVANS, CITY MANAGER, 561-812-6592** 

# **PUBLIC HEARINGS**

#### ORDINANCES ON SECOND AND FINAL READING

8. ORDINANCE NO. 4186 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE POWERS AND DUTIES OF THE CITY MANAGER TO INCREASE THE CITY MANAGER'S AUTHORITY TO AWARD AND SIGN CONTRACTS TO \$50,000 PROVIDED FUNDING FOR THE CONTRACT HAS BEEN APPROVED AS PART OF THE ANNUAL BUDGET; DELETING EMERGENCY PURCHASE PROVISION FOR CITY MANAGER IN CHAPTER 2; PROVIDING FOR REPEAL OF LAWS IN C O N F L I C T; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

## AND

ORDINANCE NO. 4190 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 16.5, PROCUREMENT CODE, ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION, DIVISION 1. METHODS OF SOURCE SELECTION SECTION 16.5-61, COMPETITIVE SEALED BIDDING, TO REQUIRE THAT ALL CONTRACTS EXCEEDING \$50,000 BE AWARDED BY COMPETITIVE SEALED BIDDING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ELIZABETH MCBRIDE, DEPUTY CITY MANAGER, 561-812-6590

9. ORDINANCE NO. 4132 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S

**ADOPTED** COMPREHENSIVE PLAN **BASED** ON **EVALUATION AND APPRAISAL REVIEW IN ORDER** PROVIDE CONSISTENCY WITH **CURRENT** STATUTORY **REQUIREMENTS** PER SECTION 163.3191(4), FLORIDA STATUTES, INCLUDING, BUT LIMITED TO. **DELETING** ANY AND ALL REFERENCES TO RULE 9J-5: **FLORIDA** ADMINISTRATIVE CODE, AS PROVIDED WITHIN ALL ELEMENTS OF THE COMPREHENSIVE PLAN, MORE SPECIFICALLY THE FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT, AND ADDRESS PERIL OF FLOOD PRINCIPLES PER **SECTION** 163.3178(2)(F), **FLORIDA** STATUTES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CLARENCE SIRMONS, AICP, DIRECTOR OF DEVELOPMENT SERVICES, 561-845-4062

# <u>COMMENTS FROM THE PUBLIC - 7:30 PM Non-Agenda Item Speakers (Three Minute Limitation)</u>

Please be reminded the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings" which has been posted at the front desk. 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.

Any person who would like to speak, during public comments, please fill out a public comment card located at the front desk and give it to the staff before the public comments section is announced.

# **ITEMS TABLED**

# **REGULAR**

10. RESOLUTION 140-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA **AUTHORIZING THE ASSIGNMENT OF GROUND LEASE** WITH RIVIERA BEACH EVENT CENTER, LLC. TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY: APPROVING THE FORM OF AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM RIVIERA BEACH EVENT CENTER, LLC.; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE SUCH ACTIONS AS

SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE CITY; PROVIDING AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4069

11. RESOLUTION 141-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE CITY'S CLAIM MANAGEMENT AGREEMENT WITH GALLAGHER BASSETT SERVICES FOR THE THIRD-PARTY ADMINISTRATION OF CLAIMS; AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENTS IN THE ESTIMATED AMOUNT OF ONE HUNDRED AND EIGHT THOUSAND NINE HUNDRED AND TWELVE DOLLARS (\$108,912.00) FOR THE MANAGEMENT OF CLAIMS; AND PROVIDING AN EFFECTIVE DATE.

#### AND

RESOLUTION NO. 142-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENGAGE OUTSIDE CONSULTANT SERVICES TO ASSIST CITY STAFF IN IDENTIFYING AND COLLECTING DATA FOR THE FUTURE SOLICITATION OF THIRD PARTY ADMINISTRATOR SERVICES IN THE MANAGEMENT OF THE CITY'S CLAIMS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY FOR THESE SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); AND PROVIDING AN EFFECTIVE DATE.

BARBARA ORISIO, DIRECTOR, HUMAN RESOURCES, 561-845-4874

ITEM MOVED FROM CONSENT

12. RESOLUTION 137-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A FOUR PERCENT (4%) COST OF LIVING SALARY ADJUSTMENT FOR NON-AFFILIATED EMPLOYEES EFFECTIVE OCTOBER 1, 2021.

BARBARA ORISIO, HUMAN RESOURCES DIRECTOR, 561-840-4880

ITEM MOVED FROM CONSENT AND THE MEMO WAS REVISED AS OF 11/29/21 @ 5:28PM

13. RESOLUTION 106-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH E-ROAD MAP CORPORATION FOR THE MANAGEMENT OF THE CITY'S URBAN FARM AND URBAN AGRICULTURE PLAN; AND PROVIDING AN EFFECTIVE DATE.

RICHARD BLANKENSHIP, DIRECTOR OF PARKS AND RECREATION, 561-845-4070

DISCUSSION AND DELIBERATION

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:** 12/1/2021

Agenda Category: CONSENT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF KIRKLYN DURHAM V.

Subject:

CITY OR RIVIERA BEACH, OJCC CLAIMS NO.: 20-028179CJS AND 20-028097CJS; AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500) AS FULL AND COMPLETE SETTLEMENT OF BOTH CLAIMS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Recommendation/Motion:** Office of the City Attorney recommends approval of this Resolution.

Originating Dept City Attorney Costs \$57,500

User Dept. Funding Source

Advertised No Budget Account Number

**Date** 

**Paper** 

Affected Parties Not Required

# Background/Summary:

Kirklyn Durham ("Claimant") filed workers' compensation claims 20-028097CJS and 20-028179CJS on December 23, 2020, for injuries sustained to his heart while conducting firefighting activities during the course and scope of his employment with the City of Riviera Beach Fire Department ("the City") against the City, as Employer, and Gallagher Bassett Services, Inc. ("GB"), as Carrier.

On November 2, 2021, the parties agreed to settle both claims, including attorney's fees, and costs for a

On November 2, 2021, the parties agreed to settle both claims, including attorney's fees, and costs for a total sum of \$57,500 subject to City Council approval. Upon the City Council's approval of this settlement, the Court's Order approving the settlement, and the City's payment thereof, both workers' compensation claims from the Claimant against the City and GB shall be dismissed with prejudice.

The parties have agreed to settle both claims, including a Medicare Set Aside of One Hundred Twenty-Five Thousand, Five Hundred and Two Dollars (\$125,502), attorney's fees, and costs for a total sum of Three Hundred Thirty-Two Thousand Dollars (\$332,000). Settlement is subject to approval by the City Council. Upon execution of the Settlement Agreement and Release, both claims will be dismissed with prejudice.

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	Туре
12012021_K_Durham_Memo.pdf	K Durham Memo	11/23/2021	Cover Memo
KDurham_Resolution.pdf	K Durham Resolution	11/23/2021	Resolution
Proposed_Settlement_and_Release.pdf	K Durham Proposed f Settlement Agreement and Release	11/23/2021	Agreement

# **REVIEWERS**:

Department	Reviewer	Action	Date
Attorney	Mutamba, Denise	Approved	11/23/2021 - 10:31 AM

Purchasing	Williams, Glendora	Approved	11/23/2021 - 11:05 AM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 11:07 AM
Attorney	Mutamba, Denise	Approved	11/23/2021 - 11:09 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 11:11 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:54 PM



"The Best Waterfront City in Which to Live, Work and Play."

# CITY OF RIVIERA BEACH - MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** DAWN S. WYNN, CITY ATTORNEY

SUBJECT: RESOLUTION TO FULLY SETTLE BOTH WORKERS'

COMPENSATION CLAIMS OF KIRKLYN DURHAM

**DATE:** December 1, 2021

**CC:** GENERAL PUBLIC

# **Background:**

Kirklyn Durham ("Claimant") filed workers' compensation claims 20-028097CJS and 20-028179CJS on December 23, 2020, for injuries sustained to his heart while conducting firefighting activities during the course and scope of his employment with the City of Riviera Beach Fire Department ("the City") against the City, as Employer, and Gallagher Bassett Services, Inc. ("GB"), as Carrier.

On November 2, 2021, the parties agreed to settle both claims, including attorney's fees, and costs for a total sum of \$57,500 subject to City Council approval. Upon the City Council's approval of this settlement, the Court's Order approving the settlement, and the City's payment thereof, both workers' compensation claims from the Claimant against the City and GB shall be dismissed with prejudice.

# **Citywide Goal:**

To provide quality, timely, cost-efficient, professional legal services and advice to support the goals and objectives of the City Council, the City Manager, and the City departments, and to advocate and defend the interests of the City within the bounds of the law.

# **Budget/Fiscal Impact:**

The City's annual premium payment from the insurance fund covers the settlement of this workers' compensation claim.

# **Recommendation(s):**

The Office of the City Attorney recommends it is in the best interests of the City to settle this claim.

# **Attachment(s):**

1. Proposed Settlement Agreement and General Release between Kirklyn Durham, the City, and Gallagher Bassett Services, Inc.



# **RESOLUTION NO. 143-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF KIRKLYN DURHAM V. CITY OR RIVIERA BEACH, OJCC CLAIMS NO.: 20-028179CJS AND 20-028097CJS; AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500) AS FULL AND COMPLETE SETTLEMENT OF BOTH CLAIMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kirklyn Durham ("Claimant") filed workers' compensation claim 20-028097CJS on December 23, 2020, for injuries sustained while conducting firefighting activities during the course and scope of his employment with the City of Riviera Beach Fire Rescue against the City, as Employer, and Gallagher Bassett Services, Inc. ("GB"), as Carrier, and;

**WHEREAS,** Kirklyn Durham ("Claimant") filed workers' compensation claim 20-028179CJS on December 23, 2020, for injury sustained to his heart while conducting firefighting activities during the course and scope of his employment with the City of Riviera Beach Fire Rescue against the City, as Employer, and Gallagher Bassett Services, Inc. ("GB"), as Carrier, and;

**WHEREAS**, the parties have agreed to settle both claims, including attorney's fees, and costs for a total sum of \$57,500 subject to City Council approval; and

**WHEREAS**, upon the City Council's approval of this settlement, the Court's Order approving the settlement, and the City's payment thereof, the workers' compensation claim from the Claimant against the City and GB shall be dismissed with prejudice; and

**WHEREAS**, it is in the best interests of the City to fully settle this claim.

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

**SECTION 1.** That settlement of the matter of *Kirklyn Durham v. City of Riviera Beach and Gallagher Bassett Services, Inc.* OJCC Case Nos. 20-028097 and 20-028179 are hereby approved in the total amount of Fifty-Seven Thousand Five Hundred Dollars (\$57,500).

**SECTION 2.** That GB is authorized to make payment on behalf of the City, after receiving the appropriate approval and releases from the Claimant.

RESOLUTION NO.: PAGE 2 OF 3
<b>SECTION 3.</b> That this Resolution shall take effect immediately upon its passage and approval by the City Council.
PASSED and APPROVED this day of December, 2021.
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RESOLUTION NO.: PAGE 3 OF 3	
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	
T. MCCOY:	DAWN S. WYNN, CITY ATTORNEY
K. MILLER-ANDERSON:	<u></u>
S. LANIER:	<u> </u>
J. BOTEL:	
D. LAWSON:	

#### STATE OF FLORIDA

# DIVISION OF ADMINISTRATIVE HEARINGS OFFICE OF THE JUDGE OF COMPENSATION CLAIMS WEST PALM BEACH DISTRICT

#### EMPLOYEE:

Kirklyn Durham 141 Prestige Dr.

Royal Palm Beach, FL 33411

# EMPLOYER:

City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, FL 33404

CARRIER:

Gallagher Bassett Services 2901 S.W. 149th Avenue

Suite 200

Miramar, FL 33027

Claim No: 000160-008002-WC-01

#### ATTORNEY FOR CLAIMANT:

Michael J. Celeste, Esq. Celeste Law Firm

580 Village Blvd.

Suite 360

West Palm Beach, FL 33409

# ATTORNEY FOR EMPLOYER/CARRIER:

Gary M. Schloss, Esq.

Hayes, Schloss & Alcocer, P.A.

2875 So. Ocean Blvd.

Suite 200-30

Palm Beach, FL 33480

**OJCC#:** 20 - 028097CJS &

20 - 028179CJS

**D/As:** 08/07/2020 & 12/09/2020

**VENUE:** Palm Beach

# SETTLEMENT AGREEMENT & RELEASE PURSUANT TO F.S.440.20(11)(c) (2020)

The parties to this Release, to wit: Kirklyn Durham (Date of Birth: 1/6/1974) (hereinafter collectively referred to as the "Releasor" and/or "Claimant") and City of Riviera Beach / Gallagher Bassett Services, Inc. hereby agree as follows:

WHEREAS, Releasor was an employee of City of Riviera Beach on or about August 7, 2020 and December 9, 2020.

WHEREAS, Releasor is no longer employed with City of Riviera Beach as of the date of execution of this Agreement.

WHEREAS, Releasor has alleged that he sustained injuries arising out of his employment with City of Riviera Beach, including hypertension and PTSD, and has filed a workers' compensation claims or is otherwise claiming workers' compensation benefits against Releasee as the result of work-related accidents which occurred on or about August 7, 2020 and December 9, 2020 and said claims are subject to the provisions of Chapter 440, Florida Statutes, or otherwise alleged to be covered by Chapter 440, Florida Statutes.

OJCC 20 - 028097CJS & 20 - 028179CJS

Page 1 of 10

Initial

WHEREAS, Releasee has paid benefits to Releasor pursuant to Chapter 440.

WHEREAS, the parties wish to compromise and settle all claims Releasor may have against the Releasees as a result of or arising out of any work-related accident including those referenced herein;

NOW, THEREFORE, the parties agree as follows:

1. Releasor, for and on behalf of each and all of their respective present, former, and future successors, heirs, executors, administrators, quarantors, attorneys, representatives, insurers and assigns (all of whom are also hereinafter collectively referred to as the "Releasor"), for and in consideration of the lump sum of Fifty Seven Thousand Five Hundred Dollars and no cents (\$57,500.00) ("the Lump Sum") and other good and valuable consideration, to be paid to Releasor does hereby release, acquit, and forever discharge Releasee, and if Releasee is a corporation, all of its respective present, and future officers, directors, stockholders, former agents, employees, consultants, nominees, attorneys, executors, administrators, finders, heirs, representatives, managers, predecessors, successors, representatives and assigns (all of whom are also hereinafter collectively referred to as the "Releasee(s)") of and from any and all claims, demands, actions, suits, causes of action, controversies, costs, expenses, damages, judgments, losses and liabilities of whatever kind or nature, in law, equity, statutory or otherwise, whether known or unknown, which against them, or any of them, Releasor now has, had, may have had, or can, shall or may have for or by reason of any matter, cause or thing whatsoever to and including the date hereof, which were or might have or could have been asserted in connection with, arising out of, or in any way relating to any injuries resulting from or claimed to be the result of any work-related accidents including those referred herein, including but without in any respect limiting the generality of the foregoing, any and all claims for or rights to past, present and future benefits under Chapter 440, Florida Statutes including any claims for attorney's fees.

The settlement amount referred to herein shall be allocated as follows:

то	TAL:	\$57,500.00
e)	Costs	\$ 3,673.55
d)	Attorney Fees	\$14,375.00
b)	Medical Benefits	\$34,000.00
a)	Past and Future Compensation Benefits	\$ 5,451.45

The Releasee agrees to pay all outstanding bills of authorized providers, including Dr. Seminario, for medically necessary treatment arising out of the work accident (PTSD) at the agreed upon fee schedule and upon submission of the medical bills and medical records on proper forms.

2. It is the intent of the undersigned Releasor that this is a complete, full, comprehensive and final release of any and all liability of the parties released herein arising from or relating to any and all injuries arising out of any work related accident including the accident referenced herein, including any and all liability of Releasee for any act performed or omitted by, or on behalf of the parties released herein prior to the date hereof relating to any and all injuries arising out of any work related accident including the accident referenced herein.

The Releasor agrees that this settlement shall constitute an election of remedies by the Releasor with respect to the Releasee herein. By entering into this settlement agreement, the parties stipulate that the Releasor has elected workers' compensation, and not tort liability as the exclusive remedy. The parties further stipulate that as additional consideration for the payment of the settlement agreement by the Releasee, the Releasor releases, waives and settles any employer liability (COVERAGE B) cause of action or any other employment claim, including wrongful termination and retaliatory discharge claims, through the date of this settlement. The Releasor/Claimant understands that this entire settlement is contingent on approval by the City Council of Riviera Beach.

OJCC 20 - 028097CJS & 20 - 028179CJS Page 3 of 10

# Upon approval by the City Council of Riviera Beach, the terms of this settlement will be ratified and binding on the Releasor/Claimant.

- 3. On account of the accidents on or about August 7, 2020, and December 9, 2020, the Releasor may have a cause of action against a third-party tortfeasor(s). The Releasor is aware of the Releasee's lien rights in any recovery against any third-party tortfeasor(s) for workers' compensation benefits paid as authorized under Florida Statute 440.39. The Releasor understands that the Releasee retains its lien rights in any such recovery notwithstanding the settlement and this Release. The Releasor shall protect the Releasee's lien rights and notify the Releasee in writing of any recovery from, or the filing of a complaint against, any alleged third-party tortfeasor(s).
- 4. The undersigned Releasor hereby expressly warrants, represents, and covenants to the parties released herein that Releasor is presently the legal owner and holder of the claims or causes of action released hereby, and that he has not heretofore expressly or impliedly assigned, transferred, pledged, or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby.
- 5. The Releasor has been represented by Michael J. Celeste, Esq. in connections with this matter who is entitled to a fee to be paid by the Releasor for legal services rendered. The Releasor shall pay \$14,375.00, and Releasor's attorney, Michael J. Celeste, Esq. agrees that said fee is a reasonable fee for such services, resolves all claims for attorney's fees that Releasor's attorney may have against the Releasee(s), and is within the guidelines for the determination of a fee as set forth in Florida Statute 440.34 and/or are due and owing pursuant to Claimant's and his attorney's retainer agreement per Miles v. City of Edgewater Police Dept. The Claimant shall also pay Michael J. Celeste, Esq. \$3,673.55 for costs from this settlement.

The Releasor and his attorney agree that this settlement agreement and release discharges the Releasee from any liability for attorney fees and costs for all claims and time rendered by Michael J. Celeste, Esq. and/or any other attorney representing the Releasor/Claimant in this matter. After payment of the attorney fees and costs as referenced herein, the net settlement to the Releasor/Claimant is \$ \$39,451.45. An additional \$100.00 shall be deducted from the net settlement amount as consideration for a separate general release and agreement to not seek re-employment and/or volunteer (see paragraph 11).

- 6. In reaching this agreement the parties have, pursuant to Section 440.20(11)(d) Florida Statutes, as amended 2001, considered the issue of child support arrearages. The Releasor warrants as follows (mark as appropriate):
  - a. There are no arrearages owed by Releasor for child support:  $\ensuremath{\mathbf{X}}$  .
  - b. There are arrearages owed by Releasor for child support, in the total amount of \$

If outstanding child support is shown above, the Releasor has allocated  $\frac{N/A}{N}$  of the lump sum to be paid by Releasor towards the payment of such arrearages. Counsel for Releasor shall be responsible for ensuring such child support allocation is paid to the proper agency toward Releasor's arrearage.

7. Releasor and Releasee(s) acknowledge(s) that whereas Section 440.20(11)(d), as amended 2001, also requires that the Judge of Compensation Claims consider whether the settlement allocation provides for the appropriate recovery of child support arrearages. It is the intent of the parties that this settlement agreement and release shall not be valid and enforceable and that Releasee shall not be required to disburse settlement proceeds until the settlement agreement and release is executed by Releasee and Releasor, all Court approvals as to attorney's fees, child support allocations, all motions regarding attorney fee and cost liens are obtained, the Claimant executes and returns to the Releasee a General

Release/Voluntary Resignation and Notification of Separation from Employment from City of Riviera Beach which have been provided to the Releasor/Claimant with this Settlement Stipulation, and the City Council of Riviera Beach adopts a resolution approving the terms of this settlement. The Releasor and Releasee agree that the Releasee shall have 30 days to pay the settlement proceeds which will begin to run from the date of the mailing of the Court Order approving the fee and allocation for the recovery of child support arrearages, or receipt by Releasee(s) of a signed Settlement Agreements and a General Release/Voluntary Resignation and Notification of Separation from Employment from the City of Riviera Beach, whichever occurs last. However, the parties agree that earlier payment shall satisfy the applicable statutory period and the Releasor's attorney agrees to hold the settlement proceeds in escrow until all conditions are met, including the satisfaction of all liens for attorney fees. If these conditions are not met, Releasor's attorney shall not disburse any funds, but will immediately return to Releasee(s) those funds being held in escrow. The Releasor agrees that all workers compensation medical and indemnity benefits shall terminate as of approval of this settlement by the City Council of Riviera Beach.

Releasor understands that achieving maximum improvement is not a necessary condition for this settlement to be effective. Releasor understand that he shall be bound by this settlement agreement even though the conditions and injuries may become greater, more disabling, more numerous or more extensive than is now known or anticipated. Releasor understands that his condition and need for medical care could change in the future. Releasor understands and injuries sustained represents that the permanent and progressive and that recovery therefrom is uncertain and indefinite. Releasor understands that he is not required to settle his Workers' Compensation claim in this fashion, or at this time, and that by entering this settlement has given up his right to wait and see how his condition will progress and what the future will bring.

9. The Releasor represents that no services, medicines, medical appliances, or x-rays of any kind were received by the Releasor from any Veterans Hospital, Naval or military hospital, or any other medical institution maintained by the United States Government, as a result of the accident and injuries described herein.

The Releasor further represents that no medical bills or services have been paid to Releasor or on Releasor's behalf by Medicaid, Medicare, or private health insurance as a result of any injuries arising out of and during the course and scope of Releasor's employment with the Releasee herein. If Releasor has received any benefits as a result of his work-related injuries from any State, Federal, or Private Insurance or benefits program, including Medicaid or Medicare, the Releasor understands that it is his responsibility to reimburse them for any payment they may have made. The Releasor acknowledges that any and all known liens or potential liens involving Medicare, Medicaid, the Internal Revenue Service, child support enforcement, or other agencies of Federal, state or local governments or private entities have been revealed to the Releasee and agrees to indemnity and hold harmless the Releasee regarding any such liens.

10. The Releasor has considered that many common medical expenses are not paid or reimbursable under certain group health policies of the Federal Medicare Program. The Releasor understands that it is not the intent of this settlement to shift the responsibility for the Releasor's future medical care to the Federal Government. Pursuant to 42 CFR \( \frac{411.46}{411.47}\), the Medicare intermediary manual, and the Medicare carrier's manual, the parties to this settlement believe that any rights or interests Medicare may have in the within settlement have been adequately considered and protected by allocating a specific amount of the settlement proceeds for a payment of Releasor's "qualified" Medicare-covered medical expenses that he may incur in the future for treatment of his work injury.

Based upon Releasor's medical records, age, life expectancy, future cost projections, and historical treatment trends), the parties propose that \$34,000.00 of the total settlement will be allocated to

pay for the anticipated future "qualified" Medicare covered medical expenses Releasor may incur for treatment as a result of the work injury. This allocation is based on the workers' compensation fee schedule over Claimant's expected lifetime for the next 33 years into future, representing the Releasor's life expectancy given Releasor's age of 47 years (DOB: 01/06/1974). The Releasor understands and acknowledges the freedom and ability to consult with specialists practicing in the area of Social Security and Medicare law and has chosen to settle the case either in lieu of or Releasor and consultation. Finally, the Releasee acknowledge, understand, and agree that no action or decision by the Centers for Medicare and Medicaid Services concerning Releasor's Medicare covered costs will render this release void or otherwise ineffective, or in any way affect the finality of Releasor's workers' compensation settlement.

- 11. The Releasor agrees that \$100.00 will be deducted from his net settlement and be classified as consideration for a separate general release, voluntary resignation, and agreement not to seek reemployment/volunteer to be executed by the Releasor.
- 12. The Parties agrees that if any part or provision of this Release, shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, then the remainder of this Release shall not be affected thereby. The parties agree that this Settlement Agreement is valid and enforceable. If this Settlement Agreement and Release is ever found to be unenforceable for whatever reason, the Releasor agrees that any payment made by the Releasee shall not be considered a gratuity and that the Releasee shall be entitled to full reimbursement of the lump sum paid to the Releasor and all advance payments made pursuant to Fla. Stat. 440.20(12). To the extent full reimbursement is not made, Releasee is entitled to a credit for any money paid to the Releasor in connection with the settlement against benefits owed or found to be due, past, or future without limitation on the type of benefit to which this offset would apply, nor as to the amount of offset to be taken as to any benefits.

The Releasee shall have a dollar for dollar offset for the money paid under this Settlement Agreement.

- 13. The Releasor agrees that upon payment of the consideration referred to herein, all claims, petitions for workers' compensation benefits, and actions for personal injuries arising out of the accidents referenced herein or employment claims against the Releasee are voluntarily dismissed with prejudice or waived and Releasor shall file voluntary dismissals in all Courts where claims or actions are pending. Releasor further agrees that his right to medical and indemnity benefits will terminate upon his signing of this settlement agreement and release or the approval of this settlement agreement and release by the City Council of Riviera Beach, whichever comes first.
- 14. By signing this Settlement Agreement, Releasor acknowledges that he has read the agreement, has had its terms fully explained to him by his attorney, has been fully informed and understands:
  - a. the settlement's effect on any rights the Releasor may have;
  - b. his rights regarding the claim(s) settled;
  - c. he is giving up these rights;

and is entering into this Settlement Agreement voluntarily, and without any undue influence, pressure, or coercion whatsoever. Further, by signing this settlement agreement, Releasor's attorney agrees that he has explained the settlement agreement and that Releasor does understand his rights and the effect of this settlement on those rights.

Executed in		County,	this
day of	, 2021.		
Kirklyn Durham		Date	
Claimant/Releasor			

BEFORE ME, the undersigned a	uthority, personally appeared,
Kirklyn Durham who, after being duly	cautioned and sworn, depose(s)
and says he has read the above Release	and that he has set his hand(s)
and seal(s) thereto for the purposes the	nerein expressed.
The foregoing instrument was acknowledge	owledged before me this day
of, 2021 by Kirklyn Du	rham who is personally known to
me or produces identification #	
-	
:	Signature of Notary
My Commission Expires:	
1	Print Name of Notary
Michael J. Celeste, Esq. Releasor's Attorney	
-	
Executed in County	this day of
, 2021.	

# GENERAL RELEASE, VOLUNTARY RESIGNATION, AGREEMENT TO NOT SEEK REEMPLOYMENT/VOLUNTEER AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, Kirklyn Durham, in consideration of the sum of a One Hundred Dollars (\$100.00) and other good and valuable consideration do hereby voluntarily relinquish all claims and rights I may have had against the City of Riviera Beach and Gallagher Bassett Services, Inc. (hereinafter Employer or Carrier) as follows:

# (a) Employment Termination

I, Kirklyn Durham, agree that my employment with the Employer shall be deemed terminated as of the last date that I worked for the Employer. However, if, in the event I have already executed a prior Resignation and/or Release or have otherwise already been terminated/discharged from employment with the Employer, this Resignation and Release is not intended to alter or modify any prior termination and/or discharge date nor increase or reinstate any entitlement to benefits previously released and/or discharged or to change or modify any prior terms heretofore agreed to by and between myself and the Employer.

# (b) Other Claims Released

I, Kirklyn Durham, acknowledge that in exchange for this monetary benefit, I am irrevocably and unconditionally releasing the Employer, its current or former affiliates, and their employees or agents from all known or unknown claims that I presently may have arising out of my employment with, or retirement from, this Employer. I understand that this document does not waive any vested retirement or pension benefits that I may have with this Employer.

Further, I have remised, released and forever discharged, and do hereby for myself and my heirs, executors, administrators and assigns, remise, release and forever discharges Employer, and its Carrier, City of Riviera Beach and Gallagher Bassett Services, Inc. and each of their present or former trustees, shareholders, directors, officers, subsidiaries, affiliates, agents, and employees of and from all debts, demands, actions, causes of action, suits, accounts, covenants, agreements, damages, expenses, compensation, claims for attorney's fees and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, and any that may be claimed for any administrative agency, or court of law which may

result from the existing state of things, or which may be considered to be of a continuing nature, more specifically on account of, but not limited to, any matters in any way relating to or stemming from my employment with Employer, including, but not limited to, the incident which occurred on or about August 7, 2020 and December 9, 2020, and all circumstances relating pursuant to any federal, state or local employment thereto regulations, executive orders or other requirements, including without limitation; Title VII of the Civil Rights Act of 1964, as amended, United States Constitution pursuant to 42 U.S.C. Sections 1983-1988, the Age Discrimination in Employment Act, the Older Worker Benefits Protection Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Florida Civil Rights Act of 1992, the Constitution, the Florida's Whistle-blower's Act, Unemployment Compensation claims, and any other federal state, or local laws prohibiting discrimination in any employment, public policy, contact, or the common law, including any tort claims (e.g., negligent or intentional infliction of emotional distress, negligent retention, supervision or training; defamation; wrongful termination) whether based on common law or otherwise which I, Kirklyn Durham, have or may have had from the beginning of the world through the last date that I worked for the Employer, whether asserted or unasserted against Employer, and its Carrier, and each of their present or former trustees, shareholders, officers, affiliates, agents, and employees, except for those that cannot subsidiaries, lawfully be waived.

This includes, without limitation, all claims for wrongful constructive termination, emotional termination, distress, sexual harassment, sexual discrimination, national origin or discrimination, hostile work environment, of retaliation, defamation, breach compensation contract, negligent hiring or supervision or retention, negligence, all claims for compensation, wages, claims arising out of agreements, representations or policies related to МУ employment, claims arising under federal, state or local laws or ordinances prohibiting discrimination or retaliation on the basis of race, color, national origin, sex, sexual preference, age disability or other status, claims for violation of public policy, claims for unemployment compensation, and all claims for attorney's fees, costs or expenses incurred in connection with raising any such claims. This release includes any and all claims, demands, rights, causes of action, obligation liabilities of any kind whatsoever, known or unknown, at law or equity, which I may have or claims to have, which are or which

OJCC # 20 - 028097CJS & 20 - 028179CJS

may be based upon any facts, acts, conduct, omissions, documents, representations, proposals, contracts, claims, events or other things occurring any time on or before the date of execution of this General Release, and relating to or arising from any aspect of my employment with Employer. I also agree not to participate in any class action that may include any of the released claims.

Further, in accordance with the Older Workers' Benefits protection Act of 1990, I am aware of the following with respect to my release of any claims under the Age Discrimination and Employment Act (ADEA): (1) I have the right to consult with any attorney before signing this agreement, and to that extent, any, I have desired, I have done so; (2) I have thirty (30) days to review and consider this agreement and my release of any ADEA claim, and that I may use as much of this 30-day period as I wish prior to signing; (3) for a period of seven (7) days following the execution of this agreement, I may revoke the agreement and this agreement shall not become effective enforceable with respect to the claims under the ADEA until the revocation period has expired; (4) this agreement shall become effective as to any ADEA claim eight (8) days after it is signed by me the employee. Thereafter, I understand that I cannot revoke this waiver of any ADEA claim and that it will be binding upon me the employee; (5) I acknowledge and agree that in the that I revoke this release/waiver of any discrimination claims, the Employer shall have the unilateral right to terminate this entire agreement. In the event of such termination, I understand and agree that I shall not be entitled to any payment set forth above, and if I have received such I agree to return such payment to the Employer payment, immediately.

I, Kirklyn Durham, agree not to apply for employment or volunteer with Employer in the future. The parties agree and further acknowledge that I am not waiving claims or rights arising after the final day of employment pursuant to this General Release but that I have contractually agreed not to apply for employment or volunteer with the Employer in the future and this Agreement shall constitute a bar of any claim that I may have should I apply for employment with Employer in the future and not be hired. If I should hereinafter become employed by Employer or volunteer with the employer, and its successors, subsidiaries, parents, or affiliated entities then I shall tender a written voluntary resignation of said employment or volunteer arrangement within three (3) days upon receipt of written request from Employer.

OJCC # 20 - 028097CJS & 20 - 028179CJS

I, Kirklyn Durham, understand that this General Release is made to compromise any potential claim and to avoid expenses related to such potential claim. Employer denies any and all liability and nothing in this General Release shall be construed as an admission of wrongdoing by Employer concerning my employment or separation.

# (c) Acknowledging of Understanding

I, Kirklyn Durham, am releasing all known and/or unknown claims and understand the significance of releasing such claims.

# (d) Withdrawal and Non-Pursuit of Released Claims

I, Kirklyn Durham, agree to withdraw with prejudice all complaints or charges that I have filed against the Employer and Carrier with any agency or court, and further agree not to file any lawsuit, complaint, or charge against the Employer and Carrier based on the claims released in this document.

#### (e) Non-admission of Liability

I, Kirklyn Durham, agree that this document is not an admission of guilt or wrongdoing by the Employer and Carrier and acknowledge that the Employer and Carrier do not believe or admit that they have done anything wrong. I have not suffered any age discrimination, disability discrimination, or wrongful treatment by the Employer and Carrier.

#### (f) Arbitration

I, Kirklyn Durham, agree that with the exception of those provisions set forth in paragraph f, which may be brought in the Circuit Court in and for Palm Beach County, Florida, (or any claim to which the Florida Court of Compensation Claims is the exclusive forum), any and all other claims relating to this Agreement or to my employment with City of Riviera Beach shall be resolved exclusively by binding arbitration before the American Arbitration Association utilizing one arbitrator and the Employment Rules of the American Arbitration Association. I further agree that each party shall bear their own fees and expenses, unless otherwise awarded by the arbitrator in the final, written decision. A copy of the rules can be found at <a href="http://www.adr.org/employment">http://www.adr.org/employment</a>. I further agree that the sole venue for Arbitration shall be Palm Beach County, Florida.

## (g) Representation by Counsel

I, Kirklyn Durham, agree that I have had adequate and satisfactory legal representation in this matter and that all terms in this document and the medical/legal significance of all applicable records have been fully explained by my legal counsel.

#### (h) Miscellaneous

- I, Kirklyn Durham, agree that this document sets forth the entire agreement between myself and the Employer and Carrier pertaining to the subject matter of this document and agree that this document may not be modified or canceled in any particular manner except by a writing signed by me and the Employer and/or Carrier. I acknowledge that the Employer or Carrier have made no promises other than those in this document. If any provision of this document is found to be unenforceable, all other provisions my heirs, remain fully enforceable. This document binds administrators, representatives, executors, successors, assigns. This document shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against me or the Employer and/or Carrier. Unless the content indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. This document shall be governed by the common law and statutes of the State of Florida, excluding any choice of laws, statutes, or common law.
- I, Kirklyn Durham, further acknowledge under penalty of perjury that I have been fully compensated for all of the work I performed for the Employer.
- I, Kirklyn Durham agree that I received consideration for the General Release, Voluntary Resignation and Waiver of Claims that I was not otherwise entitled to. It is further understood that all federal, state, and local taxes, if any, are my sole responsibility.

Kirklyn Durham Claimant	Date
STATE OF	

take acknowledgements personally this day of	hority to administer oaths and appeared Kirklyn Durham, on 2021, who has produced tion and who did take an oath,
	tified that the information incorporated in the foregoing ation and Waiver of Claims, is read this document) (has had
(SEAL)	Name: NOTARY PUBLIC STATE OF Commission No.: My commission expires

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: REGULAR RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EIGHTH AMENDMENT TO LEASE TERMS WITH GSH HOLLY, LLC., FOR APPROXIMATELY SEVENTEEN THOUSAND THREE HUNDRED

Subject:

AND EIGHT (17,308) RENTABLE SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A ONE YEAR TERM, WITH A ONE-YEAR

OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4069

**Recommendation/Motion:** Office of the City Attorney recommends approval.

Originating CITY
Dept ATTORNEY Costs \$346,160.00

General Administration, Rentals and

**Funding Source** 

Leases

Advertised No Budget Account 10112102-544000

Number

CITY MANAGER

**Date** 

User Dept.

**Paper** 

Affected Parties Not Required

#### Background/Summary:

On May 1, 2005, the City entered into a lease agreement for the lease of office space located at the Port Center, 2051 Martin Luther King Drive, Riviera Beach, Florida, for a term of three years. Since that time, the City has entered into seven prior amendments extending the term of the Lease.

At this time, the City of Riviera Beach still requires office space to accommodate Police and Civil Drug Court in the amount of <u>15,367</u> rentable square feet.

Additionally, the City of Riviera Beach also requires office space to accommodate the Riviera Beach Reentry Program in an amount of <u>1,941</u> rentable square feet.

The City is currently leasing Suite 100 for Police and Civil Drug Court and Suite 307 for the Riviera Beach Re-entry Program.

Negotiations have been made with the landlord based on the agreed terms contained in the Seventh Amendment to the Lease that provided for two (2) one year renewals at the discretion of the Tenant for the rental rate of \$20.00 per rentable square foot.

The City and the landlord have finalized an Eight Amendment to the Lease Terms consistent with the agreed upon terms of the prior amendment, mainly to extend the lease for an additional year at the terms agreed upon, with a one-year option to renew the lease, as attached hereto.

City staff finds that it is in the City's best interest to enter into this Eighth Amendment to the Lease, extending the Lease for the specific space referenced. This Resolution seeks authorization from the City

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	Туре
	Memo to		
Memo_to_Mayor_and_CC_agenda_item_Eighth_Amendment_to_Port_Center.docx	Approve 8th Amendment to the Lease	11/19/2021	Cover Memo
	Resolution		

to Approve Resolution\_Authorizing\_8th\_Amendment\_FINAL.docx 8th 11/19/2021 Resolution Amendment to Lease 8th Amendment 100-307\_Eighth\_Amendment\_to\_Lease\_01.01.2022.pdf to the Port 11/22/2021 Agreement Center Lease 7th Amendment to the Port 11/19/2021 Backup
Material Seventh\_Amendment\_to\_Lease\_executed.pdf Center Lease

# REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Wynn, Dawn	Approved	11/19/2021 - 3:15 PM
Purchasing	Williams, Glendora	Approved	11/19/2021 - 3:39 PM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 9:41 AM
Attorney	Wynn, Dawn	Approved	11/23/2021 - 9:42 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 10:08 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:54 PM



# City of Riviera Beach, Florida

1481 W. 15<sup>th</sup> Street #230

Riviera Beach, FL 33403 Web: <u>www.rivierabeach.org</u>

Office: (561-845-4069)

Email: (cityattorney@rivierabeach.org)

"The Best Waterfront City in Which to Live, Work and Play."

# CITY OF RIVIERA BEACH – MEMORANDUM

**TO:** MAYOR AND CITY COUNCIL

**FROM:** DAWN WYNN, CITY ATTORNEY

SUBJECT: RESOLUTION AUTHORIZING AN AMENDMENT TO LEASE TERMS

WITH GSH HOLLY LLC. FOR APPROXIMATELY SEVENTEEN THOUSAND THREE HUNDRED AND EIGHT (17,308) RENTABLE SQUARE FEET (RSF) OF OFFICE SPACE AT THE PORT CENTER FOR A ONE YEAR TERM, WITH A ONE-YEAR OPTION TO RENEW

THE LEASE.

**DATE:** DECEMBER 1, 2021

#### **Background**

On May 1, 2005, the City entered into a lease agreement for the lease of office space located at the Port Center, 2051 Martin Luther King Drive, Riviera Beach, Florida, for a term of three years. Since that time, the City has entered into seven prior amendments extending the term of the Lease.

At this time, the City of Riviera Beach still requires office space to accommodate Police and Civil Drug Court in the amount of <u>15,367</u> rentable square feet.

Additionally, the City of Riviera Beach also requires office space to accommodate the Riviera Beach Re-entry Program in an amount of 1,941 rentable square feet.

The City is currently leasing Suite 100 for Police and Civil Drug Court and Suite 307 for the Riviera Beach Re-entry Program.

Negotiations have been made with the landlord based on the agreed terms contained in the Seventh Amendment to the Lease that provided for two (2) one year renewals at the discretion of the Tenant for the rental rate of \$20.00 per rentable square foot.

The City and the landlord have finalized an Eight Amendment to the Lease Terms consistent with the agreed upon terms of the prior amendment, mainly to extend the lease for an additional year at the terms agreed upon, with a one-year option to renew the lease, as attached hereto.

City staff finds that it is in the City's best interest to enter into this Eighth Amendment to the Lease, extending the Lease for the specific space referenced. This Resolution seeks authorization from the City Council to enter into this Eighth Amendment.

#### **Citywide Goal:**

The Citywide goal is to promote the health, safety, and general welfare of its residents and visitors.

#### **Budget/Fiscal Impact:**

The fiscal impact to the City for the first year extension will amount to Twenty Dollars (\$20.00) per rentable square foot (RSF). There is a total of Seventeen Thousand Three Hundred and Eight (17,308) RSF. The total cost of this lease extension for the first year amounts to Three Hundred Forty Six Thousand, One Hundred Sixty Dollars (\$346,160.00.)

These Lease payments are provided for in the City Budget for General Administration, Rentals and Leases, Budget Line Item 10112102-544000.

Thereafter, said rent shall escalate annually at the rate of Seventy-Five Cents (0.75) per RSF.

The Office of the City Attorney has abided by all procurement and fiscal policies that would apply to this matter.

#### **Recommendation(s):**

The Office of the City Attorney recommends the approval of the Eighth Amendment to the Port Center Lease as it has been negotiated in the best interests of the City.

DSW/lb



#### **RESOLUTION NO. 139-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EIGHTH AMENDMENT TO LEASE TERMS WITH GSH HOLLY, LLC., FOR APPROXIMATELY SEVENTEEN THOUSAND THREE HUNDRED AND EIGHT (17,308) RENTABLE SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A ONE YEAR TERM, WITH A ONE-YEAR OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, the City of Riviera Beach also requires office space to accommodate the Riviera Beach Re-entry Program in an amount of <u>1,941</u> rentable square feet; and

**WHEREAS,** the City is currently leasing Suite 100 for Police and Civil Drug Court; and Suite 307 for the Riviera Beach Re-entry Program; and

**WHEREAS**, negotiations have been made with the landlord based on the agreed terms contained in the Seventh Amendment to the Lease that provided for two (2) one year renewals at the discretion of the Tenant for the rental rate of Twenty Dollars (\$20.00) per rentable square foot; and

**WHEREAS**, the City and the landlord have finalized an Eighth Amendment to the Lease Terms consistent with the agreed upon terms of the prior amendment, extending the lease for an additional year at the terms as agreed upon, with a one-year option to renew the lease, as attached hereto.

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

**SECTION 1.** The City Council hereby authorizes staff to enter into an Eighth Amendment to extend the City's Lease for a period of one (1) year for the first floor, Suite 100, comprising of 15,367 rentable square feet, and a period of one (1) year for the third floor, Suite 307 and adjacent closet storage space, comprising of 1,941 rentable square feet, for a total of 17,308 rentable square feet, with a one (1) one-year option to renew the lease term at the discretion of the City Manager, and the City Manager is hereby authorized to execute said renewal option.

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

# RESOLUTION NO. <u>139-21</u> Page 2 of 2

## PASSED AND APPROVED this \_\_day of December, 2021.

APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	TRADRICK MCCOY COUNCILPERSON
	DOUGLAS LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S. WYNN, CITY ATTORNEY
T. MCCOY:	 Date
K. MILLER-ANDERSON:	Date
S. LANIER:	
J. BOTEL:	
D. LAWSON:	

## Port Center, LLC

## EIGHTH AMENDMENT TO LEASE

## CITY OF RIVIERA BEACH FLORIDA,

SUITES 100, 307

This EIGHTH AMENDMENT TO LEASE, is made on this day of November 2021 by and between Port Center, LLC, (the "Landlord") and the CITY OF RIVIERA BEACH FLORIDA, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said landlord and Tenant are hereinafter referred to as the "Parties".

WHEREAS by Lease dated 1<sup>st</sup> March 2005, first amended 11<sup>th</sup> June 2008, second amended 20<sup>th</sup> April 2011, third amended 3<sup>rd</sup> October 2012, fourth amended 6<sup>th</sup> August 2014, fifth amended 15<sup>th</sup> December 2015, sixth amended 1<sup>st</sup> January 2017, seventh amended 9<sup>th</sup> November 2020 between the parties hereto, (the "Lease"), the Landlord Port Center, LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Dr. Martin Luther King Jr. Boulevard, a portion of the first floor, Suite 100, and 3<sup>rd</sup> Floor, Suite 307, in Riviera Beach, Florida, hereinafter defined as the "Premises"; and

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

WHEREAS, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of one (1) year for the first floor, Suite 100, comprising of approximately fifteen thousand three hundred and fifty-seven (15,367) rentable square feet, and a period of one (1) year for the third floor, Suite 307 and adjacent closet storage space, comprising of approximately one thousand nine hundred and forty-one (1,491) rentable square feet, for a total of approximately seventeen thousand three hundred and eight (17,308) rentable square feet, with one (1) one year option to renew the Lease term at the sole discretion of the Tenant, and agree as follows:

### 1. Terms and Rent

- A. The term of the lease shall be extended from January 1<sup>st</sup>, 2022, to December 31<sup>st</sup>, 2022, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.
- B. The beginning rent for the Extension Term shall be Twenty Dollars (\$20.00) per rentable square foot (RSF) for the first (1<sup>st</sup>) year, with one (1) one-year renewals. 01/01/2022-12/31/2022 \$20.00 per rentable square foot (RSF).

Thereafter, said rent shall escalate annually at the rate of Seventy-Five Cents (0.75) per RSF as set forth below:

## 01/01/2023 \$20.75 per rentable square foot (RSF).

C. Rent shall be for the portion of the building located at 2051 Dr. Martin Luther King Jr. Boulevard, Suite 100 and Suite 307, Riviera Beach, Florida.

## 2. Renewal Option:

A. Tenant shall have the option to renew as provided hereinabove for either or both Suite 100 or Suite 307 as the renewal options are distinct as to each Suite.

## 3. Cancellation Option

A. Tenant shall have the right to cancel this lease after the expiration of the Twelve (12<sup>th</sup>) month with delivery of thirty (30) days advance written notice to the Landlord of intent to cancel the Lease.

## 4. As-Is Condition and Improvements

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

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

(SIGNATURES APPEAR ON NEXT PAGE)

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

WITNESS:	PORT CENTER, LLC ("Landlord")
Witness As to Landlord 11222)	BY: Port Center, LLC
	CITY OF RIVIERA BEACH ("Tenant")
Witness As to Tenant:	BY: MAYOR, Ronnie L. Felder
ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICENCY:
Claudene L. Anthony Certified Municipal Clerk City Clerk	Dawn S. Wynn, City Attorney
APPROVED AS TO THE TERMS AND CONDITIONS	
Procurement Department	

#### Port Center, LLC

## SEVENTH AMENDMENT TO LEASE

## CITY OF RIVIERA BEACH FLORIDA, SUITES 100, 307

This SEVENTH AMENDMENT TO LEASE, is made on this \_\_\_\_\_\_ day of NOVEMBER, 2020 by and between Port Center, LLC, (the "Landlord") and the CITY OF RIVIERA BEACH FLORIDA, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant are hereinafter referred to as the "Parties".

WHEREAS, by Lease dated 1st March 2005, first amended 11th June 2008, second amended 20th April 2011, third amended 3rd October 2012, fourth amended 6th August 2014, fifth amended 15th December 2015, sixth amended 1st January 2017 between the parties hereto, (the "Lease"), the Landlord Port Center, LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Dr. Martin Luther King Jr. Boulevard, a portion of the first floor, Suite 100, and the 3rd Floor, Units 302, 307, 310 and 312 in Riviera Beach, Palm Beach County, Florida, hereinafter defined as the "Premises"; and

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

WHEREAS, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of one (1) year for the first floor, Suite 100, comprising of approximately fifteen thousand three hundred and sixty seven (15,367) rentable square feet, and a period of one (1) year for the third floor, Suite 307 and adjacent closet storage space, comprising of approximately one thousand nine hundred and forty one (1,941) rentable square feet, for a total of approximately seventeen thousand three hundred and eight (17,308) rentable square feet, with two (2) one-year options to renew the Lease term at the sole discretion of the Tenant, and agree as follows:

#### 1. Terms and Rent:

A. The term of the Lease shall be extended from January 1st, 2021 to December 31st, 2021, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.

B. The beginning rent for the Extension Term shall be Nineteen Dollars and Twenty-Five Cents (\$19.25) per rentable square foot (RSF) for the first (1st) year, with two (2) one-year renewals at the sole discretion of the Tenant as follows:

01/01/2021-12/31/2021 @ \$19.25 per rentable square foot (RSF)

Thereafter, said rent shall escalate annually at the rate of Seventy-Five Cents (0.75) per RSF as set forth below:

01/01/2022 @ 20.00 per rentable square foot (RSF)

3 Landlord Tenant Roman Tenant

## 01/01/2023 @ \$21.75 per rentable square foot (RSF)

C. Rent shall be for the portion of the building located at 2051 Dr. Martin Luther King Jr. Boulevard, Suite 100 and Suite 307, Riviera Beach, Florida.

#### 2. Renewal Option:

A. Tenant shall have the option to renew as provided hereinabove for either or both Suite 100 or Suite 307 as the renewal options are distinct as to each Suite.

### 3. Cancellation Option:

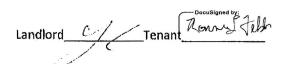
A. Tenant shall have the right to cancel this Lease prior to the expiration of twelve (12) months with delivery of thirty (30) days advance written notice to the Landlord of intent to cancel the Lease.

### 4. "As-Is" Condition and Improvements:

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

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

(SIGNATURES APPEAR ON NEXT PAGE)



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

WITNESS:

PORT CENTER, LLC
("Landlord")

BY:

Witness As to Landlord

Description of the port Center, LLC

Yaku Caha, May 2020.

CITY OF RIVIERA BEACH
("Tenant")

BY:

Witness As to Tenant:

Witness As to Tenant:

APPROVED AS TO FORM AND
LEGAL SUFFICENCY

BY:

Claudene L. Anthony
Certified Municipal Clerk
City Clerk

APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by:

By;

althea pemsel

Althea Pemsel Purchasing Director

Landlord Tenant Round Felh

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: CONSENT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE CASE OF LEONEL FELIPE V. THE CITY OF RIVIERA BEACH, CASE

Subject: NO.: 502019CA016063XXXXMB; AUTHORIZING GALLAGHER BASSETT TO

MAKE PAYMENT IN THE AMOUNT OF FIFTY SIX THOUSAND DOLLARS (\$56,000.00) AS FULL AND FINAL SETTLEMENT; AND PROVIDING AN

EFFECTIVE DATE. DAWN S. WYNN, CITY ATTORNEY, 561-845-4069

**Recommendation/Motion:** The Office of the City Attorney recommends approval of this

Resolution.

Originating Dept CITY ATTORNEY Costs \$56,000.00

User Dept. Funding Source

Advertised No Budget Account Number

**Date** 

**Paper** 

Affected Parties Not Required

#### Background/Summary:

On December 18, 2019, Leonel Felipe (hereinafter "Plaintiff") filed a lawsuit in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, Case No. 502019CA016063XXXXXMB, against the City of Riviera Beach for personal injuries he sustained in a motor vehicle incident in Riviera Beach, Palm Beach County, Florida.

On or about July 4, 2018, the Plaintiff alleged that the City's police officer was negligent in the operation of his motor vehicle when he collided with the vehicle driven by Plaintiff while in the course and scope of his employment.

Plaintiff alleged that he suffered permanent injury to his body.

Counsel for the Plaintiff and counsel for the City negotiated and mediated this matter on November 9, 2021, and thereafter.

Counsel for the City, Risk Management and representatives of Gallagher Bassett concur that settlement in the amount of Fifty Six Thousand Dollars (\$56,000.00), inclusive of all attorneys' fees and costs, is in the City's best interest, subject to City Council approval.

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	<b>Upload Date</b>	Туре
Memo_to_Mayor_and_CC_Authorizing_Settlement_Felipe.docx	Memo to Settle Leonel Felipe	11/22/2021	Cover Memo
Resolution_to_Settle_Leonel_Felipe_FINAL.doc	Resolution to Authorize Settlement	11/22/2021	Resolution
	Executed Settlement		

Felipe_Executed_Release.pdf	Agreement and Release	11/19/2021	Agreement
·	_ •.		9

## **REVIEWERS:**

Department	Reviewer	Action	Date
Attorney	Wynn, Dawn	Approved	11/19/2021 - 1:40 PM
Purchasing	Williams, Glendora	Approved	11/19/2021 - 1:53 PM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 9:40 AM
Attorney	Wynn, Dawn	Approved	11/23/2021 - 9:42 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 10:05 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:54 PM



"The Best Waterfront City in Which to Live, Work and Play."

#### CITY OF RIVIERA BEACH - MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DAWN S. WYNN, CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE CASE OF LEONEL FELIPE V. THE CITY OF RIVIERA BEACH, CASE NO.: 502019CA016063XXXXMB; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF FIFTY SIX THOUSAND DOLLARS (\$56,000.00) AS FULL AND FINAL

SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

**DATE:** NOVEMBER 19, 2021

**CC:** GENERAL PUBLIC

### **Background:**

On December 18, 2019, Leonel Felipe (hereinafter "Plaintiff") filed a lawsuit in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, Case No. 502019CA016063XXXXXMB, against the City of Riviera Beach for personal injuries he sustained in a motor vehicle incident in Riviera Beach, Palm Beach County, Florida.

On or about July 4, 2018, the Plaintiff alleged that the City's police officer was negligent in the operation of his motor vehicle when he collided with the vehicle driven by Plaintiff while in the course and scope of his employment.

Plaintiff alleged that he suffered permanent injury to his body.

Counsel for the Plaintiff and counsel for the City negotiated this matter and ultimately reached a settlement approved by City staff.

Counsel for the City, Risk Management and representatives of Gallagher Bassett concur that settlement in the amount of Fifty Six Thousand Dollars (\$56,000.00), inclusive of all attorneys' fees and costs, is in the City's best interest, subject to City Council approval.

## **Citywide Goal:**

To provide quality, timely, cost-efficient, professional legal services and advice to support the goals and objectives of the City Council, the City Manager, and the City departments, and to advocate and defend the interests of the City within the bounds of the law.

#### **Budget/Fiscal Impact:**

\$56,000.00. This payment was provided for in the budget for Risk Management, City Budget Fiscal Year 2021, Page No. 333. Payment of this settlement should not have any significant impact on the City's budget.

## **Recommendation(s):**

The Office of the City Attorney recommends it is in the best interests of the City to settle this case.

### **Attachment(s):**

- 1. Resolution Number 138-21
- 2. Settlement Agreement and Release.



#### **RESOLUTION NO. 138-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE CASE OF LEONEL FELIPE V. THE CITY OF RIVIERA BEACH, CASE NO.: 502019CA016063XXXXXMB; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF FIFTY SIX THOUSAND DOLLARS (\$56,000.00) AS FULL AND FINAL SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** on December 18, 2019, Leonel Felipe (hereinafter "Plaintiff") filed a lawsuit in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, Case No. 502019CA016063XXXXXMB, against the City of Riviera Beach for personal injuries he sustained in a motor vehicle incident in Riviera Beach, Palm Beach County, Florida; and

**WHEREAS,** on or about July 4, 2018, the Plaintiff alleged that the City's police officer was negligent in the operation of his motor vehicle when he collided with the vehicle driven by Plaintiff while in the course and scope of his employment; and

WHEREAS, Plaintiff alleged that he suffered permanent injury to his body; and

**WHEREAS,** counsel for the Plaintiff and counsel for the City negotiated this matter and ultimately reached a settlement approved by City staff; and

**WHEREAS**, counsel for the City, Risk Management and representatives of Gallagher Bassett concur that settlement in the amount of Fifty Six Thousand Dollars (\$56,000.00), inclusive of all attorneys' fees and costs, is in the City's best interest, subject to City Council approval.

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

**SECTION 1**. That settlement in the matter of Leonel Felipe v. The City of Riviera Beach, Case No.: 50-2019-CA-016063-XXXX-MB is hereby approved in the total amount of \$56,000.00, inclusive of attorney's fees and costs.

**SECTION 2.** That Gallagher Bassett Services, Inc. is authorized to make payment on behalf of the City after receiving the appropriate releases from Leonel Felipe.

**SECTION 3.** That this Resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED and APPROVED** this day of DECEMBER, 2021.

APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER, CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:  SECONDED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
T. MCCOY:	DAWN S. WYNN, CITY ATTORNEY
K. MILLER-ANDERSON:	<u> </u>
S. LANIER:	
J. BOTEL:	<u> </u>
D. LAWSON:	

RESOLUTION NO.: <u>138-21</u> PAGE 2 of 2

## CONFIDENTIAL FULL AND FINAL RELEASE OF ALL CLAIMS LEONEL FELIPE VS. CITY OF RIVIERA BEACH

THIS INSTRUMENT is executed this day of November 2021 by Leonel Felipe (hereinafter called "Releasor"). By executing this Full and Final Release of All Claims, Releasor acknowledges being of lawful age and of sound mind and does hereby fully and completely release and discharge the City of Riviera Beach (referred to herein as "Releasee"), from any and all claims, rights and actions as set forth below.

NOW, THEREFORE in consideration of, and subject to approval by the Riviera Beach City Council, a total payment of FIFTY-SIX THOUSAND DOLLARS AND NO/100 (\$56,000.00) paid to Releasor by or on behalf of Releasee, Releasor agrees as follows:

- The Releasor, on behalf of himself, his executors, administrators, successors, subrogees, privies and assigns, agrees to fully and finally release, discharge, acquit, defend and hold harmless Releasee and its officers, representatives, administrators, insurers, employees, attorneys, agents, affiliates, parent companies, subsidiaries, independent contractors, successors, privies, assigns, associations, and partnerships of and from any and all claims, actions, causes of action, demands, payments, attorneys' fees, benefits, rights, damages, claims for punitive damages, costs, interest, liens, losses, compensation and expenses of any nature whatsoever which Releasor had, now have or which may hereafter accrue, on account of or in any way growing out of: (1) any and all allegations of personal and/or economic damages and any consequences thereof which have been or may have been asserted in the *automobile accident occurring on July 4, 2018*; (2) any and all damages to sustained on or about as a result of the automobile accident, and; (3) any other claims which may arise under other federal, state, or local law, including any claims in tort, or that exist in any other form in common law or otherwise, up to and including the effective date of this Agreement, which arise from the automobile accident of July 4, 2018.
- 2. Pursuant to the Medicare Secondary Payer Act (42 U.S.C. § 1395y) and the Medicare Secondary Payer Manual, the parties to this settlement believe that any rights or interests Medicare may have in the settlement have been adequately considered and protected. It is not the purpose of this settlement

to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Releasor and Releasee. The Releasor is not currently a Medicare beneficiary and is not on SSDI nor has applied for SSDI. As such, the settling parties believe they are not required to create a Medicare Set Aside Arrangement.

3. Releasor represents and warrants that Case No. 2019-CA-016063 will be dismissed with Prejudice. No further Civil Actions will be filed related to this claim, whether in court or before any federal, state or local agency related to any matter that is included in the Release set forth herein.

4. It is understood and agreed that this Release constitutes the full settlement and compromise of doubtful and disputed claims, whether or not actually asserted, the validity of which is expressly denied. Releasees disavow any wrongdoing of any nature whatsoever, and the settlement of this matter does not constitute any admission, evidence, or suggestion of wrongdoing related to this or any other case, whether currently existing or brought in the future. Rather, Releasees and Releasor enter into this Release solely as a means of resolving this matter in a manner that will avoid litigation-related expenses.

5. Releasor hereby agrees to discharge or indemnify, defend and hold harmless Releasees from and against any and all claims, demands, obligations, actions, causes of action, subrogation actions, contribution actions, indemnity actions, damages, costs and expenses brought by any person or entity having a claim resulting from or arising out of the injuries or damages that were sustained in the alleged incident referenced in the Civil Action. This includes, but is not limited to, any and all claims made by any person or entity under insurance company liens, or subrogation rights, governmental and non-governmental liens, and any other legislation providing for the imposition of a lien, or any other class of benefits paid to or payable to the Releasor or his representatives or attorneys as a result or consequence of the subject incident. Any such pending unpaid liens will be satisfied and/or resolved from the proceeds of the settlement.

6. It is understood and agreed that the Releasor relies wholly upon Releasor's judgment, belief and knowledge of the nature, extent, effect and duration of any injuries, damages or losses sustained.

Releasor hereby assumes full responsibility for any injuries, damages or losses that Releasor may incur which, in any way, relate to or arise from the subject accident.

7. Releasor also understands and agree that the payments designated herein will cover all

attorneys' fees, expenses, and all other costs incurred by Releasor, or any subsequent related documents

and proceedings associated with the settlement and Release set forth herein. Any claims by Releasor and

his counsel for attorneys' fees and other costs and expenses are fully and finally resolved by the

aforementioned payment, and no additional request for such items or monies will be made.

8. Releasor and Releasees agree that the nature and terms of this Release are strictly

confidential and have not already been disclosed nor will be disclosed, either directly or indirectly, and

further agrees that comments on the settlement of this matter and on the allegations, claims and conduct

asserted in any Civil Action shall be limited to "the matter has been amicably resolved." Ten dollars of the

Settlement amount are directly associated with the subject confidentiality provision. In the event that any

disclosure is required by law, Releasor and Releasees agree that they will request and demand, to the utmost

extent possible, that such disclosure be strictly limited and maintained in a confidential manner. Releasor

can disclose such information as necessary to any tax professional or similarly situated person

9. This Release is freely and voluntarily executed by Releasor after having been apprised of

all relevant information and data furnished by his consultants and/or attorneys. Releasor and his counsel

represent that they believe this arrangement to be just and fair under all the relevant facts and circumstances.

Further, in executing this Release, Releasor does not rely on any inducements, promises or representations

made by the Releasees or any of the Releasees' representatives or attorneys, other than those expressly set

forth. This Release contains the entire agreement between the parties hereto, and the terms of this Release

are contractual and not merely a recital.

10. Releasor affirms that the only consideration for entering into this Release are the provisions

and terms set forth herein, that no other promise or agreement of any kind has been made to or with either

Releasor and/or his attorney by any person or entity whatsoever to cause them to enter into this Release,

and that they fully understand the meaning and intent of this Release, including but not limited to its binding effect. This Release may not be altered, amended, modified or otherwise changed, except in writing, executed by the parties hereto or a duly authorized officer of a party hereto.

11. This Release may be pled as the full and complete defense to and may be used as a basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Release. In the event of litigation or arbitration in connection with the enforcement or interpretation of this Release, the prevailing party shall be entitled to the payment of its attorneys' fees, costs and expenses incurred in connection with such litigation or arbitration.

12. This Release shall be interpreted, enforced, and governed under the laws of the State of Florida. Its terms and provisions are severable, and if any part of this Release is found to be unenforceable, the remainder will continue to be valid and enforceable.

13. Releasor represents and declares that they have carefully read this Release, which contains a full and final release of all claims, that they know and understands the contents of this Release, and that they executed this Release as their own free act and deed.

14. Notwithstanding anything in this document to the contrary, except for the herein specifically named Releasee, the undersigned has a right to bring legal action against and recover damages from any other person, firm corporation, organization or insurer. This reservation does not include the specifically named Releasees released herein who are given a full and final release from any and all claims, demands, damages and actions arising out of the incident referenced herein.

RELEASOR HAS READ THE FOREGOING FULL AND FINAL RELEASE OF ALL CLAIMS, HAS RECEIVED THE ADVICE OF COUNSEL, AND COMPLETELY UNDERSTANDS IT. RELEASOR FURTHER AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS RELEASE SHALL BE CONSTRUED AS IF THE PARTIES JOINTLY DRAFTED THE RELEASE.

Page 4 of 5 Case No. 2019-CA-016063 CAUTION: READ BEFORE SIGNING BELOW

Releasor:

Leonel Felipe

WITNESS

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of M physical presence or online notarization, this day of November 2021 by Leonel Felipe who M is personally known or have produced drivers' licenses as identification.

Signature of Notary

JUNE A. COZZA

Notary Public - State of Florida

Commission & GG 282539

Notary Public - State of Florida

Commission & GG 282539

Signature of Notary

JUNE A. COZZA

Signature of Notary

JONE A. COZZA

Sonded through National Notary Asso.

PRINT, TYPE OR STAMP NAME

**NOTARY** 

## CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: CONSENT RESOLUTION

Accepting the Fiscal Year 2021 Bulletproof Vest Partnership Grant (BVP) in the amount of

Subject: \$14,098, and authorizing the required cash match from the Police Department's Operating

Supplies Line Item Number 10120101-552000.

Staff recommends that the City Council approve the Resolution to

accept the Bulletproof Vest Partnership Grant funds and authorize the

Director of Finance and Administrative Services to establish a budget for

the same.

Originating

Recommendation/Motion:

Costs

\$14.098

User Dept.

Dept

Police

Police

**Funding Source** 

Federal Grant - BVP: \$14,098 Revenue 10120101-

552000; \$14,098

Revenue:

Advertised No **Budget Account** 

Expenditure: 10120101-552000 and BVP

21320102-552000 Number

**Date** 

**Paper** 

**Affected** 

Not

**Parties** 

Required

#### Background/Summary:

The City of Riviera Beach has been awarded a grant for \$14,098, from the Bureau of Justice Assistance (BJA), U.S. Department of Justice under the Bulletproof Vest Partnership Act. The purpose of the Act is to protect the lives of law enforcement officers by helping states and units of local government equip their law enforcement officers with bulletproof vests.

The Riviera Beach Police Department applied for this grant in May 2021, and received notification of the Grant Award in the amount of \$14,098 on October 14, 2021. The Grant funds can be expended until August 31, 2023.

The City's grant funds will be used to purchase new National Institute of Justice (NIJ) compliant bulletproof vests for the City's police officers. The total project cost can be expended over a two-year grant period, ending August 31, 2023.

The grant requires a 50% cash match, which will be expended from Operating Supplies Line Item Number 10120101-552000. The City's match of \$14,098 will be provided from the general funds Operating Supplies line.

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	-14,098				
External Revenues	14,098				
Program Income (city)					
In-kind Match (city)	14,098				
Net Fiscal Impact	14,098	0.00	0.00	0.00	0.00
NO. Additional FTE Positions (cumulative)					

### **III. Review Comments**

- A. Finance Department Comments:
- B. Purchasing/Intergovernmental Relations/Grants Comments:
- C. Department Director Review:

Contract Start Date

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	Туре
BVP_Cover_Memojacobsnew.docx	Memo to Council - BVP	11/23/2021	Cover Memo
ResolutionFY_2022_\$14_098_(1).pdf	BVP RESOLUTION	10/14/2021	Resolution
BVP_Award_Letter_FY_2022.pdf	BVP Award Letter	10/14/2021	Backup Material
Application_Summary.pdf	BVP Application Summary	10/19/2021	Backup Material

## REVIEWERS:

Department	Reviewer	Action	Date
Police	Madden, Michael	Approved	11/8/2021 - 4:36 PM
Purchasing	Williams, Glendora	Approved	11/8/2021 - 4:47 PM
Finance	sherman, randy	Approved	11/9/2021 - 8:03 AM
Attorney	Wynn, Dawn	Approved	11/9/2021 - 11:11 AM
City Clerk	Smith, Tawanna	Approved	11/9/2021 - 11:46 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:56 PM



"The Best Waterfront City in Which to Live, Work And Play."

#### CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** NATHAN OSGOOD, CHIEF OF POLICE

SUBJECT: U.S. DEPARTMENT OF JUSTICE

BUREAU OF JUSTICE ASSISTANCE GRANT BULLETPROOF VESTS PARTNERSHIP ACT

**DATE:** WEDNESDAY, DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

### **Background:**

The City of Riviera Beach has been awarded a grant for \$14,098, from the Bureau of Justice Assistance (BJA), U.S. Department of Justice under the Bulletproof Vest Partnership Act. The purpose of the Act is to protect the lives of law enforcement officers by helping states and units of local government equip their law enforcement officers with bulletproof vests.

The Riviera Beach Police Department applied for this grant in May 2021, and received notification of the Grant Award in the amount of \$14,098 on October 14, 2021. The Grant funds can be expended until August 31, 2023.

The City's grant funds will be used to purchase new National Institute of Justice (NIJ) compliant bulletproof vests for the City's police officers. The total project cost can be expended over a two-year grant period, ending August 31, 2023.

The grant requires a 50% cash match, which will be expended from Operating Supplies Line Item Number 10120101-552000. The City's match of \$14,098 will be provided from the general funds Operating Supplies line.

## **City Goals:**

The Citywide Goal is to instill Operational Excellence – All sworn police officers are required to wear body armor while in the line of duty. It is the goal of the police department to supply this critical item.

## **Fiscal/Budget Impact:**

Fund	Account Number	Account Description	Amount
Revenue	21320102-552000	Federal Grant	\$14,098
	10120101-552000	Cash Match FY 20	\$14,098
Expenditure	21320102-552000	Bulletproof Vests	\$14,098
	10120101-552000	BVP Match – Oper. Supplies	\$14,098

## **Recommendation:**

It is recommended that Resolution No. 124-21 is approved.

## **Attachments:**

Bulletproof Vest Application Summary Bulletproof Vest Award Letter Resolution No. 124.21

#### **RESOLUTION NO. 124-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING GRANT FUNDS FROM THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM (BVP), BUDGET PERIOD AUGUST 31, 2021 - AUGUST 31, 2023; AUTHORIZING THE REQUIRED CASH MATCH TOTALING \$14,098 FROM FISCAL YEAR 2021 OPERATING SUPPLIES, NUMBER 10120101-552000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Bureau of Justice has established a Bulletproof Vest Partnership Grant Program; and

**WHEREAS**, the grant program will assist in the purchase of bulletproof vests for law enforcement officers during the fiscal year, with the budgeted award dates of August 31, 2021 – August 31, 2023; and

**WHEREAS**, the City has been awarded grant funds in the amount of \$14,098, with a required cash match of \$14,098, for a total of \$28,196 for vest purchases.

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

**SECTION 1**: The City Council is authorized to accept grant funds in the amount of \$14,098 from the Bulletproof Vest Partnership Grant Program.

**SECTION 2:** The Director of Finance and Administrative Services is authorized to set up a budget for the Bulletproof Vest Partnership Grant Program as follows:

Revenue		Federal Grant	\$14,098
	10120101-552000	Cash Match FY21	\$14,098
Expenditure	Fund 213	Bulletproof Vests	\$14,098
	10120101-552000	BVP Match	\$14,098

**SECTION 3:** This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this	day of	, 2021.
I MODED MIND MODELLED LINE	aay o:	

RESOLUTION NO. PAGE 2	
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	
T. MCCOY:	DAWN S. WYNN, CITY ATTORNEY
K. MILLER-ANDERSON:	
S. LANIER:	
J. BOTEL:	
D. LAWSON:	

## **Griffin, Lavatryce**

Subject:

FW: Bulletproof Vest Partnership (BVP) - FY 2021 Award Announcement

From: BVP Email Account <ojp@public.govdelivery.com>

Sent: Thursday, October 14, 2021 10:24 AM

To: Griffin, Lavatryce < lgriffin@rbpublicsafety.org>

Subject: Bulletproof Vest Partnership (BVP) - FY 2021 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the <u>BVP System</u>. A complete list of FY 2021 BVP awards is available at: <a href="https://www.ojp.gov/program/bulletproof-vest-partnership/overview.">https://www.ojp.gov/program/bulletproof-vest-partnership/overview.</a>

Important: <u>Jurisdictions must be registered in the SAM system</u> (<u>https://www.sam.gov/SAM/) in order to be paid for any 2021 BVP funds</u>. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <a href="https://sam.gov/content/status-tracker">https://sam.gov/content/status-tracker</a>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2021 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: <a href="https://cjtec.org/compliance-testing-program/compliant-product-lists/">https://cjtec.org/compliance-testing-program/compliant-product-lists/</a>

As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPoli cy 0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process: <a href="https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources">https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources</a>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at <a href="mailto:vests@usdoj.gov">vests@usdoj.gov</a> or 1-877-758-3787.
Thank you
BVP Program Support Team Bureau of Justice Assistance
This email was sent to <a href="mailto:lgriffin@rbpublicsafety.org">lgriffin@rbpublicsafety.org</a> using GovDelivery Communications Cloud on behalf of: Department of Justice • Washington, DC
EXTERNAL SENDER NOTICE This email originated outside of the City of Riviera Beach Public Safety. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## **APPLICATION SUMMARY**

Date Submitted to BVP:

05/14/21

**Application Status:** 

Approved by BVP

**APPLICATION PROFILE** 

**Participant** 

RIVIERA BEACH CITY

Fiscal Year

2021

**Number of Agencies Applied** 

0

**Total Number of Officers for** 

**Application** 

119

**Number of Officers on** 

**Approved Applications** 

119

APPLICATION PROFILE

Fiscal Year

2021

**Vest Replacement Cycle** 

A

5

**Number of Officers** 

119

Number of

Stolen or

3

Number of Emergency

Damaged

Replacement

Needs 0

1,

Number of

Officer

3

**Turnover** 

## APPLICATION SUMMARY FOR FY 2021 REGULAR FUND

Applicant	Quantity	Total Cost	Date Submitted	Status
RIVIERA BEACH CITY	20	\$14,098.00	05/14/21	Approved by BVP <u>View Details</u>
Grand Totals:	20	\$14,098.00		

## AWARD SUMMARY FOR FY 2021 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$14,098.00	\$7,049.00	10/18/21	Approved by BVP
Grand Totals:	\$14,098.00	\$7,049.00		

## CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: CONSENT RESOLUTION

Subject:

Staff recommends the City Council accept the FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Solicitation, in the amount of \$33,517. Authorizing the Director of Finance and Administrative Services to set up a budget to expend funds in accordance with the budget submitted with the application.

Recommendation/Motion:

Police

Staff recommends the City Council accept the JAG Grant and authorize the Director of Finance and Administrative Services to set up a budget to expend funds in accordance with the budget submitted with the application.

Originating

Dept

Costs

\$33,517

User Dept. Police

**Funding** Source

The 2021 JAG Grant is being awarded to the City of Riviera

Beach; there is no fiscal impact to the City.

**Budget** 

Revenue

Advertised No Account

Number

Expense

Date

August 5, 2018

**Paper** 

**Affected** 

Not

**Parties** 

Required

#### Background/Summary:

On June 15, 2021, the Bureau of Justice Assistance announced that \$33,517 was allocated to the Riviera Beach Police Department through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. On July 27, 2021, the Police Department submitted the required grant application.

This grant will be used to purchase a Polaris All-Terrain Vehicle (ATV) and additional police bicycles for the Riviera Beach Police Department's Community Policing Unit (COP).

The COP Unit is tasked with the responsibility of engaging the community through neighborhood events and have hosted approximately 120 events each year since the Unit has been active. The ATV would allow the Unit to assist patrons, specifically the elderly, who attend beach event and often need assistance navigating the sand, as well as expediting transport of the injured to a staging area where medical assistance can be received.

As part of the community policing effort, the Police Department has created a Police Bike Unit; this effort is being expanded. The goal of the Bike Unit is to have officers conduct patrol in a manner where they are more accessible and less intimidating to the public. The Unit currently has eight bicycles, and would like to acquire and additional eight, making it possible to have the Bike Unit conduct a bike patrol during each shift.

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	-33,517				
Operating Costs					
External Revenues	33,517				
Program Income (city)					
In-kind Match (city)					
Net Fiscal Impact	00.00	0	0	0	0
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

JAG_Cover_Memo.pdf	Memo to Council - 2021 JAG Grant	11/29/2021	Cover Memo
JAG_Grant_FY22_Resolution.de	oc JAG Resolution	11/8/2021	Backup Material
JAG-Local-Allocations-FL.pdf	JAG Local Allocations	11/8/2021	Backup Material
Project_Information.pdf	JAG Project Information	11/8/2021	Backup Material
Proposal_Narrative.docx.pdf	JAG Proposal Narrative	11/8/2021	Backup Material
Award_Letter.pdf	JAG Award Letter	11/8/2021	Backup Material
REVIEWERS:			
Department	Reviewer	Action	Date
Police	Madden, Michael	Approved	11/8/2021 - 4:37 PM
Purchasing	Williams, Glendora	Approved	11/8/2021 - 4:47 PM
Finance	sherman, randy	Approved	11/9/2021 - 8:03 AM
Attorney	Wynn, Dawn	Approved	11/9/2021 - 11:08 AM
City Clerk	Smith, Tawanna	Approved	11/9/2021 - 11:54 AM
City Manager			



"The Best Waterfront City in Which to Live, Work And Play."

#### CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** NATHAN OSGOOD, CHIEF OF POLICE

SUBJECT: ACCEPTANCE OF GRANT FUNDS

FY22 EDWARD BYRNE MEMORIAL JUSTICE

ASSISTANCE GRANT (JAG)

**DATE:** DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

#### **Background:**

On June 15, 2021, the Bureau of Justice Assistance announced that \$33,517 was allocated to the Riviera Beach Police Department through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. On July 27, 2021, the Police Department submitted the required grant application, and received award notification on October 8, 2021. This grant will be used to purchase a Polaris All-Terrain Vehicle (ATV) and additional police bicycles for the Riviera Beach Police Department's Community Policing Unit (COP).

The COP Unit is tasked with the responsibility of engaging the community through neighborhood events and have hosted approximately 120 events each year since the Unit has been active. The ATV would allow the Unit to assist patrons at events, as well as expediting transport of the injured to a staging area where medical assistance can be received. The ATV will also assist law enforcement with accessing areas that police vehicles cannot travel.

As part of the community policing effort, the Police Department has created a Police Bike Unit; this effort is being expanded. The goal of the Bike Unit is to have officers conduct patrol in a manner where they are more accessible and less intimidating to the public. The Unit currently has eight bicycles, and would like to acquire an additional eight. This will allow the Unit the ability to conduct a bike patrol during each shift.

## **City Goals:**

The Citywide goal is to help the COP Unit create a more accessible and less intimidating persona to the public, creating more positive interactions with citizens and visitors of the City.

## **Fiscal/Budget Impact:**

Fund	Account Number	Account Description	Amount
Revenue	TBD	Federal JAG Grant	\$33,517
Expenditure	TBD	Federal JAG Grant	\$33,517

## **Recommendation:**

Staff recommends the City Council accept the JAG Grant in the amount of \$33,517, authorizing the Director of Finance and Administrative Service to set up a budget to expend the funds.

## **Attachments:**

- JAG Local Allocations for Florida
- JAG Proposal Narrative
- JAG Project Information
- JAG Award Letter
- JAG Resolution No. 132-21

#### **RESOLUTION NO. 132-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH. PALM BEACH COUNTY. FLORIDA, **AUTHORIZING** ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM THE AMOUNT (JAG) OF \$33,517; **AUTHORIZING THE DIRECTOR OF FINANCE AND** ADMINISTRATIVE SERVICES TO SET UP THE **BUDGET: AND PROVIDING AN EFFECTIVE DATE.** 

**WHEREAS**, the Department of Justice has established an Edward Byrne Memorial Justice Assistance Grant (JAG); and

**WHEREAS**, the City of Riviera Beach has been allocated funds in the amount of \$33,517; and

WHEREAS, the awarded funds will be used by the Police Department to purchase a Polaris All-Terrain Vehicle and eight (8) additional Bicycles for the Community Policing Unit.

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

**SECTION 1:** The Director of Finance and Administrative Services is authorized to accept Grant Funds in the amount of \$33,517 on behalf of the City.

**SECTION 2:** The Director of Finance and Administrative Services set up a budget to expend the funds.

**SECTION 3:** This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this	day of	, 2021.

RESOLUTION NO. 131-21 PAGE 2	
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S. WYNN, CITY ATTORNEY
T. MCCOY:	DATE:
K. MILLER-ANDERSON:	_
S. LANIER:	_
J. BOTEL:	_
D. LAWSON:	

#### **2021 Florida Local JAG Allocations**

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

#### Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	\$26,798	
FL	CORAL SPRINGS CITY	Municipal	\$17,765	
FL	DANIA BEACH CITY	Municipal	\$17,684	
FL	DAVIE TOWN	Municipal	\$21,492	
FL	DEERFIELD BEACH CITY	Municipal	\$27,314	
FL	FORT LAUDERDALE CITY	Municipal	\$86,405	
FL	HALLANDALE BEACH CITY	Municipal	\$16,922	
FL	HOLLYWOOD CITY	Municipal	\$34,388	
FL	LAUDERDALE LAKES CITY	Municipal	\$25,655	
FL	LAUDERHILL CITY	Municipal	\$48,589	
FL	MIRAMAR CITY	Municipal	\$28,702	
FL	NORTH LAUDERDALE CITY	Municipal	\$19,234	
FL	OAKLAND PARK CITY	Municipal	\$23,016	
FL	PEMBROKE PINES CITY	Municipal	\$26,934	
FL	PLANTATION CITY	Municipal	\$18,527	
FL	POMPANO BEACH CITY	Municipal	\$74,380	
FL	SUNRISE CITY	Municipal	\$16,133	
FL	TAMARAC CITY	Municipal	\$14,392	\$544,330
FL	LEON COUNTY	County	\$28,593	
FL	TALLAHASSEE CITY	Municipal	\$116,059	\$144,652
FL	PINELLAS COUNTY	County	\$44,563	
FL	ST PETERSBURG CITY	Municipal	\$138,640	\$183,203

FL	ALACHUA COUNTY	County	\$56,833	
FL	ALTAMONTE SPRINGS CITY	Municipal	\$10,311	
FL	APOPKA CITY	Municipal	\$17,656	
FL	BAY COUNTY	County	\$28,403	
FL	BELLE GLADE CITY	Municipal	\$17,520	
FL	BOCA RATON CITY	Municipal	\$16,704	
FL	BOYNTON BEACH CITY	Municipal	\$40,482	
FL	BRADENTON CITY	Municipal	\$28,457	
FL	BREVARD COUNTY	County	\$51,990	
FL	CAPE CORAL CITY	Municipal	\$19,806	
FL	CASSELBERRY CITY	Municipal	\$10,610	
FL	CHARLOTTE COUNTY	County	\$27,505	
FL	CITRUS COUNTY	County	\$30,198	
FL	CLAY COUNTY	County	\$43,475	
FL	CLEARWATER CITY	Municipal	\$42,359	
FL	COCOA CITY	Municipal	\$13,902	
FL	COLLIER COUNTY	County	\$73,972	
FL	COLUMBIA COUNTY	County	\$13,358	
FL	DAYTONA BEACH CITY	Municipal	\$62,736	
FL	DE LAND CITY	Municipal	\$15,344	
FL	DELRAY BEACH CITY	Municipal	\$31,395	
FL	ESCAMBIA COUNTY	County	\$116,168	
FL	FLAGLER COUNTY	County	\$16,187	
FL	FLORIDA CITY	Municipal	\$26,444	
FL	FORT MYERS CITY	Municipal	\$49,514	
FL	FORT PIERCE CITY	Municipal	\$23,234	
FL	GAINESVILLE CITY	Municipal	\$78,053	
FL	GREENACRES CITY	Municipal	\$11,834	
FL	HENDRY COUNTY	County	\$11,236	
FL	HERNANDO COUNTY	County	\$37,761	
FL	HIALEAH CITY	Municipal	\$41,053	
FL	HIGHLANDS COUNTY	County	\$18,473	
FL	HILLSBOROUGH COUNTY	County	\$153,386	
FL	HOMESTEAD CITY	Municipal	\$56,289	
FL	INDIAN RIVER COUNTY	County	\$23,914	
FL	JACKSONVILLE BEACH CITY	Municipal	\$10,855	
FL	JACKSONVILLE CITY	Municipal	\$460,184	
FL	KISSIMMEE CITY	Municipal	\$27,369	
FL	LAKE CITY	Municipal	\$13,222	
FL	LAKE COUNTY	County	\$39,122	
FL	LAKE WORTH CITY	Municipal	\$34,606	
FL	LAKELAND CITY	Municipal	\$27,695	
FL	LARGO CITY	Municipal	\$27,641	
FL	LEE COUNTY	County	\$103,572	
FL	LEESBURG CITY	Municipal	\$15,806	
FL	LEVY COUNTY	County	\$37,571	
FL	MADISON COUNTY	County	\$10,991	

FL	MANATEE COUNTY	County	\$113,910	
FL	MARION COUNTY	County	\$79,849	
FL	MARTIN COUNTY	County	\$26,172	
FL	MELBOURNE CITY	Municipal	\$50,330	
FL	MIAMI BEACH CITY	Municipal	\$70,925	
FL	MIAMI CITY	Municipal	\$249,367	
FL	MIAMI GARDENS CITY	Municipal	\$69,456	
FL	MIAMI-DADE COUNTY	County	\$453,573	
FL	MONROE COUNTY	County	\$14,691	
FL	NASSAU COUNTY	County	\$14,555	
FL	NEW PORT RICHEY CITY	Municipal	\$11,726	
FL	NORTH MIAMI BEACH CITY	Municipal	\$24,676	
FL	NORTH MIAMI CITY	Municipal	\$41,135	
FL	OCALA CITY	Municipal	\$37,163	
FL	OCOEE CITY	Municipal	\$12,188	
FL	OKALOOSA COUNTY	County	\$42,958	
FL	OKEECHOBEE COUNTY	County	\$12,923	
FL	OPA-LOCKA CITY	Municipal	\$28,267	
FL	ORANGE COUNTY	County	\$382,076	
FL	ORLANDO CITY	Municipal	\$178,252	
FL	ORMOND BEACH CITY	Municipal	\$12,678	
FL	OSCEOLA COUNTY	County	\$60,397	
FL	PALM BAY CITY	Municipal	\$37,027	
FL	PALM BEACH COUNTY	County	\$140,735	
FL	PALM SPRINGS VILLAGE	Municipal	\$11,535	
FL	PANAMA CITY	Municipal	\$21,601	
FL	PASCO COUNTY	County	\$116,903	
FL	PENSACOLA CITY	Municipal	\$24,920	
FL	PINELLAS PARK CITY	Municipal	\$17,929	
FL	PLANT CITY	Municipal	\$15,072	
FL	POLK COUNTY	County	\$97,315	
FL	PORT ST LUCIE CITY	Municipal	\$18,962	
FL	PUTNAM COUNTY	County	\$11,671	
FL	RIVIERA BEACH CITY	Municipal	\$33,517	
FL	SANFORD CITY	Municipal	\$36,265	
FL	SANTA ROSA COUNTY	County	\$18,445	
FL	SARASOTA COUNTY	Municipal	\$26,634	
FL	SARASOTA COUNTY	County	\$39,258	
FL	SEMINOLE COUNTY	County	\$42,522	
FL	ST JOHNS COUNTY	County	\$23,288	
FL	ST LUCIE COUNTY	County	\$20,785	
FL	SUMTER COUNTY	County	\$17,031	
FL	SUWANNEE COUNTY	County	\$10,991	
FL	TAMPA CITY	Municipal	\$136,164	
FL	TAYLOR COUNTY	County	\$10,937	
FL	TITUSVILLE CITY	Municipal	\$25,981	
FL	VOLUSIA COUNTY	County	\$47,256	

FL	WALTON COUNTY	County	\$10,393	
FL	WEST PALM BEACH CITY	Municipal	\$75,931	
FL	WINTER GARDEN CITY	Municipal	\$13,113	
FL	WINTER HAVEN CITY	Municipal	\$16,731	
	Local total		\$6,103,560	

- Award Letter
- > Award Information
- → Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

**Awarding Agency** 

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program -

**Program Office** 

**Local Solicitation** 

BJA

OJP

**Application Number** 

GRANT13429321

Grant Manager Name Phone Number

202-353-3503

Tamaro White

E-mail Address

Tamaro.White@ojp.usdoj.gov

## **Project Title**

Purchasing equipment

**Performance Period** 

**Start Date** 

Performance Period End

**Budget Period End Date** 

Date

10/01/2020

09/30/2024

**Budget Period Start** 

Date

09/30/2024

10/01/2020

#### **Project Description**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states

10/21/21, 2:20 PM Active Funded Award

and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

- > Financial Information
- > Award Conditions
- > Award Acceptance

#### **Proposal Narrative**

BJA FY 21 Edward Bryne Memorial Justice Assistance Grant Comp # (C-BJA-2021-00150-PROD)

Community Policing, which is based on having positive interactions with citizens, is a priority of the Riviera Beach Police Department. The Riviera Beach Police Department's Community Policing Unit (COP) is currently requesting the purchase of a Polaris All-Terrain Vehicle (ATV) and additional police bicycles to complement their current bike unit. The COP Unit is tasked with the responsibility of engaging the community through neighborhood events and have hosted approximately one hundred and twenty (120) events each year the unit has been active. The City of Riviera Beach is a beachfront community and has the largest beach in Palm Beach County. Many events are held on the beach, as it is one of the city's greatest assets and is a destination spot for tourists, residents, and others.

Using the beach, however, presents numerous challenges, and does not possess all of the necessary equipment that would create a more efficient event. Patrons, specifically the elderly, who attend beach events often need assistance coming and going as it is difficult to navigate the sand; an ATV would allow transport for those in need of assistance. Some of these events are sporting events, and injuries occur; an ATV would expedite transport of the injured to a staging area where medical assistance could be received. There are numerous other locations where events are held, specifically, at the City Marina, where vehicles are unable to patrol. Having an ATV would allow more efficient patrol of these events, which often are in excess of 1,500 people. Lastly, they allow a more community oriented style of patrol, as officers are more accessible and less intimidating to members of the public.

As part of the community policing effort, the police department has created a police bike unit. The goal of the bike unit is to have officers conduct patrol in a manner where they are more accessible and less intimidating to the public. Currently, the police department has eight bicycles, which is less than one quarter of our patrol staff. The police department's priorities are to have each officer conduct bike patrol each shift; this would be possible with the acquisition of the requested police bikes. The community has responded favorably with the current bicycle patrols, and want it in each community; this purchase would help assist with this effort.

## ✓ Award Letter

October 8, 2021

Dear Rashaun Brooks,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by RIVIERA BEACH, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$33,517.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

#### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

10/21/21, 2:18 PM Active Funded Award

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

# Memorandum Regarding NEPA

**NEPA Letter Type** 

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

**NEPA** Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

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b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <a href="https://www.bja.gov/Funding/nepa.html">https://www.bja.gov/Funding/nepa.html</a>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator		
First Name	Middle Name	Last Name
Orbin	-	Terry

- > Award Information
- > Project Information
- > Financial Information
- > Award Conditions
- > Award Acceptance

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

**Agenda Category**: PRESENTATIONS

Subject: PROCLAMATION DECLARING DECEMBER 1,2021 AS WORLD AIDS DAY

Recommendation/Motion:

Originating Dept OFFICE OF THE MAYOR Costs

User Dept. Funding Source

Advertised No Budget Account Number

**Date** 

**Paper** 

Affected Parties Not Required

#### Background/Summary:

WORLD AIDS DAY IS DECEMBER 1 OF EVERY YEAR SINCE 1988.IT IS A INTERNATIONAL DAY DEDICATED TO RAISING AWARENESS OF THE AIDS PANDEMIC CAUSED BY THE SPREAD OF HIV INFECTION AND MOURNING THOSE WHO HAVE DIED FROM THIS DISEASE.

**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	<b>Upload Date</b>	Type
Proclamation_World_AIDS_Day_11.9.21.doc	PROCLAMATION WORLD AIDS DAY	11/22/2021	Cover Memo

#### **REVIEWERS:**

Department	Reviewer	Action	Date
Mayor	Felder, Ronnie	Approved	11/22/2021 - 3:48 PM
Purchasing	Williams, Glendora	Approved	11/22/2021 - 4:28 PM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 9:41 AM
Attorney	Wynn, Dawn	Approved	11/23/2021 - 9:44 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 9:56 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:55 PM



# FROM THE OFFICE OF THE MAYOR CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA DECLARING DECEMBER 1,2021 AS NATIONAL AIDS DAY

**Differens**, the COVID-19 pandemic has changed our world immeasurably and COVID-19 lockdowns and other restrictions disrupted HIV testing, and in many countries, led to steep drops in diagnoses and referrals to HIV treatment; and

**Whereas**, world-wide an estimated 37.7 million people are living with HIV, and an estimated 15 million new infections occurred in 2020, which is an estimated 4,100 every day; and

**Discress**, world-wide 16% of people infected don't know their status and only 73% of persons with HIV (PWH) are currently accessing life-saving antiretroviral therapy (ART); and

**Whereas**, the global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV; and

**Whereas**, the Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "WORLD AIDS DAY", and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

**Whereas**, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all PWH will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

**Whereas**, the World AIDS DAY theme in United States for 2021 is "Ending the HIV Epidemic: Equitable Access, Everyone's Voice"; and

**Whereas**, in Palm Beach County more than 8,200 persons are living with HIV and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV Care Council, through its partners and working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

**Row, Therefore**, be it finally resolved that, I, Ronnie L. Felder, Mayor of the City of Riviera Beach in Palm Beach County, by the power vested in me by the residents of Riviera Beach, do hereby proclaim

## DECEMBER 1, 2021 AS "WORLD AIDS DAY"

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of Riviera Beach to be affixed on this 1st day of December, Two thousand Twenty-One, A.D.

Ronnie L. Felder, Mayor	
ATTEST:	
Claudene L. Anthony CMC City C	

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

**Agenda Category**: PRESENTATIONS

Subject: FEDERAL LOBBYIST UPDATE

Recommendation/Motion:

Originating Dept City Manager's Office Costs

User Dept. Funding Source

Advertised No Budget Account Number

**Date** 

**Paper** 

Affected Parties Not Required

## Background/Summary:

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

#### **III. Review Comments**

- A. Finance Department Comments:
- B. Purchasing/Intergovernmental Relations/Grants Comments:
- C. Department Director Review:

Contract Start Date

Contractor Address Contractor Phone Number Contractor Email Type of Contract Describe ATTACHMENTS: File Name Description **Upload Date** Type Alcalde\_\_Fay\_Water\_Infrastructure\_Fed\_Funding\_Memo\_- MEMO Backup 11/23/2021 Riviera\_Beach.pdf Material **REVIEWERS:** Department Reviewer Action Date

Approved

Monroe, Luecinda

11/23/2021 - 12:17

PM

Contract End Date

Renewal Start Date

Renewal End Date

Contractor Contact

Contractor Company Name

**Dollar Amount** 

City Manager

Number of 12 month terms this renewal

# Alcalde & Fay

#### GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

#### November 19th, 2021

#### **MEMORANDUM**

TO: Riviera Beach, Florida

FROM: Maurice Kurland, Partner

Jeremiah Van Auken, Associate

Subject: Summary of Federal Funding Mechanisms for Water Infrastructure

#### **Drinking Water State Revolving Fund (DWSRF) Program**

The DWSRF Program is a federal-state partnership that provides financial support to water systems and state drinking water programs by providing low-interest loans to entities planning, designing, or constructing public water facilities. The DWSRF Program receives annual capitalization grants from the Environmental Protection Agency (EPA), which are then allocated to projects throughout the state. State DWSRF offices develop ranking systems for projects based on human health risks, necessity to ensure compliance with the Safe Drinking Water Act, and assistance to facilities and areas in most need. Both public and privately-owned community water systems are eligible for project funding from the DWSRF program. Entities are eligible to receive funding for a 20-year period, or 30-year period if the entity qualifies as financially disadvantaged. Disadvantaged communities are defined as having a public water system that serves a population of less than 10,000 and those 10,000 people have a household income lower than the state average.

More information can be found here.

The State of Florida's Department of Environment Protection (FDEP) administers the DWSRF program, and the FDEP contact for DWSRF application and implementation can be found <a href="DWSRF Program">DWSRF Program</a> |
Florida Department of Environmental Protection

#### Clean Water State Revolving Fund (CWSRF) Program

The CWSRF Program provides low-interest loans to organizations for planning, designing, or constructing water pollution control facilities. The CWSRF Program intends to fund projects that effectively treat wastewater, manage stormwater, as well as for estuary conservation, non-point source pollution management, and fix high priority public health and water quality concerns. Applicants are encouraged to have a project ready for construction, as planning and design loans typically take longer to get started. Priority will be given to projects that are the most environmentally beneficial. These projects will reduce public health hazards, protect groundwater, promote water reclamation and reuse, and enable compliance with pollution and toxin control. Programs are also encouraged to promote environmentally sound growth and support sustainable systems. Funds are made available in three different loan types; planning loans, design loans, and construction loans. Loan terms include a 20-year amortization and low-interest rates. Financing options are based on median household income, poverty index, unemployment index, but average 50% less of the market rate.

More information can be found here.

The State of Florida's Department of Environment Protection (FDEP) administers the CWSRF program, and the FDEP contact for CWSRF implementation can be found <a href="https://floridadep.gov/wra/srf/content/cwsrf-program">https://floridadep.gov/wra/srf/content/cwsrf-program</a>

#### Water Infrastructure Finance and Innovation Act (WIFIA)

The Water Infrastructure Finance and Innovation Act of 2014 established a federal credit program administered by the Environmental Protection Agency for eligible water and wastewater infrastructure projects. The program is intended to fund clean water state revolving fund projects, drinking water state revolving fund projects, enhanced energy efficiency projects, seawater desalination projects, drought prevention and mitigation, property acquisition for environmental impact mitigation, or a combination of eligible projects. Eligible entities include local, state, tribal, and federal government entities, partnerships and joint ventures, and Clean Water and Drinking Water State Revolving Fund programs. Large communities are eligible to receive a minimum grant of \$20 million while small communities are eligible for a minimum grant of \$5 million.

More information on WIFIA can be found here.

#### American Rescue Plan Act (ARPA) - Water/Sewer

The \$1.9 trillion, American Rescue Plan Act, that passed back in March, provided \$350 billion for State and Local Fiscal Recovery. \$130.2 billion of that amount split between counties and municipalities with allocations based on population to every county and city. [Unlike the CARES Act, provided \$150 billion in aid only to counties or cities over 500,000 in population, and no specific requirement to sub-allocate to counties or cities with population less than 500,000.] The ARPA State and Local Fiscal Recovery Aid allocations to be distributed via 50% within the first year of enactment, and the remaining 50% the next year with all funds to be expended by 2024. The ARPA bill specifically provides as an eligible use – "to make necessary investments in water, sewer, or broadband infrastructure."

#### "Infrastructure Investment and Jobs Act" - Water Provisions

The \$1.2 trillion - Infrastructure Investment and Jobs Act — also known as the Bipartisan Infrastructure Deal (or Framework), encompasses a five-year reauthorization of transportation programs; along with funding for water infrastructure, electric vehicle charging stations, and broadband. The primary water program component is \$55 billion toward water and wastewater infrastructure including replacement of lead pipes. Of this amount, \$23.426 billion is directed to capitalize the drinking water and clean water revolving loan programs, with forty-nine per cent of those funds for grants or forgivable loans to disadvantaged communities. Separately, \$15 billion is in the bill to replace lead drinking and water service lines. Moreover, \$250 million is authorized for midsize and large water systems (population 10,000 or more) for an "infrastructure resilience and sustainability" grant program to plan, design, construct, implement, operate and maintain programs or projects that increase resilience to natural hazards and extreme weather events or reduce cyber security vulnerabilities.

Appropriations "Community Project Funding" requests - State and Tribal Assistance Grants

#### ALCALDE & FAY

#### GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

Each year, Congress must pass its 12 annual federal appropriations bills including the Interior and Environment Bill to fund the general operations of the Department of Interior and Environmental Protection Agency (EPA), that includes providing funding for the Drinking Water and Clean Water State Revolving Loan fund programs. Separately, after a ten year lapse in availability, Congress allowed for "community project requests" this year to be submitted by individual members for priority projects within their districts. [Note: there was a limitation of the submission of only ten projects in total; and individual Members of Congress could elect not to participate in submitting projects.] Among the types of projects that could be pursued were for water project funding. These Congressional Member requested projects funded in amounts ranging between \$250,000 and \$2 million, and if funded administered by the EPA as State and Tribal Assistance Grants.

Please let us know if you have questions or would like to discuss the direct application of any of the above described programs as part of the City's planning, design, and construction of a new water treatment plant.

## CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: ORDINANCE ON SECOND READING

AMENDING THE POWERS AND DUTIES OF THE CITY MANAGER TO

INCREASE THE CITY MANAGER'S AUTHORITY TO AWARD AND SIGN CONTRACTS TO \$50,000 PROVIDED FUNDING FOR THE CONTRACT HAS

BEEN APPROVED AS PART OF THE ANNUAL BUDGET;

Staff recommends adoption of Ordinance No. 4186 and 4190 on second Recommendation/Motion:

reading.

Originating CITY MANAGER'S OFFICE Costs

Dept

CITY MANAGER'S OFFICE & PROCUREMENT User Dept. **Funding Source** 

**Advertised** No **Budget Account Number** 

**Date** 

Subject:

**Paper** 

Affected Parties Not Required

#### Background/Summary:

The above-referenced ordinances were approved by the City Council on first reading at the October 6 City Council Meeting. The ordinances are before the City Council now for second/final reading and adoption. Currently, the City Manager is authorized to sign and enter contracts/agreement of up to \$25,000. See Sec. 2.177(9) and Sec. 16.5-61 of Code of Ordinances. The threshold amount for procurement of \$25,000.00 was adopted by the City Council in 2012. See Ordinance No. 4010.

CITY CITY MANAGER'S SIGNING AUTHORIT	riovever, it appears
Lake Worth \$50,000	that the \$25,000 limit, approved in
Palm Beach \$50,000 Gardens	2012, is no longer in
Delray Beach \$65,000	line with best practices and the
North Palm Beach \$25,000	current cost for
Wellington \$24, 999	goods and services
Boca Raton \$100,000 (goods & services); \$150 (construction)	which have increased during that
Boynton Beach \$34,999	time. The table
Royal Palm Beach \$20,000-\$50,000 and Over \$50,000	

	Jupiter	\$10,000 - 50,000	below describes the
Ī	West Palm Beach	(Mayor): \$50,000 (goods); \$100,000 (construction)	current City Manager
	AVG	\$49,998	or City Administrator authority for cities in

Palm Beach County.

A review of purchase orders for FY 2012 and FY 2021 were conducted by Finance. Based upon the review, the following should be noted:

	Purchase Orders	Amount of Purchase Orders
FY 2012	2,461	\$20,160,316
FY 2021	4,738	\$51,791,800
% Increase from FY 2012 to 2021	Approx.100%	Greater than 150%

Proposed Ordinance No. 4186 and Ordinance No. 4190, if adopted, would increase the City Manager's authority to sign and enter contracts or agreements in the amount not to exceed \$50,000.00. The spending authority is reflected by the creation of subparagraph 10, in Sec. 2-176 (Powers and Duties of City Manager), in proposed Ordinance No. 4186, and by amendment of Sec. 16.5-61 (Competitive Sealed Bidding) of the Procurement Code, in proposed Ordinance No. 4190.

The increase will reduce the level of administrative effort and help staff provide service in a timely manner consistent with Vision 2030 and the goals to be reached with *Reimagine Riviera Beach*.

Additionally, Ordinance No. 4186 provides for the deletion of Sec. 2-177 which grants the authority to expend \$7500.00 in cases of public emergency as disasters, etc. This provision was codified in 1957 and has not been amended. However, the Procurement Code provides for the City Manager's emergency management powers in Sec. 16.5-66 (Emergency procurements), without imposing the above spending limitation. The procurement emergency provisions were adopted in 2012, repealing Sec. 2-177. So, this section is being deleted.

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	Туре
1-CM-City_Council_Memo-Cross- Connection_Program- _Ordinance_(002).docx	MEMO TO COUNCIL_CONCERNING THE CITY MANAGER'S SPENDING AUTHORITY	11/19/2021	Cover Memo
Ordinance_4186.pdf	ORDINANCE 4186	9/23/2021	Ordinance
Ordinance_4190.pdf	ORDINANCE 4190	9/23/2021	Ordinance
PROOF_OF_PUBLICATION_ORD4186.pd	PROOF OF PUBLICATION FOR ORD. NO. 4186	10/11/2021	Backup Material
PROOF_OF_PUBLICATION_ORD4190.pd	PROOF OF PUBLICATION FOR ORD. NO. 4190	10/11/2021	Backup Material

#### **REVIEWERS**:

Department	Reviewer	Action	Date
City Manager	Monroe, Luecinda	Approved	11/23/2021 - 9:24 AM
Purchasing	Williams, Glendora	Approved	11/23/2021 - 9:36 AM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 9:40 AM
Attorney	Wynn, Dawn	Approved	11/23/2021 - 9:42 AM

City Clerk Smith, Tawanna Approved 11/23/2021 - 9:58 AM
City Manager Jacobs, Deirdre Approved 11/23/2021 - 6:55 PM



"The Best Waterfront City in Which to Live, Work And Play."

#### CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, UTILITY SPECIAL

**DISTRICT** 

SUBJECT: CROSS-CONNECTION CONTROL PROGRAM

**DATE:** DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

#### **Background:**

On May 5, 2021, the Utility Special District presented the City Council with Ordinance 4167 to amend the City's current ordinance regarding cross-connection control. Enactment of this amended ordinance is in alignment with 62-555.360, Florida Administrative Code, as required by the Florida Department of Environmental Protection.

The City Council has previously enacted Cross-Connection regulations to protect the City's drinking water system from contaminants. Cross-connections occur when there is a temporary or permanent connection between the City's public water system or consumer's potable water system, and any source or system, containing non-potable water, or other substances, such as pool water or irrigation systems. Backflow devices are designed to protect potable water and the City's water supply system from contaminants where piping may be cross-connected and such cross-connections cannot be eliminated.

Ordinance 4167 completed first reading on May 5, 2021 and the second reading on May 19, 2021, with it being approved by the City Council, yet vetoed by the Mayor, citing the reason for lack of public education on the matter. Since this time, staff has attended courses at the University of Florida TREEO to receive certifications in cross-connection control, surveying, inspections and program management, as well as the required licensure from the Florida DEP to test and repair City owned backflow devices. This knowledge will be shared by staff through attending the rate increase meetings, and helping to raise awareness of this

pertinent ordinance and issue. Furthermore, a FAQ page will be created and posted to the City's Utility page to assist answering many of the commonly asked questions concerning cross-connections.

The City Council finds that it is in the best interest of public health and safety to ensure that all backflow preventers continue to properly operate. The City Council desires to amend the City's Code of Ordinances to provide for additional Cross-Connection regulations that achieve the compelling government interest of protecting the City's drinking water supply.

#### **City Goals:**

The Citywide goal is to Accelerate Operational Excellence.

## **Fiscal/Budget Impact:**

No Fiscal Impact.

#### **Recommendation:**

1. Staff recommends that City Council approves Resolution Number 117-21 and Ordinance Number 4167, which was vetoed by the Mayor, after the City Council approved Ordinance Number 4167 post second reading on May 19, 2021.

## **Attachments:**

1. Ordinance Number 4167

#### ORDINANCE NO. 4186

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-176, RELATING TO THE POWERS AND DUTIES OF THE CITY MANAGER TO INCREASE THE CITY MANAGER'S AUTHORITY TO AWARD AND SIGN CONTRACTS UP TO AN AMOUNT NOT TO EXCEED \$50,000; DELETING SECTION 2-177, THE EMERGENCY POWERS PROVISION FOR THE CITY MANAGER; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*

WHEREAS, the City of Riviera Beach is a home rule municipality organized under the Constitution and the laws of the State of Florida; and

WHEREAS, the City Charter provides that the City Manager is the "chief administrative officer and the head of the administrative of the administrative branch of the city government"; and

WHEREAS, the City Council desires to increase the City Manager's authority to sign and enter contracts, purchase orders and agreements in an amount not to exceed \$50,000; and

WHEREAS, the emergency purchasing power of the City Manager which is in the current Code is outdated and conflicts with the City Manager's authority pursuant to the Procurement Code.

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

**SECTION 1**: The Code of Ordinances of the City of Riviera Beach, Florida at Chapter 2, ADMINISTRATION, ARTICLE IV. OFFICERS AND EMPLOYEES, DIVISION 2 (CITY MANAGER) is hereby amended at Sec. 2-176 to read as follows:

#### Sec. 2-176. - Powers and duties.

The city manager shall be the chief administrative officer of the city. The city manager may head one or more departments and shall be responsible to the city council for the proper

administration of all affairs of the city. The city manager shall have power and shall be required to do the following:

- (1) Appoint and, when necessary for the good of the service, suspend or remove all officers and employees of the city except as otherwise provided for by the Charter or laws and except as he or she may authorize the head of a department or office to appoint, suspend or remove subordinates in such department or office.
- (2) Prepare the budget annually and submit it to the legislative body together with a message describing the important features and be responsible for its administration after adoption.
- (3) Prepare and submit to the city council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.
- (4) Keep the city council advised of the financial condition and future needs of the city and make such recommendations as he or she may deem advisable.
- (5) Recommend to the city council a standard schedule of pay for each appointive office and position in the city's service including minimum, intermediate and maximum rates.
- (6) Recommend to the city council adoption of such measures as he or she may deem necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.
- (7) Consolidate or combine offices, positions, departments or units under his or her jurisdiction with the approval of the city council.
- (8) Attend all meetings of the city council unless excused and take part in the discussion of all matters coming before the city. The city manager shall be entitled to notice of all regular and special meetings of the city council.
- (9) Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget and unless otherwise authorized by city council after the effective date of this section, the city manager's spending authority for contracts, agreements, or other types of expenditures, shall be the same as the amount authorized in the city's procurement code or procurement policies irrespective of whether the expenditure falls under the procurement code or procurement policies. The city manager may issue such rules governing purchasing procedures within the administrative organization, as the city council shall approve, provided that such rules are consistent with the procurement code.
- (10) For contracts, agreements or other types of purchasing expenditures, the city manager, without the prior city council approval, shall have spending authority in the amount not to exceed \$50,000.00.
  - (1140) See that all laws and ordinances are duly enforced.

Coding: Words with strikethroughs are deletions; words underlined are additions.

- (12 ++) Investigate the affairs of the city or any department or division. Investigate all complaints in relation to matters concerning the administration of the government of the city and in regard to service maintained by the public utilities of the city and see that all franchises, permits and privileges granted by the city are faithfully observed.
  - (13 12) Devote his or her entire time to the discharge of his or her official duties.
- (14 +3)Perform such other duties as may be required by the city council not inconsistent with the Charter, laws or ordinances.
- **SECTION 2**: The Code of Ordinances of the City of Riviera Beach, Florida at Chapter 2, ADMINISTRATION, ARTICLE IV. OFFICERS AND EMPLOYEES, DIVISION 2 (CITY MANAGER) is hereby amended at Sec. 2-177 by deleting the following:

#### Sec. 2-177. - Emergency powers.

In case of accident, disaster or other circumstances creating a public emergency, the city manager may award contracts and make purchases for meeting the emergency in any amount not to exceed \$7,500.00. He shall file promptly with the city council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

- SECTION 3: Repeal of Law in Conflict. 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 4:** Severability. If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of the Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstances(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.
- SECTION 5: Codification. Specific authority is hereby granted to codify this Ordinance.
- <u>SECTION 6:</u> <u>Effective Date.</u> This Ordinance shall be in full force and effect immediately upon its final passage and adoption.

PASSED AND APPROVED on the first reading	ng this, 2021.
PASSED AND ADOPTED on the second and	final reading this day of 2021.
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CMC CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	JULIA A. BOTEL, Ed.D. COUNCILPERSON
SECONDED BY:	
J. BOTEL:  D. LAWSON:	Reviewed as to form and legal sufficiency
T. McCOY:	Date
K. MILLER-ANDERSON:	Dawn S. Wynn, City Attorney
S. LANIER:	

#### **ORDINANCE NO. 4190**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 16.5, PROCUREMENT CODE, ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION, DIVISION 1. METHODS OF SOURCE SELECTION SECTION 16.5-61, COMPETITIVE SEALED BIDDING, TO REQUIRE THAT ALL CONTRACTS EXCEEDING \$50,000 BE AWARDED BY COMPETITIVE SEALED BIDDING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*

WHEREAS, the City of Riviera Beach is a home rule municipality organized under the Constitution and the laws of the State of Florida; and

**WHEREAS**, the City Council desires to increase the requirement that all contracts exceeding \$25,000 be awarded by competitive sealed bidding to \$50,000.

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

SECTION 1: The Code of Ordinances of the City of Riviera Beach, Florida at Chapter 16.5 – PROCUREMENT CODE. ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION. DIVISION 1. METHODS OF SOURCE SELECTION is hereby amended at Sec. 16.5-61(a) to read as follows:

## Sec. 16.5-61. - Competitive Sealed Bidding.

- (a) Conditions for use. All contracts of the city exceeding \$50,000.00 \$25,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in Sections 16.5-62 (Competitive sealed proposals), 16.5-63 (Contracting for designated professional services), 16.5-64 (Small purchases), 16.5-65 (Sole source procurement), 16.5-66 (Emergency procurements), or 16.5-171 (Public announcement and selection process) of this chapter, or as otherwise approved in public session by city council.
- SECTION 2: Repeal of Law in Conflict. 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 3:** Severability. If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of the Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstances(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

SECTION 4: Codification. Specific authority is hereby granted to codify this Ordinance.

**SECTION5:** Effective Date. This Ordinance shall be in full force and effect immediately upon its final passage and adoption.

PASSED AND APPROVED on the first reading this _	day of, 2021.
PASSED AND ADOPTED on the second and final rea	ading this day of 2021.
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CMC CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	JULIA A. BOTEL, Ed.D. COUNCILPERSON
SECONDED BY:	
J. BOTEL: D. LAWSON:	Reviewed as to form and legal sufficienc
T. McCOY:	Date
K. MILLER-ANDERSON:	Dawn S. Wynn, City Attorney
S. LANIER:	

**Order Confirmation** 

Ad Order Number <u>Customer</u> <u>Payor Customer</u> <u>PO Number</u>

0000664274 RIVIERA BEACH, CITY OF RIVIERA BEACH, CITY OF

Sales Rep. Customer Account Payor Account Ordered By

35942 35942 Claudine Robinson

<u>Order Taker</u> <u>Customer Address</u> <u>Payor Address</u> <u>Customer Fax</u>

teal.pontarelli 10682 PO DRAWER 10682 PO DRAWER

RIVIERA BEACH FL 334190682 USA RIVIERA BEACH FL 334190682 USA

<u>Order Source</u> <u>Customer Phone</u> <u>Payor Phone</u>

Non Web 5618454000 5618454000 <u>Special Pricing</u>

Invoice Text Ad Order Notes

 Net Amount
 Tax Amount
 Total Amount
 Payment Amount
 Amount Due

 \$258.00
 \$0.00
 \$258.00
 \$0.00
 \$258.00

**Customer EMail** 

Ad Number Ad Type Production Method Production Notes

0000664274-01 Legal AdBooker

External Ad Number Ad Attributes Ad Released Pick Up

No 0000580193

Ad Size Color 1 X 75 li

Run Date	<u>Product</u>	<u>Placement</u>	Sched Cst	Disc/Prem	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
10/09/2021	P-Palm Beach Post	Legals	\$258.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258.00
10/09/2021 -	P-PBP Web	Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2021								

Ad Content

teal.pontarelli

#### PUBLIC HEARING NOTICE CITY OF RIVIERA BEACH, FLORIDA

The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, October 20, 2021, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center, located at 190 E 13th Street, Riviera Beach, FL 33404 to consider enactment of the below proposed Ordinance.

To obtain a complete copy, please contact the Office of the City Clerk between the hours of 8:30 AM and 5:00 PM, except weekends and holidays at (561) 845-4090 or by email at cityclerk @rivierabeach.org.

Be advised, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

#### **ORDINANCE NO. 4186**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE POWERS AND DUTIES OF THE CITY MANAGER TO INCREASE THE CITY MANAGER'S AUTHORITY TO AWARD SIGN CONTRACTS TO \$50,000 PROVIDED FUNDING FOR THE CONTRACT HAS BEEN APPROVED AS PART OF THE ANNUAL BUDGET; DELETING EMERGENCY PURCHASE PROVISION FOR CITY MANAGER IN CHAPTER 2; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR PROVIDING FOR AND PROVIDED P

PLEASE TAKE NOTICE AND BE AD-VISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, 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 City Manager's Office 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.

Claudene L. Anthony Certified Municipal Clerk City Clerk 10-9/2021

--0000664274-01

**Order Confirmation** 

Ad Order Number Customer **Payor Customer** PO Number

0000664307 RIVIERA BEACH, CITY OF RIVIERA BEACH, CITY OF

Sales Rep. **Customer Account** Payor Account Ordered By teal.pontarelli

35942 35942 Claudine Robinson

Order Taker **Customer Address** Payor Address **Customer Fax** 

teal.pontarelli 10682 PO DRAWER 10682 PO DRAWER

> RIVIERA BEACH FL 334190682 USA RIVIERA BEACH FL 334190682 USA

**Order Source Customer Phone Payor Phone** 

Non Web 5618454000 5618454000 **Special Pricing** 

**Invoice Text Ad Order Notes** 

> **Net Amount Tax Amount Total Amount Payment Amount Amount Due** \$254.56 \$0.00 \$254.56 \$0.00 \$254.56

**Customer EMail** 

Ad Number Ad Type **Production Method Production Notes** 

0000664307-01 Legal AdBooker

**External Ad Number** Pick Up **Ad Attributes** Ad Released

No 0000580193

Ad Size Color 1 X 74 li

Run Date	<u>Product</u>	<u>Placement</u>	Sched Cst	Disc/Prem	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
10/09/2021	P-Palm Beach Post	Legals	\$254.56	\$0.00	\$0.00	\$0.00	\$0.00	\$254.56
10/09/2021 -	P-PBP Web	Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2021								

# **Ad Content**

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To obtain a complete copy, please contact the Office of the City Clerk between the hours of 8:30 AM and 5:00 PM, except weekends and holidays at (561) 845-4090 or by email at cityclerk @rivierabeach.org.

Be advised, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

#### **ORDINANCE NO. 4190**

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA, AMENDING
CHAPTER 16.5, PROCUREMENT CODE,
ARTICLE III. SOURCE SELECTION AND
CONTRACT FORMATION, DIVISION 1.
METHODS OF SOURCE SELECTION SECTION 16.5-61, COMPETITIVE SEALED
BIDDING, TO REQUIRE THAT ALL CONTRACTS EXCEEDING \$50,000 BE
AWARDED BY COMPETITIVE SEALED
BIDDING; PROVIDING FOR REPEAL OF
LAWS IN CONFLICT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PLEASE TAKE NOTICE AND BE AD-VISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, 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.

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Claudene L. Anthony Certified Municipal Clerk City Clerk 10-9/2021

--0000664307-01

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

**Meeting Date:** 12/1/2021

Agenda Category: ORDINANCE ON SECOND READING

AN ORIDNANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ADOPTED COMPREHENSIVE PLAN BASED ON **EVALUATION** AND APPRAISAL **REVIEW** IN ORDER TO PROVIDE CONSISTENCY WITH CURRENT **STATUTORY** REQUIREMENTS PER SECTION 163.3191(4), FLORIDA

STATUTES, INCLUDING, BUT NOT LIMITED TO, DELETING ANY AND ALL

REFERENCES TO RULE 9J-5; FLORIDA ADMINISTRATIVE CODE, AS PROVIDED WITHIN ALL ELEMENTS OF THE COMPREHENSIVE PLAN, MORE SPECIFICALLY THE FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT, AND TO ADDRESS PERIL OF FLOOD PRINCIPLES PER SECTION 163.3178(2)(F), FLORIDA STATUTES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN

EFFECTIVE DATE.

**Recommendation/Motion:** City staff recommends City Council review and approval of this Ordinance.

Originating Dept Development Services N/A Costs

N/A User Dept. City **Funding Source** 

Yes **Advertised** Budget Account Number N/A

Date

Subject:

Palm Beach Post **Paper** 

Affected Parties Not Required

#### Background/Summary:

The City's Comprehensive Plan is a policy document required by state statute, which provides guidance for future development and growth patterns within the City. The City is required to evaluate and appraise the Comprehensive Plan every seven years. As part of the evaluation and appraisal process, the Comprehensive Plan must be amended to incorporate any statutory changes adopted by the state since the Comprehensive Plan was last approved.

There is a current state requirement to remove any and all references to previously repealed Rule 9J-5 of the Florida Administrative Code which may exist within the City's Comprehensive Plan. Existing references to Rule 9J-5 Florida Administrative Code located on Comprehensive Plan page number 1, 12 and 74 must be deleted. Existing elements, goals, objectives and policies within the City's Comprehensive Plan speak to state required "peril of flood" principles; see pages 1, 12, 66-67, 74-76, 77. The Planning and Zoning Board, sitting as the City's Local Planning Agency, reviewed the requested Comprehensive Plan amendments on July 12, 2018 and recommended approval to the City Council.

City staff recommends City Council review and approval of this Ordinance

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

# **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	Туре
Dec_1st_Memo_to_Council-Comp_Plan_Amendment_(003)jacobs_(002)new.docx	Memo to Council - Comprehensive Plan ORDINANCE	11/23/2021	Cover Memo
Ordinance_Comprehensive_Plan_Amendment_4132.docx	4132	10/13/2021	Ordinance

			Comprehensive Plan Amendment		
Comp_Plan_Future_Land_Use_Element_FINAL.pdf			Exhibit 'A' - Future Land Use Element Strikethrough and Underlines	10/13/2021	Exhibit
rb-cp-Coastal_Management_Eler	nent.docx		Exhibit 'A' Continued- Coastal Management Element Strikethrough and Underlines	9/29/2021	Exhibit
Staff_ReportComp_Plan_Ame	ndment_7.12.2018.pdf		Staff Report	9/29/2021	Backup Material
P_Z_Meeting_Minutes_7.12.2018	3.pdf		P&Z Meeting Minutes 7.12.2018	9/29/2021	Backup Material
7.22.21_Riviera_Beach_1-3_ft_Sea_Level_Rise_CO-3.pdf			7.22.21 Riviera Beach 1-3 ft Sea Level Rise CO-3	9/30/2021	Backup Material
7.22.21_Riviera_Beach_High_Tide_Flooding_Susceptible_Areas_CO-4.pdf			7.22.21 Riviera Beach High Tide Flooding Susceptible Areas CO-4	9/30/2021	Backup Material
7.22.21_Riviera_Beach_Storm_Surge_Cat_1_CO-5.pdf			7.22.21 Riviera Beach Storm Surge Cat 1 CO- 5	9/30/2021	Backup Material
Riviera_Beach_Coastal_High_Hazard_Area_Coastal_Building_Zone.pd			Riviera Beach Coastal High f Hazard Area Coastal Building Zone	9/30/2021	Backup Material
ObjectionsRecomendations_and_Comments.pdf			Objections, Recommendations and Comments	9/30/2021	Backup Material
Proof_of_PublicationCity_of_Riviera_Beach_11-20.pdf			Proof of Publication	11/23/2021	Backup Material
REVIEWERS:					
Department	Reviewer	Ac	tion	Date	
Community Development	munity Development Sirmons, Clarence Ap		proved	11/22/2021 - 10:18 AM	
Purchasing	Williams, Glendora	Αp	proved	11/22/2021	- 2:07 PM
		Αp	proved	11/23/2021 - 9:41 AM	
Attorney Busby, Lina A		Αp	proved	11/23/2021	
City Clerk	Smith, Tawanna Appr		proved	11/23/2021 AM	- 10:54
		_			

Jacobs, Deirdre

Approved

11/23/2021 - 6:54 PM

City Manager



"The Best Waterfront City in Which to Live, Work and Play."

# CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

**FROM:** CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN EVANS MPA, MBA, ICMA-CM, CITY MANAGER

SUBJECT: ORDINANCE 4132- AMENDING THE CITY'S

COMPREHENSIVE PLAN BASED ON EVALUATION AND

APPRAISAL REVIEW

**DATE:** WEDNESDAY, DECEMBER 1, 2021

## **Background:**

The State of Florida requires that all municipalities adopt and maintain a comprehensive plan to guide future growth and development. Municipalities are also required to conduct an evaluation and appraisal review (EAR) of their comprehensive plan no less than every seven years. The City of Riviera Beach submitted its notice to conduct its required EAR on May 25, 2017 to the Florida Department of Economic Opportunity (DEO) pursuant to Section 163.3191, Florida Statutes. Since this action to initiate the EAR process, Development Services staff has worked diligently with the DEO to address all required plan updates. However, there were significant delays in the process. The timeline below captures the process of this proposed EAR based amendment regarding the City's Comprehensive Plan:

- <u>May 25, 2017</u>: Pursuant to section 163.3191 of State Statutes, the City of Riviera Beach notified the Department of Economic Opportunity that, it would be conducting a septennial evaluation of its comprehensive plan to determine if any updates were necessary to maintain consistency with state requirements.
- <u>June 2017-June 2018</u>: City staff evaluated state regulations and drafted a Comprehensive Plan amendment reflecting needed changes.
- <u>July 12, 2018</u>: The Planning & Zoning Board recommended approval of the proposed Comprehensive Plan amendment.
- August 1, 2018: The City Council unanimously approved the Comprehensive
- Plan amendment on first reading.

- March 19, 2019: The City transmitted the draft Comprehensive Plan amendment to DEO for review and comment.
- May 17, 2019: The City received feedback from DEO including one objection and eight comments. The City is given 180 days to address the items and to hold the second public hearing to adopt.
- November 8, 2019: The City's request to DEO for a 45-day adoption extension due to the cyberattack is approved; the new deadline is December 28, 2019.
- <u>December 20, 2019</u>: The City's request to DEO for a 90-day adoption extension is approved so that staff can engage consultants to assist in the response; the new deadline is March 27, 2020.
- March 23, 2020: The City's request to DEO for a 180-day adoption extension due to COVID-19 is approved; the new deadline is September 23, 2020.
- <u>September 21, 2020:</u> The City's request to DEO for a 365-day adoption extension is approved so that staff can engage consultants to complete the response; the new deadline is September 23, 2021.
- <u>July 14, 2021:</u> The City's request to DEO for a 30-day adoption extension is approved to ensure sufficient time for document review; the new deadline is October 23, 2021.
- August 6, 2021: The City transmitted updated amendment language to DEO for review.
- <u>August 2021-September 2021:</u> City staff has multiple communications with DEO staff and satisfied all comments. The document and materials are prepared for City Council hearing.
- October 20, 2021: Ordinance for approval of comprehensive plan amendment fails.
- October 21, 2021: The City's request to DEO for A 60 day adoption extension is approved so that staff can address Council concerns; new deadline is December 23, 2021.
- November 3, 2021; City Council approves motion to rescind previous action on this order; it will be included on the agenda at the December 1<sup>st</sup> meeting for Council's reconsideration.

In an effort to position City Council to vote on the item during the December 1<sup>st</sup> meeting, staff has advertised this item in the Palm Beach Post to satisfy statutory requirements.

# **Summary of Proposed Amendments:**

The proposed Comprehensive Plan amendment provides consistency with current statutory requirements per Section 163.3191(4), Florida Statutes including, but not limited to, deleting any and all references to Rule 9J-5, Florida Administrative Code as provided within all elements of the Comprehensive Plan. As a result of the DEO Objections, Recommendations and Comments (ORC) Report (10-01ER), substantial revisions have been made to the Future Land Use and Coastal Management Elements. 'Peril of Flood' principles and strategies per Section 163.3178(2) (F) have been expanded and are reflected in the Coastal Management Element as well.

The Future Land Use Element has been amended by revising the GOAL, Policy 1.1.5, OBJECTIVE 1.5 Hurricane Evacuation, OBJECTIVE 1.8 - Public Related Uses sub-section under Policy 1.8.1, Future Land Use Category for Special Preservation.

The Coastal Management Element has been amended as follows: revising OBJECTIVE 1.5: Shoreline Protections, specifically by adding Policies 1.2.5 and 1.2.6; revising OBJECTIVE 2.2: Development within the Coastal High Hazard Area (CHHA) by revising Policies 2.2.1, 2.2.3 and 2.2.8. Policies 2.2.9 through 2.2.22 were added under the same OBJECTIVE.

Revising OBJECTIVE 2.3: Emergency Preparedness and Evacuation; Policy 2.3.5 has been added. OBJECTIVE: Climate Change and Community Resiliency is newly added with supporting Policies 2.5.1 through 2.5.10.

# **Citywide Goal:**

**Build Great Neighborhoods** 

# **Budget/Fiscal Impact:**

N/A

## **Recommendation(s):**

City staff recommends approval of Ordinance No. 4132.

# **Attachments:**

- 1. Ordinance No. 4132
- 2. Exhibit A: Coastal Management Element Strikethrough & Underlines
- 3. Exhibit A: Continued Future Land Use Element Strikethrough & Underlines
- 4. Staff Report
- 5. P&Z Meeting Minutes 7.12.2018
- 6. Map Figures: Sea Level Rise
- 7. Map Figures: High Tide Flooding Susceptible Areas
- 8. Map Figures: Storm Surge Areas
- 9. Map Figures: Coastal High Hazard Areas
- 10. DEO Objections, Recommendations, and Comments From May 2019



#### ORDINANCE NO. 4132

AN ORIDNANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ADOPTED COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL REVIEW IN ORDER TO PROVIDE CONSISTENCY WITH CURRENT STATUTORY REQUIREMENTS PER SECTION 163.3191(4), FLORIDA STATUTES, INCLUDING, BUT NOT LIMITED TO, DELETING ANY AND ALL REFERENCES TO RULE 9J-5; **FLORIDA ADMINISTRATIVE** CODE, PROVIDED WITHIN ALL ELEMENTS OF THE COMPREHENSIVE PLAN, **MORE** FUTURE LAND USE SPECIFICALLY THE ELEMENT AND COASTAL **MANAGEMENT** TO ADDRESS PERIL OF ELEMENT, AND **FLOOD PRINCIPLES** PER **SECTION** 163.3178(2)(F), **FLORIDA** STATUTES; **PROVIDING** FOR **CONFLICTS** AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City's Comprehensive Plan is a policy document required by state statute, which provides guidance for future development and growth patterns within the City; and

**WHEREAS,** the City is required to evaluate and appraise the Comprehensive Plan every seven years; and

**WHEREAS,** as part of the evaluation and appraisal process, the Comprehensive Plan must be amended to incorporate any statutory changes adopted by the state since the Comprehensive Plan was last approved; and

**WHEREAS,** there is a current state requirement to remove any and all references to previously repealed Rule 9J-5 of the Florida Administrative Code which may exist within the City's Comprehensive Plan; and

**WHEREAS,** existing references to Rule 9J-5 Florida Administrative Code located within the Comprehensive Plan page number 1, 12 and 74 must be deleted; and

**WHEREAS,** existing elements, goals, objectives and policies within the City's Comprehensive Plan speak to state required "peril of flood" principles; see pages 1, 12, 66-67, 74-76, 77; and

**WHEREAS,** the Planning and Zoning Board, sitting as the City's Local Planning Agency, reviewed the requested Comprehensive Plan amendments on July 12, 2018 and recommended approval to the City Council; and

**WHEREAS**, the City also proposes to assign a density of one unit per 20 acres for properties found to have a judicially determined vested right to develop or alter submerged lands as provided for in the Comprehensive Plan, Objective 1.8, Policy 1.8.1, Special Preservation section; and

**WHEREAS**, the City Council desires to approve the proposed Comprehensive Plan amendments.

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

**SECTION 1.** The City Council of the City of Riviera Beach hereby adopts the Comprehensive Plan amendments, attached hereto and made part of this resolution as Exhibit 'A', which result in the deletion of any and all reference to Rule 9J-5 Florida Administrative Code.

**SECTION 2.** The City Council authorizes City staff to transmit this ordinance to the Florida Department of Economic Opportunity and other applicable reviewing agencies and to amend the City's Comprehensive Plan pursuant to Exhibit 'A'. It is the intent of this Ordinance to satisfy the requirements of Section 163.3191(4) Florida Statutes and to address required peril of flood principles per Section 163.3178(2)(f) Florida Statutes.

<u>SECTION 3.</u> Legislative Findings, Intent, and Purpose. The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this Ordinance to promote the health, safety and general welfare of the residents, businesses, and stakeholders of the City.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 5.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

# **PASSED AND APPROVED** on the first reading this 1st day of August 2018. PASSED AND ADOPTED on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_ 2021 **APPROVED:** RONNIE L. FELDER SHIRLEY D. LANIER MAYOR **CHAIRPERSON** KASHAMBA MILLER-ANDERSON **ATTEST: CHAIR PRO TEM** CLAUDENE L. ANTHONY, TRADRICK MCCOY CERTIFIED MUNICIPAL CLERK COUNCILPERSON CITY CLERK DR. JULIA BOTEL COUNCILPERSON DOUGLAS LAWSON

**CONCILPERSON** 

1st READING		2ND & FINAL READING	<del>}</del>
MOTIONED BY: <u>L. HU</u>	BBARD	MOTIONED BY:	
SECONDED BY: J. BOTE	EL_	SECONDED BY:	
L. HUBBARD	AYE	S. LANIER	
K. MILLER-ANDERSON	AYE	K. MILLER-ANDERSON	
T. DAVIS JOHNSON	AYE	T. MCCOY	
J. BOTEL	AYE	J.BOTEL	
T. DAVIS	_AYE	D. LAWSON	
		REVIEWED AS TO LEGAL S	UFFICIENCY
		DAWN S. WYNN, CITY AT	TORNEY

# **GOALS, OBJECTIVES AND POLICIES**

# GOAL

In the short term (5 year) and long term (10 year) planning horizons of this Comprehensive Plan, it will be the City's initiative to protect and enhance the residential, commercial, industrial and natural resource areas of Riviera Beach.

# **OBJECTIVE 1.1: Public Facilities Availability**

The City shall continue to insure that all development and redevelopment is coordinated with the availability of facilities and services, and is compatible with soil conditions and topography.

- **Policy 1.1.1:** As new development occurs within the City, continue to use the development code to require a tie-in to the sanitary sewer and public water systems.
- **Policy 1.1.2:** The City shall continue to supply water and sewer to new developments that occur in areas yet to be annexed and subject to receipt of a petition for voluntary annexation. If the property is contiguous, it shall be annexed prior to connection to the City's water and sewer system; otherwise, the property shall be annexed when the development becomes contiguous.
- **Policy 1.1.3:** The City shall continue to use the flood plain provisions of the Land Development Code to assure new development at topographic elevations sufficient to minimize flood impact.
- **Policy 1.1.4:** Periodically review all development codes to determine needed refinements relative to on-site drainage, open-space and parking lot design standards.
- **Policy 1.1.5:** The City shall continue to use the adopted Concurrency Management System, contained in "Article X of the Land Development Code, to implement requirements contained in 9J-5.0055 and to insure that public facilities are in place concurrent with the impacts of any development, and levels of service continue to be maintained.
- **Policy 1.1.6:** The City will encourage the use of water conserving appliances in order to reduce the per capita consumption of potable water and the increased use of energy efficient appliances to reduce energy consumption and the carbon footprint of the City through public information campaigns.

# **OBJECTIVE 1.2: Redevelopment**

By 2010, the City shall reconsider revisions to the adopted Community Redevelopment Plan (CRA) by addressing issues and market conditions that have arisen since plan implementation was initiated.

**Policy 1.2.1:** The City and the CRA will revise the adopted 2001 Redevelopment Plan which shall be designed to change the image of the Riviera Beach community redevelopment area from a depressed district suffering from loss of residential and business vitality into one respected for community purpose and pride, and to reshape the City into a desirable place to live, work, shop, and visit, with special places, events, and experiences,-not available anywhere

else in the Lake Worth Lagoon Area. Updated plans and policies will review, re-consider and/or modify the following components of the adopted 2001 Redevelopment Plan:

- Utility Conditions & Redevelopment/Infrastructure Costs
- Roadway Improvements
- Density/Intensity of Proposed Waterfront Projects
- Recreation/Open Space Downtown CRA Projects
- Circulation and Public Parking
- Circulation and Dedicated ROWs for Public Transit, Pedestrians and Bikeways
- The loss of eminent domain as a redevelopment tool

**Policy 1.2.2:** By way of the new redevelopment plan, the City will begin to expedite the phasing out of all dilapidated housing within the Community Redevelopment Area utilizing CRA TIF funding, the Community Response Team (CRT), Unsafe Building Ordinance, and Code Enforcement staff to insure decent, safe, sound, sanitary housing for all residents of the community redevelopment area.

**Policy 1.2.3:** By 2010 the revisions to the adopted Redevelopment Plan will address streamlining the review process between the CRA and City that simplifies and expedites the ability to implement the redevelopment plan for both residents and developers alike, and is economically feasible.

**Policy 1.2.4:** By 2010 the revisions to the adopted Redevelopment Plan shall provide a mix of land uses that will create an environment conducive to development.

**Policy 1.2.5:** By 2010 the revisions to the adopted Redevelopment Plan shall provide for improved public access, beach visibility, improved image and uses to promote family activities for residents and visitors alike at the Riviera Beach (Ocean Mall) area of Singer Island. This will be accomplished through the redevelopment of the Ocean Mall and the construction of the adopted 2008 "Municipal Beach Plan".

**Policy 1.2.6:** By 2010 the revisions to the adopted Land Development Regulations will include design controls for all public and private development within the community redevelopment area. These controls will provide for a unique image and character with setbacks, height, parking, architectural elements/building facades, landscaping, and materials that ensure design excellence and quality in development projects.

**Policy 1.2.7:** To the maximum extent possible, the revisions to the adopted Redevelopment Plan shall provide for an active pedestrian and bicycle circulation environment linking the major neighborhoods within the community redevelopment area and stimulating continuity of the circulation system outside the community redevelopment area to existing neighborhoods and local area amenities.

**Policy 1.2.8:** The revisions to the adopted Redevelopment Plan shall promote the creation of a public transportation system capable of providing convenient access to neighborhoods, parks, beaches, schools and commercial activities within and adjacent to the community redevelopment area.

**Policy 1.2.9:** In the revisions to the adopted Redevelopment Plan the City shall include design principles that support development that attempt to meet Leadership in Energy and Environmental Design (LEED) Standards.

- **Policy 1.2.10:** The revisions to the adopted Redevelopment Plan shall provide the opportunity for every qualified "stakeholder" in the community to participate in the opportunities evolving from the redevelopment process through its extensive citizen participation and review process.
- **Policy 1.2.11:** The revisions to the adopted Redevelopment Plan will include a comprehensive Displacement and Relocation policy to cover individuals, families and/or businesses in the redevelopment area who become displaced as a result of public action.
- **Policy 1.2.12:** The revisions to the adopted Redevelopment Plan will identify socioeconomic conditions within the community redevelopment area contributing to the ongoing decline of residential and retail vitality and provide recommendations to eliminate these conditions.
- **Policy 1.2.13:** The revisions to the adopted Redevelopment Plan shall continue to pursue the planning and development of the working waterfront to optimize Riviera Beach's unique waterfront location. The plan shall also create opportunities for mixed uses, such as high quality boat building and repair, marine industry uses requiring easy access to the ocean, support businesses including restaurants, boat sales and related businesses and wet and dry boat storage requiring "in & out" services with priorities for businesses with dependence on the proximity to deep water.
- **Policy 1.2.14:** The revisions to the adopted Redevelopment Plan shall use the CRA/City resources –including City-owned properties- to initiate and consolidate citywide dredging, shore-edge construction, environmental studies, design and permitting to expedite the redevelopment and expansion of the waterfront facilities on an as-needed basis.
- **Policy 1.2.15:** The revisions to the adopted Redevelopment Plan shall integrate the public oriented port activities with the redevelopment plan for the mutual benefit of the Port and the City to the greatest extent possible.
  - a) The City and CRA will continue to monitor the Port's compliance with the interlocal agreement to insure that the Port does not expand past 10<sup>th</sup> Street. Additionally, the City will continue to assure that the Port's activities do not adversely impact downtown redevelopment, traffic, or adjacent Port Road residential areas but is complimentary to redevelopment.
  - b) In conjunction with the Intergovernmental Coordination Element and in order to further many of the revisions to the adopted Redevelopment Plan components, the City shall create continuing, regular, and ongoing planning sessions with the public, City staff, CRA staff, Port staff and consultants, to exchange necessary information and to resolve conflicts.
- **Policy 1.2.16:** The City of Riviera Beach shall ensure that prior to issuing any development approvals in the City, including the Community Redevelopment Area that the necessary public facilities, such as roadway and water and sewer improvements, will be in place and/or have funding committed.
- **Policy 1.2.17:** In order to further many of the Redevelopment Plan elements, the City shall create continuing, regular planning sessions with the public, City staff, CRA staff, Port staff and consultants, to exchange necessary information and to resolve conflicts.

**Policy 1.2.18:** In order to reduce greenhouse gas emissions and the potential for urban sprawl, the City will utilize the Redevelopment Plan and the CRA to encourage new development to locate within the under-utilized downtown area. By 2010, the City will revise the land development regulations to ensure the downtown area:

- a. Establishes an efficient land use pattern allowing mixed use development and the higher densities needed to support a viable transit system;
- b. Creates a "park once" environment by providing a mix of uses within a pedestrian and bicycle-friendly environment of narrow streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;
- c. Promotes the optimum use of transit by maintaining and enhancing the walkable block structure and interconnected transportation network to effectively link transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront.

**Policy 1.2.19:** Substantial redevelopment of the Community Redevelopment Area (CRA) is anticipated. The Redevelopment Plan describes the vision for the future of the downtown area. New development shall conform to the pattern of development set forth in the Redevelopment Plan, which has the following characteristics:

- 1. Provides a variety of housing types to accommodate a diverse population;
- Creates a "park once" environment by providing a mix of uses within a pedestrianfriendly environment, whereby drivers are comfortable utilizing one parking space and walking to several destinations;
- 3. Promotes the optimum use of transit by maintaining and enhancing an interconnected transportation network that effectively links transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront;
- 4. Maintains and enhances a continuous, inter-connected network of narrow pedestrianand bicycle-friendly streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;
- 5. Provides public open space in the form of civic parks, plazas, or greens;
- 6. Maintains and enhances access to the waterfront; and
- 7. Encourages investment by accommodating new development at a range of scales including individual infill buildings and large redevelopment projects.

**Policy 1.2.20:** In order to ensure the development pattern illustrated in the adopted Redevelopment Plan is achieved, the Land Development Regulations will be amended in 2010 to create new Downtown Zoning Districts which reflect the following concepts:

- 1. Regulate building form to ensure a predictable development pattern, enhance the public realm, and create a pedestrian-friendly, sustainable downtown area;
- 2. Establish a system of primary and secondary street designations, whereby buildings are oriented to primary streets to create superior pedestrian environments, with service

functions such as parking and loading being accommodated along secondary streets; and

3. Use a transect-based strategy, which organizes building scale and uses to ensure harmonious transitions in intensity by locating buildings of similar height and massing containing compatible uses facing one another on a given street, with changes in scale and intensity occur in a back-to-back configuration or along alleys as described in Figure FLU-A.

Figure FLU-A: Transect



The Transect demonstrates how diverse buildings and uses can be compatibly arranged. The highest intensity area, comprised of tall, attached buildings containing a mix of uses, is located along the main corridor and around the center. In this example, the center is shown as a park; however, the center of downtown could be the intersection of two major thoroughfares, a civic building, or business district. Building scale and intensity gradually decrease moving from the center toward the edge of downtown, ultimately becoming

predominantly single-family neighborhoods. In order to properly transition among the various building types and uses, the following general guidelines shall be followed:

- 1) Similar buildings should face across streets; changes in uses and/or building scale should generally occur along rear or side property lines;
- 2) Buildings are oriented toward primary streets (denoted as "A Street");
- 3) Parking and service functions are accommodated by alleys or along secondary streets (denoted as "B Street).

**Policy 1.2.21:** The downtown area is composed of diverse areas with unique characteristics. The Land Development Regulations will reinforce these distinctions in scale, character, and intensity. As a general guide to future regulations, eleven sub-areas are shown on Figure FLU-B and are described below:

- 1) Riviera Beach Marina/Bicentennial Park: This is a vibrant, mixed-use regional waterfront destination centered about Bicentennial Park and the Riviera Beach Marina. Buildings in this area accommodate entertainment, retail, office, and residential uses. Signature sites, such as the intersection of 13<sup>th</sup> Street and Broadway (which serves as a gateway into the district) and land overlooking Bicentennial Park, will be designated for the tallest buildings in the downtown.
- 2) **Broadway Corridor**: Broadway, the north-south corridor traversing the downtown, will be re-established as a pedestrian-friendly main street, with storefronts and arcades lining the streets. Roadway improvements will support revitalization of the downtown by improving the pedestrian environment with wide shaded sidewalks, on-street parking to support adjacent businesses, and a steady but calm flow of traffic. Mixed-use, mid-rise buildings will line the streets to create a safe, interesting area.
- 3) **Avenue E Corridor:** Avenue E is a neighborhood main street accommodating small businesses, multi-family buildings, and single-family homes. Infrastructure improvements will establish a pleasant environment for drivers, cyclists, and pedestrians, and reestablish the missing link between 32<sup>nd</sup> Street and 34<sup>th</sup> Street. Mixed-use development in low-rise buildings will provide a harmonious transition between the Broadway Corridor and adjacent residential neighborhoods.
- 4) Riviera Heights: This district is predominantly residential, with some neighborhood-commercial accommodated along Martin Luther King Boulevard. Infill development which is compatible in scale with the existing residential fabric is encouraged, such as new single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.
- 5) **13**<sup>th</sup> **Street**: 13<sup>th</sup> Street will link a future rail station to the Riviera Beach Marina and Bicentennial Park. This area can accommodate mid-rise mixed-use infill development as a transition between the light industrial uses to the south and the neighborhood north of 13<sup>th</sup> Street. North of 13<sup>th</sup> street, infill development which is compatible in scale with the existing residential fabric is encouraged, such as new single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.

- 6) **Blue Heron Corridor:** The Blue Heron Corridor is the primary entrance to downtown and 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.
- 7) Commercial Marine Area: The land development regulations will define appropriate transitions between marine industry and surrounding uses. Rather than relying solely on landscape buffers for separation, the land development regulations will include techniques which will regulate the edges of the lots using mixed use buildings with usable windows and doors to provide appropriate transitions. Residential uses, businesses, restaurants, and office functions can be located along these edges to provide an appropriate transition.
- 8) **Industrial Transition Area:** This area will provide a transition from the Port to the neighborhood to the north. Light industrial uses will be oriented along 10<sup>th</sup> Street, with buildings containing the office and support functions for the industrial uses, businesses, restaurants, and some residential uses can be located along 11<sup>th</sup> Street to provide an appropriate transition to adjoining neighborhood. Vehicular access for the industrial uses will be accommodated from 10<sup>th</sup> Street and the side streets whenever possible, so that 11<sup>th</sup> Street will have building façades with usable windows and pedestrian access facing the neighborhood.
- 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.
- 10) **Near-Downtown Neighborhoods:** These neighborhoods can accommodate infill development which is compatible in scale with the existing residential fabric, such as new single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.
- 11) **Port:** This area is comprised of the Port of Palm Beach.

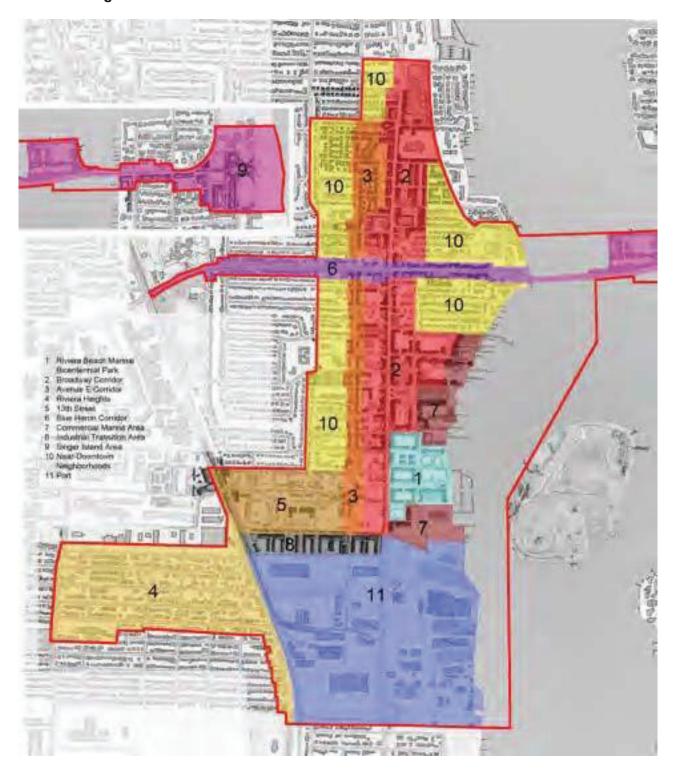


Figure FLU-B: General Guide to Downtown Riviera Beach Sub-Areas

**Policy 1.2.22:** Provide in the Land Development Regulations a pre-approved option to encourage future redevelopment of mobile home/trailer park properties located within the CRA in a manner consistent with the city's vision of a mixed-use, sustainable, pedestrian-friendly environment that accommodates diverse housing options within an interconnected street and block structure. Conceptual redevelopment plans have been created to illustrate the intended pattern of redevelopment:

- 1) The City's preferred redevelopment plan for Chateau Circle, Ocean Tides, and Southern Park has the following characteristics (see conceptual plan in Figure FLU-C):
  - a. Avenue E is reconnected through the properties;
  - b. A system of new streets, alleys, and pedestrian paths connect the adjacent parcels to each other and to Broadway;
  - c. Mixed-use buildings are located along Broadway;
  - d. Townhouses and low-rise multi-family buildings can provide a transition between the single-family houses located to the west and the mixed-use buildings facing Broadway;
  - e. The fronts of buildings face the fronts of buildings, the backs of buildings face the backs of buildings;
  - f. Green space is organized into public parks, plazas, or greens, lined by streets and the fronts of buildings; and
  - g. Off-street parking is accommodated in the rear of buildings.

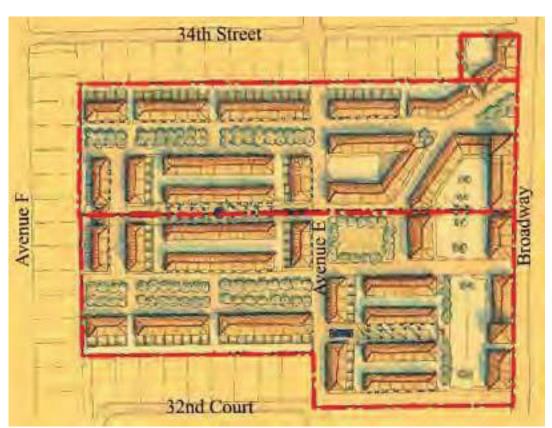


Figure FLU-C: Conceptual Redevelopment Plan for Chateau Circle, Ocean Tides & Southern Park

- 2) The City's preferred redevelopment plan for the Harbor Lights Inn and Oasis has the following characteristics (see conceptual plan in Figure FLU-D):
  - a. A system of new streets and alleys connect the parcels to each other, and between Broadway and Avenue A;
  - b. Mixed-use buildings are located along Broadway;
  - c. Multi-family buildings such as low-rise apartments and townhouses provide a transition between residential uses along Avenue A and the more intense uses along Broadway.
  - d. The fronts of buildings face the fronts of buildings, the backs of buildings face the backs of buildings; and
  - e. Off-street parking is accommodated in the rear of buildings.



Figure FLU-D: Conceptual Redevelopment Plan for Harbor Lights Inn and the Oasis properties

Final redevelopment plans may vary from these conceptual plans; however, plans qualifying for the pre-approved option must have the characteristics described in this policy and set forth in greater detail in the Downtown Zoning Districts.

# **OBJECTIVE 1.3: Incompatible Land Uses**

The City shall continue to take/support actions which reduce uses which are inconsistent or incompatible with the future land use map and City's adopted objectives, measured by the following policies:

- **Policy 1.3.1:** By 2010, the development code shall be reviewed and revised to eliminate any potentially incompatible land uses including non conforming uses within zoning districts, and to contain updated land development regulations.
- **Policy 1.3.2:** As part of the above review, the City shall continue to assess the adequacy of the non-residential zoning districts provisions in terms of their ability to protect adjacent housing from existing and future incompatible uses.
- **Policy 1.3.3:** The LDC shall be reviewed and revised to eliminate incompatible uses, and to this end by 2010 the revisions to the adopted Redevelopment Plan shall include an assessment and prioritization of the reduction of such uses which would be inconsistent with new redevelopment.
- **Policy 1.3.4:** The City Council will work with the Town of Lake Park to use rezoning and code enforcement to mitigate the impacts of incompatible land uses on the north side of Silver Beach Road.
- **Policy 1.3.5:** In the case of the residential and non-residential land use designations located along the same streets—within the CRA, the Land Development Code will include criteria that ensures compatible transitions between uses and building scale, including regulating building orientation, vehicular access, landscaping, and using mixed-use buildings to shield incompatible uses from the street.
- **Policy 1.3.6:** Existing water dependent uses (i.e., uses that cannot exist or occur without ocean or estuarine association) shall be maintained through compatible zoning policies.

# **OBJECTIVE 1.4: Natural Resources**

Development activities shall ensure protection of natural resources, and the city shall continue to enforce the Land Development Code and amend if necessary to assure adequate protection of natural resources and environmentally sensitive land; particularly mangroves, significant estuarine bottomlands, wetlands, the beach and wellfields.

- **Policy 1.4.1:** In order to achieve protection of the natural Singer Island lakefront habitat (particularly mangroves, adjacent wetlands and significant estuarine bottomlands) the City shall continue to enforce the Wetlands Preservation Ordinance and shall continue to pursue public acquisition of submerged lands.
- **Policy 1.4.2:** The City has adopted and shall continue to enforce the Palm Beach County Wellfield Protection Ordinance, and by 2010 amend the Land Development Code to prohibit any uses within wellhead protection areas which would be detrimental. In the interim the City shall continue to review any uses at time of development request, for compliance with the City/County Wellfield Protection Ordinance, and in conjunction with the Policy 1.7 of the Infrastructure Element and Objective 4.1, Policies 4.1.8 and 4.1.9 or the Conservation Element.

**Policy 1.4.3:** The City shall continue to implement the predominant use of native vegetation through the Land Development Code.

#### **OBJECTIVE 1.5: Hurricane Evacuation**

Grant no land use plan amendments that would increase residential land use density and intensity in the coastal high hazard area (CHHA [9J-5.006(3)(b)5, F.A.C.]

**Policy 1.5.1:** The City shall evaluate plan amendments and rezoning requests that would increase the permanent and transient residential population densities permitted by the Comprehensive Plan in the CHHA in order to avoid further burdens on the hurricane evacuation process. Vacant parcels shall be developed at densities and intensities consistent with the Future Land Use Map, and will adhere to Objective 2.2 (Development in The Coastal High Hazard Area [CHHA]) and related policies of the Coastal Management Element.

**Policy 1.5.2:** The City of Riviera Beach has adopted the hurricane evacuation routes and times as stated in the Palm Beach County Comprehensive Emergency Management Plan. The City has developed its own Emergency Management Plan for category 5 hurricanes which includes the state-mandated evacuation times of 16 hours out of county and 12 hours to shelter including a description of routes for potential evacuees.

#### **OBJECTIVE 1.6: Annexation**

The City shall continue to identify and annex pockets and enclaves, east of the City's western limits, to create a unified, compact pattern of municipal development and efficiency of utility service delivery.

**Policy 1.6.1:** The City will continue to annex enclaves within its municipal boundaries in accordance with its interlocal agreement with Palm Beach County (Resolution 98-01: Designating the Future Annexation Boundaries of the City of Riviera Beach).

**Policy 1.6.2:** The City will continue to annex enclaves within its municipal boundaries for the purposes of economies of scale as relates to the provision of utility services.

# **OBJECTIVE 1.7: Innovative Land Development**

The City shall continue to develop and encourage utilization of innovative land regulations and zoning districts, including PUD, mixed-use development, and new urbanist approaches.

**Policy 1.7.1:** The City shall continue its review of existing Planned Unit Development (PUD) Districts to determine if adjustments to the PUD code are necessary. To date, the City has made revisions to minimum lot areas within PUDs, and in the future will create/adopt additional districts with Land Use designations as necessary.

**Policy 1.7.2:** The City shall review existing Floor Area Ratios (FAR's) and make adjustments as needed to facilitate innovative development.

**Policy 1.7.3:** The City shall incorporate crime prevention through environmental design into the review of all development projects.

# **OBJECTIVE 1.8: Future Land Use Categories**

The City shall continue to ensure that its land development regulations are consistent with and further the provisions of the Comprehensive Plan, and shall incorporate densities and intensities of Future Land Use Categories into the Land Development Code.

# Maximum Intensity/Density for Land Use Categories

Future Land Use Category	Floor Area Ratios	Density			
Single-Family Residential	-	6 units/acre			
Low Density Multiple Family Residential	-	10 units/acre			
Medium Density Multiple Family Residential	-	15 units/acre			
High Density Multiple Family Residential	-	20 units/acres			
Resort Hotel		40 suites/acre; 20 units/acre			
Commercial	1.4				
Working Waterfront	1.15				
Downtown Mixed Use	2.0				
General Mixed Use	2.0				
Office	1.0	15 units/acre			
Industrial	1.15				
Recreational	.6				
Utilities	.8				
Special Preservation	0.0				
Port: As set out in the Port Master Plan					

**Policy 1.8.1:** The Future Land Use Map designations shall include the following land use categories, densities and intensities, which shall be implemented through land development regulations. The City shall take the necessary actions to implement the categories in accordance with criteria described below:

# Residential

There are five residential land-use categories, which include predominantly single-family and multiple family uses. Institutional uses such as parks, and other governmental facilities are appropriate, subject to criteria to ensure compatibility with the residential character. Manufactured housing and mobile home parks are allowed within this use in accordance with Land Development Regulations.

**Single-Family Residential:** Up to 6 units per acre; implemented through the RS-5 zoning district.

**Low Density Multiple Family Residential: Up to 10 units per acres:** This category is intended to provide for mixed density type residential. It will be implemented through the RS-8, RS-6, and RD-15 two-family districts; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts.

**Medium Density Multiple Family Residential: Up to 15 units per acre:** A medium density category that includes hotels as special exceptions. It will be implemented by the RML-12, RM-15 and RMH-15; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts.

High Density Multiple Family Residential: Up to 20 units per acre: This is the highest density category, available when the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used; otherwise, 17 units per acre without the MEAHOP provision. It will be implemented by the RM-20 and RMH-20 districts; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts.

Resort Hotel: Up to 40 suites per acre: This category is primarily resort commercial in character and is intended to promote resort and tourist related activities. The highest density available is 40 suites (80 rooms) per acre, when the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used, otherwise the density shall be 30 suites (60 rooms) per acre. This category is restricted to the areas between the two municipal beaches located on Singer Island east of A1A. A special Resort Hotel zoning district allowing resort/hotels/timeshares of up to 30 suites (60 rooms) per acre (40 suites, 80 rooms/acre with MEAHOP) with an accessory restaurant and accessory retail shall be adopted for a section of the Singer Island beachfront east of A1A between the two (2) public beaches. This density may be increased to 60 suites per acre for Resort Hotel land use parcels within the Community Redevelopment Area on Singer Island, based on the final ordinance to be enacted by the City in the near future.

Condominiums may be permitted under this category at a density of 17 dwelling units per acre or a maximum of 20 dwelling units per acre if the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used.

#### **Mixed Use**

**Downtown Mixed Use:** The Downtown Mixed Use category provides for a wide range of uses including retail, commercial, residential, restaurant, entertainment, civic, parks, marinas, and boardwalks. The Land Development Regulations will ensure compatibility between the wide ranges of uses desirable in a successful downtown environment through the exclusive use of the Downtown Zoning Districts, which will:

- 1) Establish a vibrant, mixed-use regional waterfront destination around Bicentennial Park and the Riviera Beach Marina;
- 2) Allow for intense mixed-use development along the Broadway corridor in the core of the downtown area;
- Allow for less intense mixed-use development along the Avenue E corridor;

- 4) Provide for harmonious transitions in building scale and use between the predominantly single-family residential neighborhoods and mixed-use corridors;
- 5) Ensure existing access and views of the Intercoastal waterway are retained and increased; and
- 6) Ensure the street network is maintained and enhanced.

#### **Commercial and Office**

- Office: A transitional category, intended to encourage office development along corridors and in commercial centers, which also permits multifamily housing and low intensity commercial uses. Implemented through the OP Zoning district, density is limited to 15 units/acre. Use intensity is moderate, and shall vary depending on adjacent uses. The maximum impervious area shall be 75%. Height standards shall relate to adjacent uses, being more restrictive in proximity to single-family land use areas, as described in the Land Development Code.
- Commercial: Uses predominantly connected with the sale, rental or consumption of products, or performances of professional or non-professional services. The maximum impervious area shall be 70%. A range of zoning districts from a commercial neighborhood district (CN) to general commercial districts. (CG) shall implement this land use category.

#### **Industrial and Related Uses**

**Working Waterfront:** Commercial fishing, vessel construction and repair, marine-related repair and construction, marine commerce, research, services and sales, marine related defense industry and related manufacturing and support services, inside and outside boat storage, and related uses including boat ramps, marinas, and waterfront restaurants. The City will continually promote policies to encourage businesses (and those that service them) requiring deep water access. Transitions between working waterfront properties and existing residential streets will be managed using transitional/flexible spaces as set forth in Policy 1.3.5.

Marina siting should be based on upland, shoreline and in-water characteristics, as well as submerged land ownership.

**Port**: Uses related to the Port of Palm Beach cruise and cargo ships. This Land Use is assigned to property within the Port of Palm Beach District only.

**General Industrial:** Includes both the limited industrial district (light manufacturing, automotive uses, construction firms, wholesaling, etc.) to general industrial districts which include heavier manufacturing and petroleum storage. The maximum impervious area shall be 85%. Within the CRA, this category shall be implemented through the exclusive use of the Downtown Industrial zoning district.

Mining shall continue to be prohibited. The City shall amend the IG zoning district to reflect these changes by 2010.

The City will increase its efforts to facilitate development of the bio-science industry within the general industrial land use category.

#### **Public-related Land Uses**

- Community Facilities: Schools and municipal, State and Federal uses. Implemented by CF Zoning District.
- Special Preservation: Mangrove, wetlands and special estuarine bottomlands. These
  mangroves and special estuarine bottomlands area protected by federal, State and local
  agencies involved in wetlands preservation, dredge and fill permitting, and other
  hydrological modifications. It is the expressed policy objective of the City to preclude and
  development of Submerged Lands except as specifically permitted by this section, including
  but not limited to mangroves, wetlands and estuarine bottomlands, to the maximum extent
  permissible by law.

Private residential fishing or viewing platforms and docks for non-motorized boats may be permitted subject to the following regulations:

- 1. Platforms and docks shall not extend outward past the mean low water line.
- 2. Construction must be fully achievable from an on-shore location.
- 3. Permits must be obtained from DEP and/or all other applicable regulatory agencies.

By 2010, the City shall adopt Land Development regulations addressing the use of the bottomlands for purposes listed above and which are compatible with the City's preservation policies 3.1.5 and 3.3.5 contained in the Conservation Element, which mandates no loss of natural shoreline bordering the estuary on Singer Island.

It is further the policy of the City to oppose any application for dredge or fill pending permits before applicable State or Federal agencies for lands in the Preservation Area. This policy objective shall not be construed nor implemented to impair or preclude judicially determined vested rights to develop or alter submerged lands.

For properties found to have judicially determined vested rights to develop or alter submerged lands, a density of one unit per 20 acres will be assigned to said property.

- Recreation: Public parks and selected commercial recreation uses including commercial
  uses with parks subjected to City review and control. It will be implemented through the RO
  district.
- **Utilities**: Municipal water and sewer, electrical and communications uses. It will be implemented through the U District, although utilities may be allowed elsewhere per the Land Development Code.

**Policy 1.8.2:** By 2011, the City will review and revise the Land Development Code and other code provisions including, but not limited to zoning, subdivision control, sign controls, landscaping, lot width, litter, vacant lot maintenance, and floodplain protection to assure their compatibility with the intent of this plan. A provision shall be adopted whereby annual business license renewals are granted only if required landscaping is adequately maintained.

**Policy 1.8.3:** The Land Development Code shall continue to include special buffer requirements for all industrial properties that abut residential districts and all multifamily residential development that abuts single family. This shall include landscaping on the lower intensity side of any walls.

# **OBJECTIVE 1.9: Community Enhancement**

The City shall direct its efforts to enhance the community and improve quality of life, focusing on programs to 1.) Stabilize neighborhoods and reduce land use conflicts, and 2.) to improve the appearance of major corridors.

The City shall continue its Neighborhood Enhancement Strategy through the multi- departmental, and multi-disciplinary approach developed in 2004 and coordinated with strategic neighborhood planning processes such as the Sector Plans, Weed and Seed programming, the Community Revitalization Teams (CRTs), the Unsafe Building Ordinance.

**Policy 1.9.1:** The City shall continue streetscape efforts along its "gateways", and will continue with implementation of the following projects:

- Decorative lighting on the Blue Heron Bridge
- Blue Heron Boulevard/SRA1A beautification
- Maintenance of all landscaping on City's entrance ways

**Policy 1.9.2:** The City, in 2005, adopted a Neighborhood Sector Plan, which addresses the stabilization and revitalization of City neighborhoods. The City has and will continue to implement the recommendations of the plans by identifying and funding the recommended improvements in the City's Capital Improvements Plan.

**Policy 1.9.3:** Land Use and zoning requests that increase density or intensity in/or adjacent to residential neighborhoods shall be required to demonstrate a benefit to that neighborhood.

**Policy 1.9.4:** Commercial and other non-residential uses adjacent to residential neighborhoods shall not be expanded into those areas unless such uses do not diminish or degrade the residential character of the neighborhood. (See Objective 1.3 Incompatible land uses and Policy 1.37 on commercial/residential neighborhoods adjacent to each another).

**Policy 1.9.5:** By 2010, the City shall initiate a program to identify those non-conforming uses which are not compatible with residential areas and not in conformance with the Comprehensive Plan, and develop a strategy through its Land Development Code (with incentives or other means) to replace the uses or encourage adaptive re-use of those structures.

# **OBJECTIVE 1.10: Water and Sewer System Land Needs**

The City shall monitor the status of and continue to coordinate its Utility District Capital Improvement Plans with the Land Development Code to insure adequate provision of water and sewer facilities.

#### **OBJECTIVE 1.11: Historic Preservation**

**Policy 1.11.1:** The City (as well as within the CRA Redevelopment Area) shall assess all structures citywide to determine if any properties are of historic significance. If any significant structures are found, the City's planning staff shall establish restoration standards and review procedures consistent with the Department of the Interior standards for renovation.

# **OBJECTIVE 1.12: School Siting**

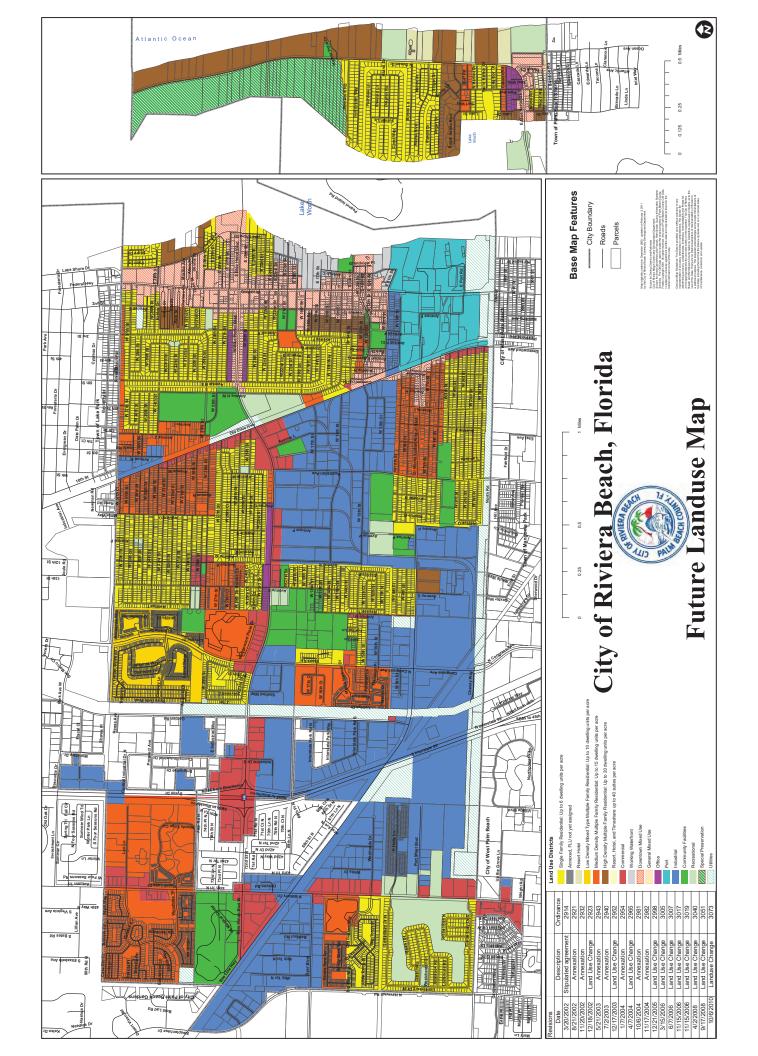
In Coordination with the Interlocal Agreement executed with The Palm Beach County School Board, the City has made, and will continue to make, every effort to provide sufficient land on the Future Land Use Map and within the City's Zoning code in proximity to residential development to meet the projected needs for schools. This Objective shall be made measurable by the City's satisfactorily meeting the School Board and its own implementing policies regarding concurrency, which guide the location of all private, public, and charter educational facilities.

- **Policy 1.12.1:** Public, Private, and Charter schools shall be allowed in the Community Facility land use category in the Future Land Use Element.
- **Policy 1.12.2:** The City shall ensure that proposed school sites will be compatible with present and projected use of adjacent property.
- **Policy 1.12.3:** All proposed school sites shall be located away from industrial uses, major arterial roadways, railroads, airports, seaports, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards.
- **Policy 1.12.4:** The City shall in conjunction with the Interlocal Agreement with Palm Beach County continue to coordinate with the Palm Beach County School Board to maintain the historical character of existing schools and to ensure their use as public facilities for use as community facilities during off-peak hours.
- **Policy 1.12.5:** The City shall in conjunction with the Interlocal Agreement with Palm Beach County coordinate with the Palm Beach County School Board to plan and establish future school sites throughout the City; ensure adequate lands proximate to urban residential areas, and to collocate public facilities, such as parks, libraries, and community centers, with schools to the extent possible.
- **Policy 1.12.6:** By August 2010, the City shall adopt Land Development Regulations to include criteria for school siting.

# **OBJECTIVE 1.13: Hazard Mitigation**

The City shall —on an ongoing basis—shall coordinate future land uses as necessary to encourage the reduction or elimination of uses that the City determines are inconsistent with the adopted County-wide Hazard Mitigation plan. This Plan was, revised by the Emergency Management Committee in 2003 with new guidelines incorporated based upon the type of hazard.

- **Policy 1.13.1:** By 2010, the City shall continue to review the effectiveness of the Hazard Mitigation Plan and determine and implement any necessary actions.
- **Policy 1.13.2:** The City –by 2010--shall prioritize a list of potential hazard-mitigation related projects, and seek funding assistance through the programs available for this purpose.



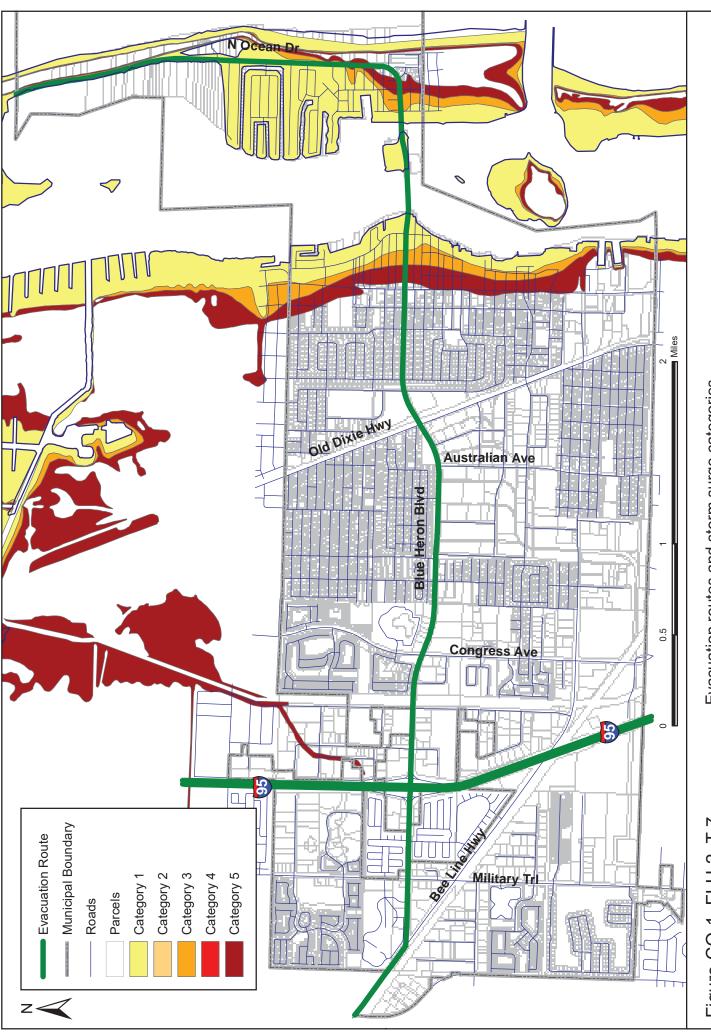
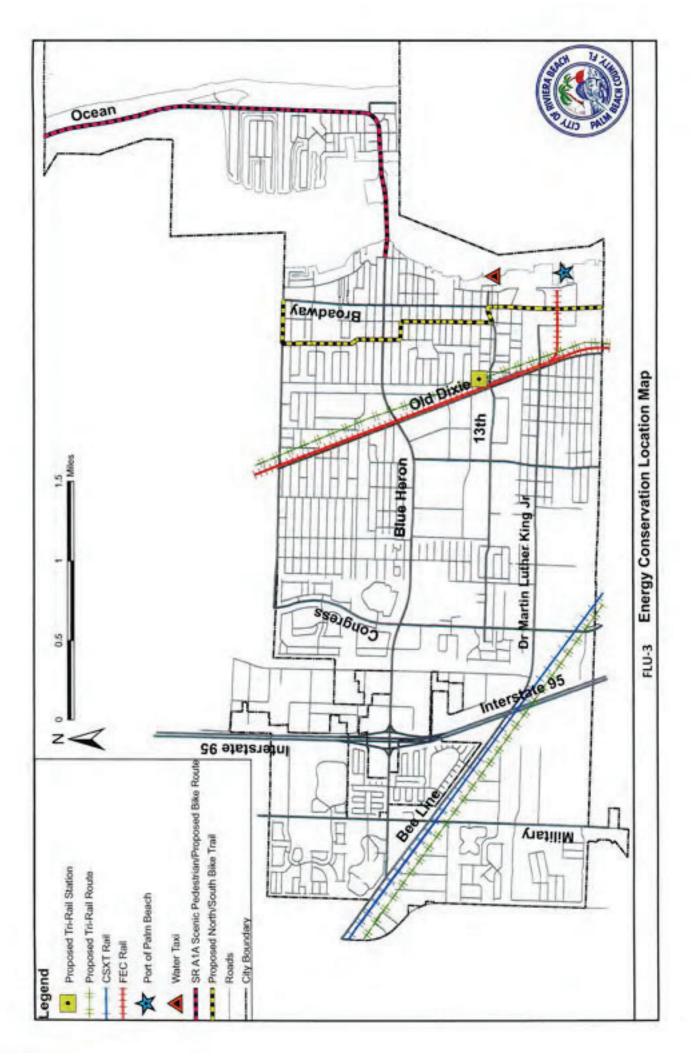
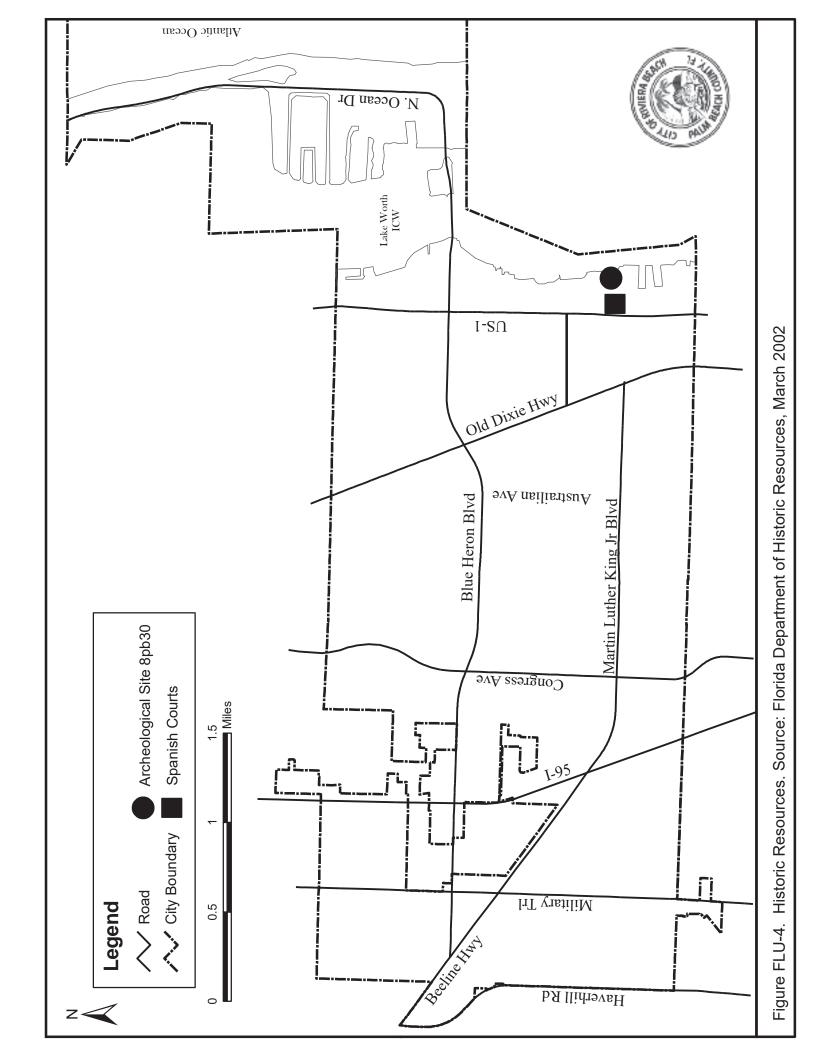


Figure CO-1, FLU-2, T-7

Evacuation routes and storm surge categories. Hurricanes based on SLOSH modeling and LiDAR.

Sources: PBC EM www.floridadisaster.org/gis/data/ storm surge zones





#### OBJECTIVE 6.1: Preserve Fisheries Habitat

In order to increase the supply of fish, the City shall to the maximum extent possible support restoration of damaged fisheries habitat in and around the near shore and estuarine waters within its jurisdiction.

**Policy 6.1.1:** The City shall support the implementation of the Lake Worth Lagoon management plan and the installation of artificial fisheries habitats where they can be shown to be environmentally sound.

**Policy 6.1.2:** The City shall support public/private partnerships that seek to improve the quantity and quality of offshore fisheries habitat through the installation of artificial reefs and reef-like structures.

# COASTAL MANAGEMENT GOALS, OBJECTIVES AND POLICIES

# GOAL 1 ENVIRONMENTAL RESOURCES MANAGEMENT

To preserve, protect, and enhance coastal resources, and to discourage development activities that would damage or destroy coastal resources.

# OBJECTIVE 1.1: Protection and Enhancement of Coastal Wetlands, Marine Resources, Coastal Beaches and Barriers, Wildlife, and Wildlife Habitat

The City of Riviera Beach shall continue to maintain and develop programs, and seek funding to expand its efforts necessary to protect, preserve and enhance coastal and estuarine wetlands, living marine resources, coastal barriers, and wildlife habitat.

**Policy 1.1.1:** The City shall continue to participate on the Countywide Coastal Council that, advises the Board of County Commissioners on federal, state, regional, municipal and environmental interests in the coastal area, recommending review criteria for shoreline development. Council membership is composed of appointed representatives of the County, the municipalities, special districts and environmental organizations.

**Policy 1.1.2:** The City shall protect freshwater, estuarine and marine wetlands, including mangroves, seagrasses, saltmarsh vegetation, offshore natural reefs, and productive submerged habitats through the implementation and maintenance of its applicable sections of the Land Development Code (LDC) and coordination with FDEP's Environmental Resource Permit Program. The City shall further prohibit

shoreline alteration and construction that have the potential to significantly degrade the natural functions and values of wetlands. Mitigation shall be required if adverse impacts to water quality and natural habitats are unavoidable.

- **Policy 1.1.3:** The City shall protect selected estuarine, submerged lands and coastal habitats by the acquisition of coastal and wetland properties (or properties adjacent to such habitats) and managing the properties for the purpose of preservation and/ or environmental enhancement, such as those properties located on Singer Island.
- **Policy 1.1.4:** The City shall develop specific measures that preserve and protect the fragile ecosystem on Singer Island such as the planned Lake Worth Lagoon Estuarine Mangrove Boardwalk and other restoration/preservation/educational projects.
- **Policy 1.1.5:** The City shall through its Land Development Code (LDC) and permitting process insure developers comply with the provisions of the National Pollutant Discharge Elimination System (NPDES).
- **Policy 1.1.6:** The City shall require the protection of existing native vegetation in accordance with the Land Development Code (LDC) to provide a buffer between development and adjacent coastal ecosystems.
- **Policy 1.1.7:** The City shall continue to protect sea turtles by supporting the County's efforts to implement the countywide management plan to address the coordination of educational, regulatory, conservation and research activities as described by the species recovery plans.
- **Policy 1.1.8:** The City shall continue to protect manatees and manatee habitats in cooperation with Palm Beach County's Manatee Plan, approved in August 2007 which improves protections for manatees while ensuring adequate public access to County waterways.

#### **OBJECTIVE 1.2: Shoreline Protections**

The City of Riviera Beach through the permitting process shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan, and herein incorporated by reference.

- **Policy 1.2.1:** The City shall continue to coordinate with FDEP on implementation of the 1997 Coastal Construction Control Line by notifying permit applicants when their projects are seaward of the CCCL and by requesting FDEP determination of exempt projects per Rule 62B-33.004, FAC.
- **Policy 1.2.2:** The City shall continue to coordinate with Palm Beach County to reestablish damaged dunes and eroded beaches as necessary and work with Palm Beach County and the State of Florida to promote the enhancement of these resources and reduce the damage resulting from severe storms. Dune re-nourishment and natural beach restoration efforts are to be ongoing.
- **Policy 1.2.3:** The City shall support recommendations made by Palm Beach County to the State for modification of State rules or policies that will enable FDEP and local

governments to more effectively protect dune vegetation.

- **Policy 1.2.4:** The City shall monitor and evaluate the condition of the City's beaches and dunes, particularly as they relate to beach erosion and future shoreline development on Singer Island, to complement County monitoring efforts.
- Policy 1.2.5: The City shall develop and maintain regulations to ensure that future development along its Atlantic beaches protects the fragile dune system which minimize the impacts of manmade structures which restores or alters beaches and dunes while, at the same time, providing for public access in accordance with the level of service standards established in this and other elements of the Plan.
- Policy 1.2.6: Prohibit alteration to the beach area and dune system in future development and redevelopment that are in violation of the CCCL established by the State unless it provides necessary access to coastal resources, abates serious and significant beach erosion and does not significantly impact dune stabilization or marine and wildlife habitats. Beaches and dune alteration/nourishment projects shall be identified during the annual budgetary process with projected costs and sources of revenue over the subsequent 5 year period.

#### **OBJECTIVE 1.3: Water Dependent Uses**

The City shall give preference to water dependent uses along the Lake Worth shoreline designated for redevelopment as mixed-use commercial and industrial on the Future Land Uses maps, and shall prohibit, to the extent allowed in the Land Development Code, activities that degrade the natural functions and values of wetlands.

- **Policy 1.3.1:** Only those floating or fixed structures which are water dependent or residential and are allowable under all State and local laws should be permitted in, on, over, or upon estuarine systems.
- **Policy 1.3.2:** The City—through its Coastal Management and Future Land Use Elements-strongly encourages the preservation of the "working waterfront" as characterized by marine related facilities. The City will develop such strategies to

implement, enhance, expand and/or preserve such facilities as currently exist in the City's redevelopment plan, including, but not limited to recreational, commercial, and working waterfront uses.

- **Policy 1.3.3:** The City will coordinate with the Florida Fish and Wildlife Conservation Commission and other applicable agencies to have all abandoned and derelict vessels within the City's jurisdiction removed from public waters.
- **Policy 1.3.4:** The siting of new or expanded marina facilities will be based on upland, shoreline and in-water characteristics, as well as submerged land ownership. At a minimum, the following general criteria should be used in the zoning code, special permit review process to determine the appropriateness of sites within the coastal area for new or expanded marina projects:
  - a) Construction of any marina/water-dependent project shall not be permitted on Lake Worth estuarine subtidal areas and on Singer Island north of Pine Point Road. Furthermore construction and subsequent operation and expansion of any marina/water-dependent project shall result in no net degradation of:

- 1) Lake Worth bottomlands;
- 2) Mangrove preservation areas; or
- 3) Habitats used by endangered, threatened or rare species.
- b) The proposed marina/water dependent project site should have:
  - 1) Marina basin and access channel, and direct access to the Intracoastal Waterway.
  - 2) Adequate landside accessibility and service areas.
- c) The proposed marina/water dependent facility should be:
  - 1) Compatible with existing surrounding land uses; and

- 2) Of sufficient size to accommodate the required parking; and
- 3) Avoid use not dependent on water.
- d) The Riviera Beach Municipal Marina shall continue to:
  - 1) Preserve or improve traditional public shoreline uses, and public access to estuarine waters;
  - 2) Preserve or enhance the quality of the estuarine waters, water circulation, tidal flushing and light penetration;
  - 3) Carry out minimal dredging;
  - 4) Administer a hurricane preparedness plan consistent with the Florida Inland Navigation District's Hurricane Manual for Marine Interests;
  - 5) Provide and maintain sewage pumpout facilities consistent with regulatory requirements including the federal Clean Vessel Act of 1992 and state standards for Clean Marinas and Clean Vessels;
  - 6) Maintain a fuel management or spill contingency plan;
  - 7) Ensure that new construction complies with the National Fire Protection Association codes for marinas and boatyards;
  - 8) Manage stormwater runoff pursuant to federal and state regulations;
  - 9) Implement Best Management Practices in accordance with guidelines of the International Marina Institute;
  - 10) Operate in accordance with the newly-adopted Manatee Protection Plan (Palm Beach County, August 2007).

**Policy 1.3.5:** The City -- in conjunction with the County and cooperating private entities --- shall provide for enhanced recreational access to the public beach and to the Lake Worth Lagoon. Such activities shall minimize any negative environmental impact on beaches, dunes and the lagoon.

#### **OBJECTIVE 1.4: Shoreline Public Access**

To protect existing access points to the Lake Worth shoreline and Atlantic beaches.

**Policy 1.4.1:** The City shall continue to preserve beach access points to the waterfront. The land development code shall require provisions of such walkways in the event of new construction.

**Policy 1.4.2:** As the downtown redevelopment progresses, the City shall investigate the potential for feasibility of establishing and sustaining a shuttle bus to:

- a. link the public beaches to downtown and nearby parking lots;
- b. offset potential peak-day beach parking shortage; and
- c. to preserve public access in the event of new construction occurring on the oceanfront.

# GOAL 2 COASTAL DEVELOPMENT AND EMERGENCY MANAGEMENT

It is the goal of the City of Riviera Beach (1) to restrict development activities that would damage or destroy coastal resources; (2) to protect human life by limiting public expenditures in areas subject to destruction by natural disasters within the coastal high hazard area; (3) to maintain and implement a safe and effective emergency management program; and (4) provide for orderly redevelopment in a post-disaster period.

#### **OBJECTIVE 2.1: Levels of Service**

The City of Riviera Beach shall maintain existing public infrastructure capacity in the coastal high hazard area to ensure the protection of its residents during disaster events.

**Policy 2.1.1:** The City shall insure that infrastructure is available to serve responsible development or redevelopment in the coastal area through implementation of the Concurrency Management System.

**Policy 2.1.2:** The City shall provide for the safe evacuation from coastal areas by requiring that within the Hurricane Vulnerability Zone as defined by Rule 9J-2.0256(f), F.A.C., the amount of new development or redevelopment be controlled by the capacity of existing coastal roads, such that evacuation times shall be no greater than the eight-hour hurricane evacuation time currently predicted for the CHHA.

#### **OBJECTIVE 2.2: Development in the Coastal High Hazard Area (CHHA)**

The City of Riviera Beach shall direct permanent residential population concentrations away from known or predicted coastal high hazard areas except as provided in the adopted Future Land Use Map. The City shall discourage increases in permanent residential population densities or land use that would increase the eight-hour hurricane evacuation time currently predicted for the CHHA.

- **Policy 2.2.1:** The City shall carefully evaluate all land use plan amendments and zoning amendments that would increase residential land use density or intensity in the CHHA in order to reduce adverse impacts to property and people and public costs associated with disaster recovery. [9J-5.012(3)(b)5.6.7, F.A.C.]
- **Policy 2.2.2:** The City shall discourage increased densities in the Category 1 hurricane evacuation areas as defined by the Division of Emergency Management.
- Policy 2.2.3: New development in the <u>Coastal Building Zone</u>, <u>defined as 5000 feet landward of the currently adopted coastal construction control line or the entire barrier island, whichever is less</u> shall be consistent with <u>regulations and requirements established in Chapter 23, Coastal Development</u>, City Code of Ordinances) and with the <u>densities proposed by the Future Land Use</u>

Element for the area.

- **Policy 2.2.4:** Infill or redevelopment densities and intensities in Category 1 hurricane evacuation areas shall be consistent with Comprehensive Plan land use densities and adopted Redevelopment Plan and existing adjacent development.
- **Policy 2.2.5:** The City shall limit public expenditures that subsidize development permitted in CHHAs except those that preserve, restore, or enhance existing/adjacent natural resources.
- **Policy 2.2.6:** Maintain zoning policies that prohibit tall signs, new hospitals, and mobile home parks in the coastal high hazard area.
- **Policy 2.2.7:** The City will strive to increase the City's Community Rating System rating and on an ongoing basis make any needed revisions to its flood elevation standards to continue to improve flood insurance rates in the City.
- **Policy 2.2.8:** The coastal high-hazard area is the area <u>particularly vulnerable to the effects of coastal flooding from tropical storm events and is the area below</u> the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Application of mitigation and the application of development and redevelopment policies, pursuant to s. 380.27(2), and any rules adopted there under, shall be at the discretion of local government
- Policy 2.2.9 The City shall restrict future development in the CHHA (See Figure CO- 2 in the Comprehensive Plan Support Documents) through regulation of building practices, prohibiting encroachment on the dune system, providing for flood protection measures and limiting public expenditure for infrastructure in the coastal area to that necessary to protect the general health, safety and welfare of the public.
- Policy 2.2.10: Direct high density population concentrations away from the Coastal Building Zone and provide incentives to encourage and promote development within the City's Central Core/Neighborhood Redevelopment Overlay.
- Policy 2.2.11: The City shall require that any construction activities seaward of the Coastal Construction Control Line established in s. 161.053 be consistent with Chapter 161, F.S.
- Policy 2.2.12: As part of the existing permitting and zoning procedures, new development and redevelopment shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. 60.
- Policy 2.2.13: Development and redevelopment in the coastal areas will be based on principle strategies and engineering solutions intended to eliminate inappropriate and unsafe development in those areas.
- **Policy 2.2.14:** The City shall educate residents and potential developers of the strategies and engineering solutions, and direct development away from the CHHA.
- Policy 2.2.15: Amend the SUPPORT DOCUMENTATION to the City of Riviera Beach Comprehensive Development Plan at least once every five (5) years to include a listing or map of those areas and properties where repetitive loss, as defined by FEMA, has occurred as a consequence flooding or storm surge.
- Policy 2.2.16: The City shall use the following provisions as a means to direct construction away

#### from the CHHAs:

- a. Retain undeveloped lands in the CHHAs as public recreational sites or for other non-residential uses.
- b. <u>Provide for adequate evacuation routes in the event of an emergency, to include those</u> areas located within the CHHAs.
- c. All new development and redevelopment seaward of the CCCL shall be consistent with coastal regulations established in the City Code of Ordinances.
- Policy 2.2.17: To reduce risk of life and property from coastal flooding and catastrophic hurricane damage, the City shall establish avoidance and accommodation strategies. These strategies may include: the restoration of vulnerable areas to natural conditions; the acquisition or relocation of 'at risk' structures; the elevation of existing structures; structural interior modification/retrofit measures; wet floodproofing measures; and, dry flood-proofing measures.
- Policy 2.2.18: The City's land development regulations and Building Code shall be consistent with, or more stringent than, the flood resistant construction requirements established in the Florida Building Code and applicable flood plain management regulations set forth in 44 CFR, part 60.
- Policy 2.2.19: The City shall regularly review the Florida Building Code and its current Floodplain Management Ordinance to assure that the requirements for base flood elevations of all buildings and structures in flood hazard areas are currently applicable. in compliance with that Ordinance.
- Policy 2.2.20: While the City is already participating in the National Flood Insurance Program Community Rating System (CRS) administered by FEMA, the City shall review the program every two (2) years to determine its benefits to the City and its residents.
- Policy 2.2.21: The City's regulations regarding expansion and reconstruction of non-conforming structures within the CHHA shall specify that non-conforming structures may not be enlarged or altered, except in conformity with the Florida Building Code and FEMA flood restrictions and requirements; and, that any structure destroyed or damaged to an extent of more than fifty (50%) percent of its assessed value at time of damage, shall not be constructed except in conformity with the Florida Building Code and FEMA flood restrictions and requirements.
- Policy 2.2.22: The City shall maintain and implement low impact development design guidelines/standards that were developed as part of its NPDES (National Pollution Discharge Elimination System) Stormwater Permitting Program which reduce stormwater management loads and mitigates flooding impacts for new development or redevelopment within the CHHA determined to be vulnerable to high tide events, storm surge, flash floods, stormwater runoff and related impacts of sea level rise, and which are aimed at the following:
  - 1) Reduction in impervious surfaces (Ref. ARTICLE VII Florida Friendly Landscape Regulations, Zoning, City Code of Ordinances); and,
  - 2) Stormwater Control (Ref. Chapter 28.5 Stormwater Control, City Code of Ordinances).

#### **OBJECTIVE 2.3: Emergency Preparedness and Evacuation**

The City of Riviera Beach shall and update as necessary, its Emergency Management Plan (EMP), which provides for direction and control of activities during the period of any disaster, including preparedness, response and recovery.

- **Policy 2.3.1:** The City shall utilize its designated shelters for residence in conjunction with the American Red Cross, Palm Beach County Chapter, and Palm Beach County Division of Emergency Management.
- **Policy 2.3.2:** The City shall coordinate with local, regional, or state agencies to maintain an efficient and timely evacuation process in the case of a hurricane.
- **Policy 2.3.3:** The City shall annually coordinate with representatives of Palm Tran and the Palm Beach County Division of Emergency management to develop an Emergency Transit Evacuation Plan that secures buses to safely evacuate areas with transit-dependent populations.
- **Policy 2.3.4:** The City shall update its Emergency Management Plan (EMP) periodically in a manner consistent with Rules 9G-6 and 9G-7, FAC to incorporate changes to population, highways/bridges, shelter modifications, hurricane hazard analysis, and forecast techniques.
- Policy 2.3.5: The City shall continue to participate in the National Incident Management System (NIMS) which is especially beneficial to City as a comprehensive and consistent approach to emergency management.

#### **OBJECTIVE 2.4: Post-Disaster Redevelopment**

The City of Riviera Beach will reduce post-disaster damage by implementing steps to create a more disaster-resistant community.

- **Policy 2.4.1:** The City will continue to actively participate on the Palm Beach County Unified Local Mitigation Strategy (LMS) Steering Committee.
- **Policy 2.4.2:** The City shall prohibit the rebuilding of non-conforming uses that have experienced damage of greater than or equal to 50 percent of the assessed value, in the hurricane vulnerability zone.
- **Policy 2.4.3:** The City shall continue to promulgate regulations and enforce codes that provide for hazard mitigation prevention through the Land Development Code and the international (State of Florida) Building Code. These include land use changes in potentially affected areas, use of structural modifications to existing buildings and use of updated building codes in high-hazard areas; and enforcement of the coastal construction line. These regulations shall also be applied to eliminate unsafe buildings and inappropriate/non-conforming uses.
- **Policy 2.4.4:** The City shall review on an ongoing and continuous basis -- its building code to ensure consistency with the newly adopted Florida International Building Code.
- **Policy 2.4.5:** The City will continue to create a more disaster-resistant community via the implementation of its unsafe building abatement ordinance (Reference Ordinance No. 2971, adopted 6-16-04).
- Policy 2.4.6: The City's post-disaster redevelopment activities shall fall into two categories:
  - 1) Emergency Work; and
  - 2) Permanent Work.

Emergency Work shall commence immediately after a disaster and shall include only those activities necessary to save lives, protect property and remove threats to public health and safety. Permanent work includes any replacement or repair activities to facilities which were damaged, but which do not pose an immediate threat. Removal, relocation or structural modification of infrastructure and unsafe structures shall be prioritized into one of the two categories.

**Policy 2.4.7:** During the post-disaster recovery period, the Public Works Department, the Community Development Department, the Community Redevelopment Agency, and other appropriate agencies shall identify the damaged areas requiring rehabilitation or redevelopment (i.e. interim repairs prior to redevelopment versus demolition using pre-established criteria); prepare a redevelopment plan which reduces or eliminates the future exposure of life and property to hurricanes particularly where repeated damage has occurred; analyze and recommend to the City Council hazard mitigation options for damaged public facilities.

**Policy 2.4.8:** Per 2008 Charter Provisions, the City shall use 1½% of its total estimated annual ad valorem tax revenue as a source to provide matching funds for obtaining Federal Financial assistance in post-disaster emergencies and hazard mitigation, and familiarize itself with the more than 40 different public (state and federal) assistance programs through the use of an available document: "Post-Disaster Community Redevelopment and Economic Revitalization".

#### **OBJECTIVE 2.5: Climate Change and Community Resiliency**

The City shall adopt and implement strategies which increase community resiliency and protect property, infrastructure, and cultural and natural resources from the impacts of climate change, including sea level rise, storm surge, high tide events, changes in rainfall patterns, and extreme weather events.

**Policy 2.5.1:** The City shall participate in the Southeast Florida Regional Climate Change Compact.

Policy 2.5.2: The City shall collaborate with Palm Beach County to increase regional resilience by sharing technical expertise, participating in annual summits, assessing local vulnerabilities, advancing agreed upon mitigation and adaptation strategies, and developing joint State and Federal legislation policies and programs.

Policy 2.5.3: The City shall coordinate with Palm Beach County, other local governments, and other Federal, State and Regional agencies, and private property owners to develop initiatives and goals to address climate change.

Policy 2.5.4: To determine the coastal area at risk for flooding, the City shall rely on the 1, 2 and 3 Southeast Florida Regional Climate Change Compact. Maps identifying the 1, 2 and 3 foot sea level rise scenarios can be found on Figure CO-3 in the Comprehensive Plan Support Documentation. Based on these figures, the 1 foot level scenario is projected to occur between 2040-2070, the 2 foot level scenario from 2060-2115 and the 3 foot level scenario will be reviewed every seven (7) years as part of the EAR update process.

Policy 2.5.5: The City shall coordinate with the Federal Emergency Management Agency (FEMA) and other appropriate Federal, State and local review entities to determine appropriate and safe development strategies, and to identify current inappropriate and unsafe development subject to risk from high tide events (See Figure CO-4 in the Comprehensive Plan Support Documents), storm surge (See Figures CO-5 to CO-9 in the Comprehensive Plan Support Documentation), flash floods, stormwater runoff and the related impacts of sea level rise as it relates to the City.

- Policy 2.5.6: Areas of particular concern identified by the City that is currently impacted by the 1 ft., 2 ft. and 3 ft. sea level rise scenarios, high tide and storm surge are those properties located within the Coastal Building Zone, the Port of Palm Beach and the Riviera Beach Marina Village. These areas and other areas not currently impacted by the 1 ft., 2 ft. and 3 ft. sea level scenarios, high tide and storm surge identified in the Vulnerability Analysis provided by the Southeast Florida Regional Climate Change Compact, such as potential sites for public and emergency services facilities, should be subject to reasonable mitigation measures established in either the Florida Building Code or the City's Floodplain Management Ordinance (Reference Ch. 25, Code of Ordinances), whichever is applicable and deemed necessary.
- <u>Policy 2.5.7:</u> The City shall evaluate potential sites for the future development of a Resilience Hub Resource Center.
- Policy 2.5.8: The City shall consider acquiring repetitive loss properties for public purposes when that acquisition is determined to be beneficial to the public, which is cost feasible and when funding becomes available.
- Policy 2.5.9: Redevelopment plans involving infrastructure and critical facilities at risk for high tide events, storm surge, flooding, stormwater runoff and sea level rise will take into consideration flood mitigation options and alternative locations outside of flood prone areas.
- Policy 2.5.10: The City shall review the Costal Building Zone area as defined in its codes to determine whether or not the area should be expanded to include all flood prone areas on the mainland portion of the City.

#### GOAL 3 INTERGOVERNMENTAL COORDINATION

To advance the level of intergovernmental coordination and cooperation for decision making and policy development, regarding coastal issues.

# OBJECTIVE 3.1: Environmental Preservation, Enhancement, and Hazard Mitigation

To advance the level of intergovernmental coordination and cooperation for decision making and policy development, regarding coastal issues.

## OBJECTIVE 3.1: Environmental Preservation, Enhancement, and Hazard Mitigation

The City of Riviera Beach shall seek appropriate vehicles and forums for achieving effective intergovernmental coordination and cooperation regarding the impacts and implications of development in the coastal area on fragile coastal ecosystems and hazard mitigation.

- **Policy 3.1.1:** The City shall utilize the mechanisms provided in the Intergovernmental Coordination Element and the LMS to resolve intergovernmental conflicts and issues regarding environmental protection, preservation and restoration, and hazard mitigation.
- **Policy 3.1.2:** The City will continue to coordinate with environmental agencies such as Palm Beach County, the State of Florida, The SFWMD, FDEP, Florida Communities Trust, DCA, and other agencies regarding conservation, preservation, coastal management and emergency management/hazard mitigation matters.
- **Policy 3.1.3:** The City shall coordinate with Palm Beach County, the SFWMD and the FDEP, as well as other municipalities along Lake Worth Lagoon to preserve and protect the Lagoon, through administration of the Land Development Code, enforcement of environmental regulations, and implementation of the Coastal Management Element.
- **Policy 3.1.4:** The City supports and will coordinate with the 2007 Lake Worth Lagoon Management Plan jointly prepared by Palm Beach County Department of Environmental Resources Management, Florida Department of Environmental Protection and the South Florida Water Management District.



#### CITY OF RIVIERA BEACH, STAFF REPORT COMPREHENSIVE PLAN AMENDMENT JULY 12, 2018

AN ORIDNANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ADOPTED COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL REVIEW IN ORDER TO PROVIDE CONSISTENCY WITH CURRENT STATUTORY REQUIREMENTS PER SECTION 163.3191(4), FLORIDA STATUTES, INCLUDING, BUT NOT LIMITED TO, DELETING ANY AND ALL REFERENCES TO RULE 9J-5, FLORIDA ADMINISTRATIVE CODE, AS PROVIDED WITHIN ALL ELEMENTS OF THE COMPREHENSIVE PLAN, MORE SPECIFICALLY THE FUTURE LAND USE ELEMENT AND COASTAL MANAGEMENT ELEMENT, AND TO ADDRESS PERIL OF FLOOD PRINCIPLES PER SECTION 163.3178(2)(F), FLORIDA STATUTES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- **A. Applicant:** City initiated amendment process.
- **B.** Request: To amend the City's Comprehensive Plan to delete current references to Rule 9J-5, Florida Administrative Code, per Section 163.3191(4), Florida Statutes, and to also identify existing Elements, Goals, Objectives, and Policies which address peril of flood principles per Section 163.3178(20(f), Florida Statutes.
- **C.** Location: The Comprehensive Plan is applicable citywide.
- **D. Background and Staff Analysis:** The City's Comprehensive Plan is a policy document required by State Statute, which provides guidance for future development and growth patterns in the City. The City is required to evaluate and appraise the Comprehensive Plan every seven years. A component of this process is to ensure that the Comprehensive Plan is amended to incorporate any statutory changes adopted by the State since the Plan was last approved. The City's Planning and Zoning Board sits as the Local Planning Agency when reviewing Comprehensive Plan amendments.

The following items have been identified as required amendments:

- 1. Deletion of any reference to Rule 9J-5, Florida Administrative Code. City staff desires to take immediate action to resolve this conflict (see attached Comp. Plan pg. 1, 12 and 74).
- 2. Identification of satisfaction of Peril of Flood principles, as provided below.
  - a. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
  - b. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.
  - c. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

- d. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
- e. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. <u>161.053</u> be consistent with chapter 161.
- f. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

The following Comprehensive Plan Elements speak to the abovementioned Peril of Flood principles:

- Future Land Use Element
  - Goal 1, Protect and Enhance Residential, Commercial, Industrial, and Natural Resource Areas; specifically Objective 1.1, Policy 1.1.3 and Objective 1.5, Policy 1.5.1 and 1.5.2 (per page 1 and page 12).
- Conservation Element
  - Goal 5, Protection of Natural Floodplains, and subsequent Objectives and Policies (per pages 66-67).
- Coastal Management Element
  - Goal 2, Coastal Development and Emergency Management, and subsequent Objectives and Policies (per pages 74-76).
  - Goal 3, Intergovernmental Coordination, and subsequent Objectives and Policies (Per pages 77).
- **E.** Recommendation: City staff recommends approval of this Ordinance, which will result in the deletion of all current Comprehensive Plan references to Rule 9J-5, Florida Administrative Code, per Section 163.3191(4), Florida Statutes.

600 West Blue Heron Boulevard Riviera Beach, Florida  6:31 p.m 7:11 p.m.  11 Ser  12  13 not 14 like 15 for 16 to th 17  Tradrick McCoy, Chair Rena Burgess, Vice Chair James Gallon, Board Member Edward Kunuty, Board Member Margaret Shepherd, Board Member Jon Gustafson, Board Member Anthony Brown, First Alternate Member Jeff Gagnon, Acting Director of Community Development Melissa P. Anderson, Consulting Attorney Simone Davidson, Staff Assistant  Page 2  1 BE IT REMEMBERED that the following Planning 1 So I	MS. DAVIDSON: Anthony Brown.  MR. BROWN: Here.  MS. DAVIDSON: Tradrick McCoy. CHAIR McCOY: Here.  MS. DAVIDSON: You have a quorum. CHAIR McCOY: Thank you, Ms. Davidson. Item number III, acknowledgment of Board of the absence notification.  MR. GAGNON: Thank you, Chair. Jeff Gagnon, Acting Director of Development vices.  We did hear from Ms. Shepherd that she would be able to make it tonight. Additionally, I would to request that Mr. Brown serve as a voting member conight's meeting, if that pleases the Board, due nat vacancy.  CHAIR McCOY: Thank you, Mr. Gagnon. Item number IV, additions and deletions.  MR. GAGNON: We have no additions or tions.  I did want to take the opportunity to rence the last sheet in the packet, which is a memo
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Melissa P. Anderson, Consulting Attorney Simone Davidson, Staff Assistant  Page 2  1 BE IT REMEMBERED that the following Planning 2 and Zoning Board meeting was had at Riviera Beach City 2 men	Council as a regular Board member, and Mr. Brown
Page 2  1 BE IT REMEMBERED that the following Planning 1 So I 2 and Zoning Board meeting was had at Riviera Beach City 2 men	moved up from second alternate to first alternate.
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2 and Zoning Board meeting was had at Riviera Beach City 2 men	Page 4
	want to say congratulations to both of those Board
3 Hall Council Chambers 600 West Blue Heron Roulevard   3	abers. Nothing additional to add.
	VICE CHAIR BURGESS: Congrats.
4 Riviera Beach, Florida, on Thursday, July 12, 2018, 4	CHAIR McCOY: Thank you, Mr. Gagnon.
5 beginning at 6:31 p.m., with attendees as hereinabove 5	Congrats, members.
6 noted, to wit:	Item V, any disclosure by Board members? Any
	abers wishing to disclose? Hearing none, is there a
	on to adopt the agenda?
9 July 12th, 2018 Planning and Zoning Board meeting to 9	MR. KUNUTY: So moved.
10 order. We'll start with a moment of silence, followed 10	VICE CHAIR BURGESS: Second.
11 by the Pledge of Allegiance.	CHAIR McCOY: It's been motioned by
	Kunuty and seconded by Mrs. Burgess. Ms. Davidson,
	u'll call the roll.
14 CHAIR McCOY: Ms. Davidson, if you would call 14	MS. DAVIDSON: Rena Burgess.
15 the roll, please. 15	VICE CHAIR BURGESS: Yes.
16 MS. DAVIDSON: Rena Burgess. 16	MS. DAVIDSON: James Gallon.
17 VICE CHAIR BURGESS: Here. 17	MR. GALLON: Yes.
18 MS. DAVIDSON: James Gallon. 18	MS. DAVIDSON: Edward Kunuty.
19 MR. GALLON: Here. 19	MR. KUNUTY: Yes.
20 MS. DAVIDSON: Edward Kunuty. 20	MS. DAVIDSON: Jon Gustafson.
21 MR. KUNUTY: Here. 21	MR. GUSTAFSON: Yes.
22 MS. DAVIDSON: Margaret Shepherd. 22	
23 (No response.) 23	MS. DAVIDSON: Anthony Brown.
24 MS. DAVIDSON: Jon Gustafson. 24	MS. DAVIDSON: Anthony Brown. MR. BROWN: Yes.
25 MR. GUSTAFSON: Here. 25	MS. DAVIDSON: Anthony Brown.

1 (Pages 1 to 4)

	Page 5		Page 7
1	MS. DAVIDSON: Unanimous vote.	1	the starred area just west of that westernmost molasses
2	CHAIR McCOY: Thank you.	2	storage tank. Zooming in a little closer, once again,
3	Item number VI, approval of the minutes from	3	this is the proposed location for the monopole tower,
4	April 26, 2018. Is there a motion?	4	which is a 130 foot telecommunications tower proposed
5	VICE CHAIR BURGESS: So moved.	5	to be shared by multiple providers.
6	MR. KUNUTY: Second.	6	This is the site plan, for the record. It's
7	CHAIR McCOY: It was motioned by Mrs. Burgess	7	kind of difficult to see, but I highlighted the area
8	and a second by Mr. Kunuty. Mrs. Davidson.	8	that would be impacted by this proposal with the red
9	MS. DAVIDSON: Rena Burgess.	9	box. So again, I'll go back to the previous slide,
10	VICE CHAIR BURGESS: Yes.	10	just so you can see that area. That star correlates to
11	MS. DAVIDSON: James Gallon.	11	the area associated with the red box.
12	MR. GALLON: Yes.	12	This is the elevation of what the towers
13	MS. DAVIDSON: Edward Kunuty.	13	excuse me what the tower would look like. It's just
14	MR. KUNUTY: Yes.	14	a single tower. This is just the elevation from
15	MS. DAVIDSON: Jon Gustafson.	15	multiple directions.
16	MR. GUSTAFSON: Yes.	16	Additionally, for just the record, we have
17	MS. DAVIDSON: Anthony Brown.	17	hard copies of all this information in the back of the
18	MR. BROWN: Yes.	18	chambers as well, if anyone would like to see that
19	MS. DAVIDSON: Tradrick McCoy.	19	packet in its, really in its complete state. So these
20	CHAIR McCOY: Yes.	20	items were taken from that packet.
21	MS. DAVIDSON: Unanimous vote.	21	So we have here a simulation of what the
22	CHAIR McCOY: Thank you.	22	tower would look like from a few different locations
23	Item number VII, unfinished I'm sorry.	23	really within the city itself, and also one outside of
24	Yes, item number VII, we don't have any of that.	24	the city, which is view number five, which is West Palm
25	Item number VIII, new business.	25	Beach. This is part of the submittal criteria for any
	Page 6		Dana 0
	1436		Page 8
1	_	1	new telecommunications tower.
1 2	MR. GAGNON: Yes, thank you, sir.	1 2	new telecommunications tower.
	MR. GAGNON: Yes, thank you, sir. And actually, I also wanted to introduce	1	new telecommunications tower.  So what you'll see is the original condition
2	MR. GAGNON: Yes, thank you, sir. And actually, I also wanted to introduce Melissa Anderson, who is our Consulting City Attorney	2	new telecommunications tower.  So what you'll see is the original condition and the proposed condition once the tower were to be
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2 (Pages 5 to 8)

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MS. SOLIK: Okay. It's a permitted use in

the industrial zoning, and we have no issues with the

#### Page 9 Page 11 1 within the Port of Palm Beach. It's not adjacent to 1 staff conditions of approval. And we would request 2 2 any residential locations. I think the nearest your recommendation of approval to the City Council 3 3 residential location is approximately 1,000 feet from tonight. 4 4 CHAIR McCOY: Ms. Solik, I do want to ask one this proposed site. 5 5 question. And I don't know if it was mentioned in the So staff is recommending approval of the site plan application SP-17-09 from Vertex. 6 presentation, but this tower is to replace one that is 7 We have a few conditions of approval, four 7 existing, that is attached to a building that's no 8 8 conditions of approval that are also provided, if that longer going to be there, correct? 9 9 pleases the Planning and Zoning Board and City Council. MS. SOLIK: Want me to take that? 10 The first is that construction improvements must be 10 MR. GAGNON: Sure. 11 initiated within 18 months of the effective date of the 11 MS. SOLIK: Mr. McCoy, it is not replacing an 12 resolution, which is a boilerplate condition for all of 12 existing tower. AT&T has existing antenna on another 13 our development orders. 13 building within the Port property. It's located to the 14 Number two, which is also boilerplate, is 14 northeast of this site, just on the other side of the 15 that City Council authorizes City staff to approve 15 flyover road, U.S. 1. And the Port Authority is 16 future amendments to the site plan administratively so 16 tearing that building down, so those antenna need to go 17 17 long as they do not deviate greater than five percent. somewhere. So this tower will house the AT&T antenna 18 18 The development must receive final C.O. or a and will have three available additional slots for the 19 19 Certificate of Completion from the City within five other license carriers in your marketplace. 20 20 years of approval. CHAIR McCOY: Okay, and I did read that. I'm 21 21 And once approved, this resolution shall sorry if I didn't explain it as clearly as you did, but 22 22 I did read that, and I wanted to make sure that that supersede any previous site plan approval resolutions 23 23 associated with this specific location. was said publicly. 24 So at this point I'd like to provide the 24 Mr. Kunuty, you're recognized. 25 25 opportunity for Vertex and their representatives and MR. KUNUTY: Yes, just a question. The Page 10 Page 12 1 1 height of this tower, is this kind of like a standard agent to speak on this matter if they choose. 2 And also, just for the record, Ms. Shepherd 2 height, I mean when you drive around and you look at 3 3 has made it to the dais as well, so I just wanted to towers? I was just curious. 4 make that statement as well. 4 MS. SOLIK: I would say that for a somewhat 5 MS. SOLIK: Good evening. I'm Mary Solik, 5 urban area, this would be fairly standard. They would 6 121 South Orange Avenue, Suite 1500, Orlando, Florida. 6 range between 125 and 150 in this area. 7 7 I'm legal counsel for Vertex Development. I will tell you that I'm doing a lot of work 8 With me tonight is Mark Schuh, a principal of 8 for Verizon now in north Florida, in very rural parts 9 Vertex, Brian Holmes and Jen Frost. These are all 9 of Florida, in Florida where there is no coverage, and 10 project managers for Vertex. 10 I'm doing 250 foot towers up there. But in an urban 11 Mr. Gagnon has given you a pretty 11 setting like this, yes, that's a typical height. 12 comprehensive presentation regarding this application, 12 MR. KUNUTY: You mentioned three carriers 13 and you have a lot of materials in your agenda package. 13 that will be on there? 14 Do you all have any questions for me that I can answer? 14 MS. SOLIK: Initially AT&T will install their 15 No? 15 equipment on the tower. There will be three -- the 16 CHAIR McCOY: Members? 16 tower is physically capable of supporting another three 17 MS. SOLIK: Okay, we -- oh, I'm sorry. 17 carriers' equipment. My client has interest from two 18 VICE CHAIR BURGESS: No. Chair. 18 additional carriers at this point. I don't think we 19 CHAIR McCOY: You're recognized. 19 have leases yet, but we have interest from two more 20 VICE CHAIR BURGESS: I was just going to say 20 carriers. It will be capable of supporting four in 21 the packet was very well put together, and so I don't 21 22 have any questions, because everything that I reviewed 22 MR. KUNUTY: Thank you. No other questions. 23 was in here, so --23 CHAIR McCOY: Any other members, questions or

3 (Pages 9 to 12)

comments? Hearing no questions, no comments, I just

want to point out do we now substitute Mrs. Shepherd's

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	Page 13		Page 15
1	voting rights back in now that she's here?	1	letter that was submitted to the State as far as
2	MR. GAGNON: I believe that would be the	2	starting that process.
3	proper procedure. So Mr. Brown would obviously be able	3	So the correspondence we received from the
4	to discuss any of the items, however, he would not be	4	State was to really continue with our process. And one
5	able to actively vote on any motion.	5	of the elements that is statutorily required is
6	CHAIR McCOY: Okay. Any other concerns from	6	removing any reference to Rule 9J-5, which I believe
7	members of the Board? Hearing none, the floor is open	7	was stricken through in 2009. It might have been 2008.
8	for a motion of approval.	8	But there's a specific statute that says no
9	MR. GUSTAFSON: Motion to approve.	9	Comprehensive Plan can reference that administrative
10	MR. KUNUTY: Second.	10	rule.
11	CHAIR McCOY: There's been a motion and a	11	So I want to go to before I go to the
12	second. Roll call.	12	hyperlink, there's three references within our
13	MS. DAVIDSON: Rena Burgess.	13	Comprehensive Plan. So what this ordinance would do is
14	VICE CHAIR BURGESS: Yes.	14	really delete only a few small segments of the
15	MS. DAVIDSON: James Gallon.	15	Comprehensive Plan that are in conflict with Florida
16	MR. GALLON: Yes.	16	Statutes.
17	MS. DAVIDSON: Edward Kunuty.	17	Let me see if this hyperlink works, and I
18	MR. KUNUTY: Yes.	18	will demonstrate the specific pages and lines that are
19	MS. DAVIDSON: Margaret Shepherd.	19	proposed to be stricken through. Again, this
20	MS. SHEPHERD: Yes.	20	information is provided in the back of the material and
21	MS. DAVIDSON: Jon Gustafson.	21	provided to all Board members tonight in your packets.
22	MR. GUSTAFSON: Yes.	22	So as you can see within policy 1.1.5, there
23	MS. DAVIDSON: Anthony Brown.	23	was a section referencing 9J-5, so we're required to
24	I'm sorry; I'm sorry.	24	strike through that specific line.
25	MS. DAVIDSON: Tradrick McCoy.	25	Further, within objective 1.5, there's again
	Page 14		Page 16
1	Page 14 CHAIR McCOY: Yes.	1	Page 16 a reference to 9J-5, so we have to strike through that.
1 2		1 2	
	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote.		a reference to 9J-5, so we have to strike through that.
2	CHAIR McCOY: Yes.	2	a reference to 9J-5, so we have to strike through that. Within the Coastal section, in policy 2.2.1,
2	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B	2 3	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference
2 3 4	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B  VICE CHAIR BURGESS: Thank you.	2 3 4	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through
2 3 4 5	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business.	2 3 4 5	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.
2 3 4 5 6	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the	2 3 4 5 6	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are
2 3 4 5 6 7	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm	2 3 4 5 6 7	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp
2 3 4 5 6 7 8	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted	2 3 4 5 6 7 8	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily
2 3 4 5 6 7 8	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal	2 3 4 5 6 7 8	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will
2 3 4 5 6 7 8 9	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current	2 3 4 5 6 7 8 9	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment
2 3 4 5 6 7 8 9 10	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida	2 3 4 5 6 7 8 9 10	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process
2 3 4 5 6 7 8 9 10 11	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and	2 3 4 5 6 7 8 9 10 11	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming
2 3 4 5 6 7 8 9 10 11 12 13	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative	2 3 4 5 6 7 8 9 10 11 12	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive
2 3 4 5 6 7 8 9 10 11 12 13 14	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the	2 3 4 5 6 7 8 9 10 11 12 13	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B  VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the  City Council of the City of Riviera Beach, Palm  Beach County, Florida, amending the City's adopted  Comprehensive Plan based on evaluation and appraisal  review in order to provide consistency with current  statutory requirements per Section 163.3191(4), Florida  Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative  Code, as provided within all elements of the  Comprehensive Plan, more specifically, the Future Land	2 3 4 5 6 7 8 9 10 11 12 13 14	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B  VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the  City Council of the City of Riviera Beach, Palm  Beach County, Florida, amending the City's adopted  Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida  Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative  Code, as provided within all elements of the  Comprehensive Plan, more specifically, the Future Land  Use Element and Coastal Management Element, and to	2 3 4 5 6 7 8 9 10 11 12 13 14 15	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	CHAIR McCOY: Yes. MS. DAVIDSON: Unanimous vote. CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you. CHAIR McCOY: under new business. MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for conflicts and severability, and providing for an	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on this slide and four on the next that are the specific
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for conflicts and severability, and providing for an effective date.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on this slide and four on the next that are the specific peril of flood principles that are referenced within
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for conflicts and severability, and providing for an effective date.  So a few months back we had an overview of	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on this slide and four on the next that are the specific peril of flood principles that are referenced within the Florida Statute.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for conflicts and severability, and providing for an effective date.  So a few months back we had an overview of the City's Comprehensive Plan and an anticipated timeline as far as reviewing Comprehensive Plan amendments. We had received correspondence from the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on this slide and four on the next that are the specific peril of flood principles that are referenced within the Florida Statute.  Luckily, being the fact that we're a coastal
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CHAIR McCOY: Yes.  MS. DAVIDSON: Unanimous vote.  CHAIR McCOY: Thank you. Letter B VICE CHAIR BURGESS: Thank you.  CHAIR McCOY: under new business.  MR. GAGNON: Letter B is an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the City's adopted Comprehensive Plan based on evaluation and appraisal review in order to provide consistency with current statutory requirements per Section 163.3191(4), Florida Statutes, including but not limited to deleting any and all references to Rule 9J-5, Florida Administrative Code, as provided within all elements of the Comprehensive Plan, more specifically, the Future Land Use Element and Coastal Management Element, and to address peril of flood principles per Section 163.3178(2)(f), Florida Statutes, providing for conflicts and severability, and providing for an effective date.  So a few months back we had an overview of the City's Comprehensive Plan and an anticipated timeline as far as reviewing Comprehensive Plan	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	a reference to 9J-5, so we have to strike through that.  Within the Coastal section, in policy 2.2.1, at the end of that policy there was another reference to rule Rule 9J-5, so that has to be stricken through as well.  So those are the only modifications that are being requested as far as text amendment to the Comp Plan, but it's something that we're statutorily required to do. And the State, hopefully, will recognize that as the City initiating our amendment process and allowing us to continue that process throughout the upcoming months, and really upcoming years, as required, in order to shape our Comprehensive Plan to the document we want it to be.  So the other element that is now statutorily required is identifying how your Comprehensive Plan satisfied or satisfies what's known as peril of flood principles. So I've provided six bullet points, two on this slide and four on the next that are the specific peril of flood principles that are referenced within the Florida Statute.  Luckily, being the fact that we're a coastal community, we have a Coastal Element already included

4 (Pages 13 to 16)

	Page 17		Page 19
1	points in full or partially to the level where I think	1	VICE CHAIR BURGESS: It's part of the packet.
2	we can make the argument that our Comprehensive Plan	2	It's under Goal 2.
3	does recognize these principles from the fact, again,	3	MR. GAGNON: One of the supplemental sheets?
4	we're a coastal community, not to say that there aren't	4	VICE CHAIR BURGESS: Yes, under Goal 2 for
5	improvements that can be done to further these	5	Coastal Development and Emergency Management. So it's
6	principles.	6	page 75 of the packet.
7	However, what I would like to do is provide	7	MR. GAGNON: Page 75, okay.
8	documentation to the State identifying the specific	8	VICE CHAIR BURGESS: Yes, policy 2.3
9	sections of our Comprehensive Plan that we feel satisfy	9	MR. GAGNON: Okay.
10	those peril of flood principles which have been called	10	VICE CHAIR BURGESS: 4. Looks like
11	out in the staff report and also provided on the	11	there's a strike through the 4.
12	PowerPoint presentation tonight.	12	MR. GAGNON: Yes, that's unusual. Okay, so
13	So within our Future Land Use Element, our	13	I'm at the same point, 2.3.4.
14	Conservation Element and Coastal Management Element, we	14	VICE CHAIR BURGESS: It just says
15	have certain goals and policies that really do answer	15	periodically. I was, you know, wanting to know
16	some of those principles in part or in full. So those	16	specifically, I mean what that period was. Is it two
17	elements have been called out in the staff report.	17	years? Is it five years?
18	We've provided the individual Comprehensive Plan sheets	18	MR. GAGNON: I would have to do more research
19	so the Board may reference those.	19	on that to give you an educated answer.
20	So we're not, from a staff level, we're not	20	VICE CHAIR BURGESS: And I may find it,
21	necessarily asking the Planning and Zoning Board to	21	because I'm there. I just need to breeze through it
22	take any action on these. It's really just informally	22	real quick. But okay, I'll let you know if I don't
23	providing this and identifying the fact that we will	23	find it by the end of the night.
24	provide this information to the State that staff feels	24	MR. GAGNON: Okay. Okay, yes, I'd be happy
25	is the answer or response to some of those peril of	25	to look into it further. I know that in many cases
	Page 18		Page 20
1		1	_
1 2	flood requirements. And we can get feedback from the	1 2	Palm Beach County takes the lead on a lot of those
	flood requirements. And we can get feedback from the State and determine how to modify our Comprehensive		_
2	flood requirements. And we can get feedback from the State and determine how to modify our Comprehensive Plan further to satisfy those requirements in totality.	2	Palm Beach County takes the lead on a lot of those plans, and local municipalities kind of feed off of that.
2	flood requirements. And we can get feedback from the State and determine how to modify our Comprehensive Plan further to satisfy those requirements in totality.  So again, the ordinance is really just	2 3	Palm Beach County takes the lead on a lot of those plans, and local municipalities kind of feed off of that.  VICE CHAIR BURGESS: Right.
2 3 4	flood requirements. And we can get feedback from the State and determine how to modify our Comprehensive Plan further to satisfy those requirements in totality.  So again, the ordinance is really just deleting those few references to Rule 9J-5. So staff	2 3 4	Palm Beach County takes the lead on a lot of those plans, and local municipalities kind of feed off of that.
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5 (Pages 17 to 20)

	Page 21		Page 23
1	MS. DAVIDSON: Edward Kunuty.	1	all those negative stories.
2	MR. KUNUTY: Yes.	2	MR. GAGNON: I think there was one article,
3	MS. DAVIDSON: Margaret Shepherd.	3	and there could have been multiple articles. One
4	MS. SHEPHERD: Yes.	4	report that I read that did reference the fact that
5	MS. DAVIDSON: Jon Gustafson.	5	I think it specifically referenced the fact the
6	MR. GUSTAFSON: Yes.	6	Planning and Zoning Board had recommended approval of
7	MS. DAVIDSON: Tradrick McCoy.	7	the plan. But I think it was, let's say, 80 percent
8	CHAIR McCOY: Yes.	8	down the page of the story, and just one line.
9	MS. DAVIDSON: Unanimous vote.	9	So, you know, it's something that it's public
10	CHAIR McCOY: Thank you, members.	10	information, we had a public meeting, so oftentimes
11	We don't have any workshop items, so we'll	11	I don't know, I'm not a news reporter, but lots of
12	move into item X, general discussion. And I don't	12	times those facts are embedded in the story, but
13	believe we have public comments, nor do we have any	13	they're not really the attention getter that is
14	correspondence. Is that correct, Mr. Gagnon?	14	demanded in that industry.
15	MR. GAGNON: The only correspondence was the	15	MR. KUNUTY: No other questions.
16	memo that we discussed at the beginning of our meeting	16	VICE CHAIR BURGESS: Chair.
17	which identified the Board membership. That was the	17	CHAIR McCOY: You're recognized,
18	last page of our packet. Other than that, no	18	Mrs. Burgess.
19	additional correspondence.	19	VICE CHAIR BURGESS: I just want to let
20	CHAIR McCOY: Okay. Board members, any	20	Mr. Gagnon know that I did read it, and I'm reading
21	Planning and Zoning Board comments?	21	from Florida Administrative Code 9G-6.010. And it just
22	MR. KUNUTY: Mr. Chair.	22	states that the County will notify the municipality 60
23	CHAIR McCOY: You're recognized, Mr. Kunuty.	23	days prior to review and then within 60 days of
24	MR. KUNUTY: We approved the Stonybrook last	24	completion. So it doesn't actually state a timeframe
25	session, correct?	25	that the plans would be reviewed. So could you do just
23	session, correct:	23	that the plans would be reviewed. So could you do just
	Page 22		Page 24
1	MR. GAGNON: It was on April 26th, I believe.	1	a little bit more
2	MR. KUNUTY: Because something was on the	2	MR. GAGNON: Yes.
3	news. I just kind of caught it out of the corner of my	3	VICE CHAIR BURGESS: to see if we can
4	eye, you know, kind of saying that Rivera Beach isn't	4	okay, thank you.
5	doing anything about Stonybrook and the City Council	5	MR. GAGNON: Sure.
6	has not approved the changes. I mean that's kind of	6	CHAIR McCOY: Any other members with
7	bad press for us since we've approved it and it should	7	comments?
8	be	8	MS. SHEPHERD: Mr. Gagnon, could you refresh
9	MR. GAGNON: So there's been multiple news	9	my memory: How does the City, or what part does the
10	stories. What I can say is there was a recent	10	City play in Stonybrook? Just what part do we play in
11	inspection of Stonybrook by City staff. There are	11	it? Because that's a part of the Federal government.
12	agenda items scheduled for the 18th, the July 18th City	12	MR. GAGNON: So part of their funding
13	Council meeting, specifically the first reading of the	13	sources, it's HUD dollars, so that's Federal dollars.
14	abandonment, the first reading of the text amendment,	14	Being that it's a part of the municipality, you know,
15	and also a presentation or a discussion item of really	15	it's a development, a property within the municipality,
16	the entire development as a whole and the site plan.	16	the City has some responsibility.
17	So the timeline to provide an opportunity for Council	17	However, again, it is really private
18	action is really about a week away, so I think we'll	18	property; it's not a City owned property. So we can
19	get more information about that in the very near	19	help facilitate discussions, help really make
20	future.	20	improvements happen, or at least assist with that. But
21	MR. KUNUTY: You know, that's a good example	21	unfortunately, I think I'll just speak from my
22	of just a little PR goes a long way. You know, if we	22	perspective. I think that I would like to do more at
23	made an announcement saying that the Planning and	23	times, but we have limitations, just as the City as a
24	Zoning Board approved the improvements at Stonybrook	24	whole.
25	and it's heading for City Council, that would diffuse	25	I think it's something that it has come back

6 (Pages 21 to 24)

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up, and I think it's attempted to be addressed at this point in time. I remember a few years back, I think in 2016 it kind of came to light again and was heavily focused on, and I think we're back at that point in time again. So there's some new dynamics in place now, but we're at a point where we'll have definitely more discussions about paths forward.

And you know, the main thing that staff, City staff is focusing on is the residents. We want to make sure that everything is safe. Within my department, specifically the Building Division, you know, life, safety, welfare, those are some of the really, not only the tasks or goals, but the requirements of those

So we have been in active communications with that property management team, and we think that on July 18th we're going to have a healthy discussion on a path forward.

> MS. SHEPHERD: Healthy discussion where? MR. GAGNON: During City Council meeting.

MS. SHEPHERD: Okay. The reason why I ask, and listening to Mr. Kunuty, is that when I was over

23 Ivey Green, it's basically the same thing. And I think 24 Mr. Wilkins was the City Manager and Mayor Brown was

25 the Mayor at that time. And they just instilled in me Page 27

Page 28

MR. GALLON: I noted Mr. McCoy has brought this up a couple of times about the sales tax, and we still haven't seen anything as the Planning Board. And also as a resident, I still have not seen or heard where this money is going. You know, is there an oversight committee? You know, what is going on with this money that we have no clue what's happening with

MR. GAGNON: I don't believe an official oversight committee has been formed. It's been discussed at various City Council meetings, but the committee hasn't been formed, and I don't believe that there's been any allocations recommended.

MR. GALLON: Is there any way, or who do we need to contact, or who do I need to contact to find out, you know, what's the situation, where they are in planning on what they're going to do with it or what have you?

MR. GAGNON: I can follow up with administration and see if there's a timeline associated with it. I think ultimately it will be a City Council item as far as making a recommendation or a determination for composition of the Board. From what I can recall right now, I don't believe that has occurred at this point in time. I do remember it being

that that's Federal property, and really, the City really doesn't have a real hand in it. They can just kind of talk about it.

But do we really have a part in kind of navigating how Stonybrook will be transformed -- I guess that's the word -- to give people hope?

MR. GAGNON: Do we play a part? Absolutely. But do we have full control? No. We can't do it ourselves. There's other factors that need to really come into play. Some we may not have control over, but there are some things we can do in order to help facilitate those discussions and help improve conditions at that location.

MS. SHEPHERD: Well, I'm bringing it up to try to give the residents there a little hope, because I know we needed hope. And we fought, and listening on the radio -- I mean television. And those people really are kind of down, and I think the City has to really do a little bit more with code enforcement and try to force their hand. And I think that we can do a little bit better. I know we're restricted, but, you know, I think the City could do a little bit more. Thank you. MR. GALLON: Chair. CHAIR McCOY: You're recognized, Mr. Gallon.

Page 26

discussed though. So I'd be happy to ask the question of City management and see if there's a timeline.

MR. GALLON: Okay, thanks.

CHAIR McCOY: Mr. Gallon, that's interesting, because I just had asked a Councilperson today, and I just got a response back in this meeting what was going on with the sales surtax.

I also double and serve on the Construction Oversight Review Committee for the School District, and I can tell you the School District has started spending sales money back in 2017. And they've done a huge overhaul as far as technology, new buses, a lot of security upgrades that was already in place prior to the referendum.

And I know how much of a -- definitely it met a need over on the School District's side, especially in light of, you know, some of the recent things involving school security. So, you know, I actually asked that this morning, and I just got a response back. But I believe it's in the works.

And you know, I would definitely extend my appreciation to my Board members, because, you know, what we do here is rare, because just from watching, there's been vacancies on a number of City Boards, the Civil Service Board, the Charter Review Board, and it's

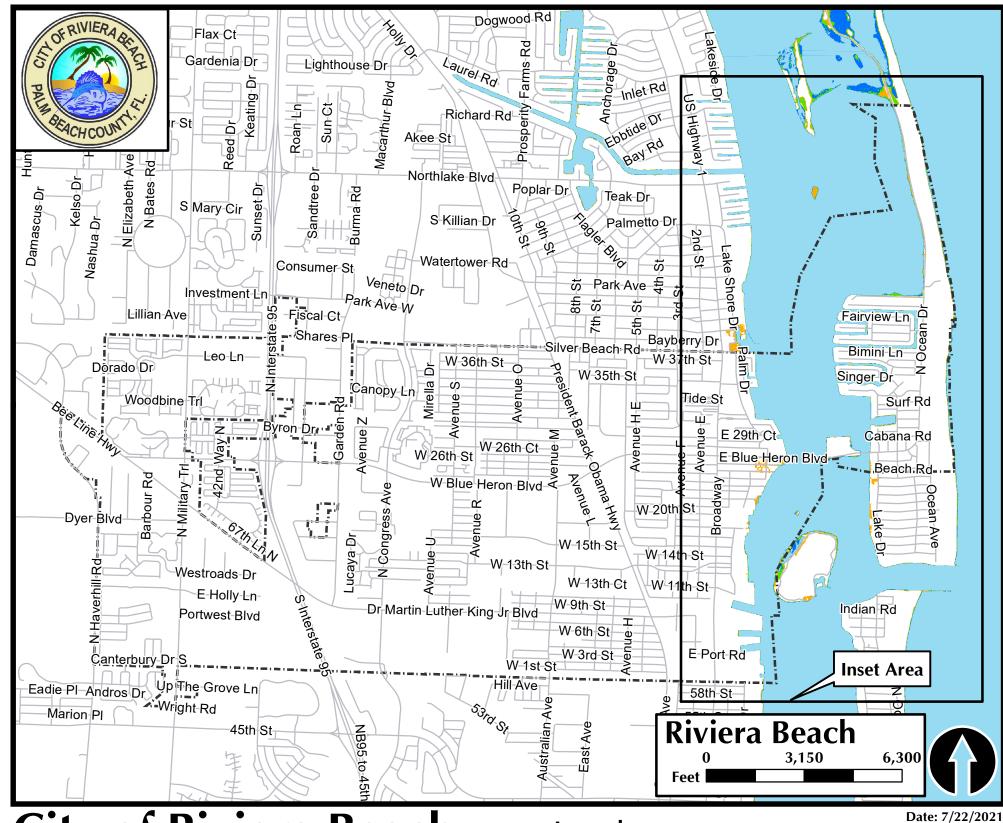
7 (Pages 25 to 28)

Page 29 Page 31 1 just not enough people that's participating. 1 So I guess just as a matter of protocol, 2 2 When we actually pay sales tax, you know, we if -- you know, I guess that's a question that we can 3 want to know where that money goes and have some sort have you look into, if that's something that will come 4 of, you know, input in what happens in our community. 4 back before us in the event of it being vetoed or --5 5 MR. GAGNON: I'm confused. You mentioned So I appreciate it. 6 6 But that was definitely my question this consent agenda for --7 7 morning of one of the Council members, what was going CHAIR McCOY: Well, the first reading was on 8 on with the sales surtax committee, because not one 8 consent, I believe, correct? 9 9 cent can be spent until a committee is formed to MR. GAGNON: No, not that I recall. 10 provide oversight. So we're kind of like behind. 10 CHAIR McCOY: Okay. Well, I may be mistaken, 11 And I even offered, I think I offered the 11 but I --12 recommendation to a past Councilperson that perhaps 12 MR. GAGNON: Okay. those duties can be assigned to us, because, you know, 13 13 CHAIR McCOY: I'm probably mistaken, but I 14 I think by, I guess, my interpretation and reading of 14 thought that's what happened. But I know it came up, 15 the code is any improvements to any kind of public 15 and it was pretty quick, so I may have missed it. But 16 streets or roadways should come through the Planning 16 I know the second meeting, you know, there was a lot of 17 17 and Zoning; also any infrastructure improvements should discussion, and the Mayor said that he was going to 18 18 come through this Board. veto it. And I understand --19 19 So, you know, if it's already tough enough MR. GAGNON: There definitely was a lot of 20 20 for us to get people to come out and participate, much discussion. I guess the quick synopsis of it was the 21 21 Council moved forward with the ordinance as presented less serve on a Board, you know, I think, you know, it 22 would be probably worth exploring the idea of having us 22 by staff, however, they also requested that staff 23 23 to serve also as the ISOC, which is the Independent provide them with an ordinance to initiate a moratorium 24 Surtax Oversight Committee. So, you know, I certainly 24 to allow for additional time to study any separation 25 25 wanted to see what was going to happen with that, so I requirements. So that first reading of the moratorium Page 30 Page 32 appreciate your comments. But that's definitely ordinance will be on the July 18th City Council meeting 1 1 2 something that was on my mind today as well. 2 as well. 3 Any other members with questions or comments? 3 CHAIR McCOY: Okay, okay, good enough. 4 Now, I wanted to ask the question of staff. 4 Any other members? Comments? Hearing none, 5 5 Now, I know there was this huge concern about the any project updates? filling stations, and I believe I asked, and I 6 6 MR. GAGNON: Not at this time. Our next 7 7 understand that the Mayor has vetoed the ordinance that tentative meeting is scheduled for July 26. Following 8 was adopted by City Council. Is that not correct? that will be August 9th. 9 MR. GAGNON: I haven't received that 9 CHAIR McCOY: Okay. All right, if there's 10 information if it is. 10 nothing else, is there a motion to adjourn? 11 CHAIR McCOY: Okay. But in your experience, 11 MR. GALLON: Move to adjourn. 12 12 if there was ever an ordinance that came through P & Z VICE CHAIR BURGESS: Second. 13 and then also went over to Council and was ultimately 13 (Whereupon, at 7:11 p.m., the proceedings 14 vetoed, is that then reset and it comes all the way 14 were concluded.) 15 15 back to us, because --16 MR. GAGNON: I haven't had it happen. I do 16 17 not know. 17 18 CHAIR McCOY: Okay. Yes, I was just curious, 18 19 19 because, yes, that prompted a lot of discussion. And I 20 20 was a little surprised to see something as important as 21 the fueling stations being placed on a consent agenda, 21 22 you know, especially in light of the controversy. 22 23 23 Well, I won't call it controversy, but definitely the 24 spirited debate and discussion about the fueling 24 25 25

8 (Pages 29 to 32)

	Page 33	
1		
1 2	CERTIFICATE	
3		
4	THE STATE OF FLORIDA )	
_	)	
5	COUNTY OF PALM BEACH )	
6		
7		
8	I, Susan S. Kruger, do hereby certify that	
9	I was authorized to and did report the foregoing	
10	proceedings at the time and place herein stated, and that the foregoing pages comprise a true and correct	
11 12	transcription of my stenotype notes taken during the	
13	proceedings.	
14	IN WITNESS WHEREOF, I have hereunto set my	
15	hand this 16th day of July, 2018.	
16	<b>2 2 2 2 3 3 3 3 3 3 3 3 3 3</b>	
17		
18		
19		
20 21		
21	Susan S. Kruger	
22	Susaii S. Krugei	
23		
24		
25		

9 (Page 33)



# City of Riviera Beach 1-3 Ft. Sea Level Rise Scenarios

(Likely to be Inundated)

INFORMATION PROVIDED BY THE SOUTHEAST FLORIDA REGIONAL COMPACT CLIMATE CHANGE - VULNERABILITY ANALYSIS FOR SOUTHEAST FLORIDA TO SEA LEVEL RISE DATA SOURCE: NOAA

### Legend

Riviera Beach Boundary

Current MHHWL (Mean Higher High Water Leve)

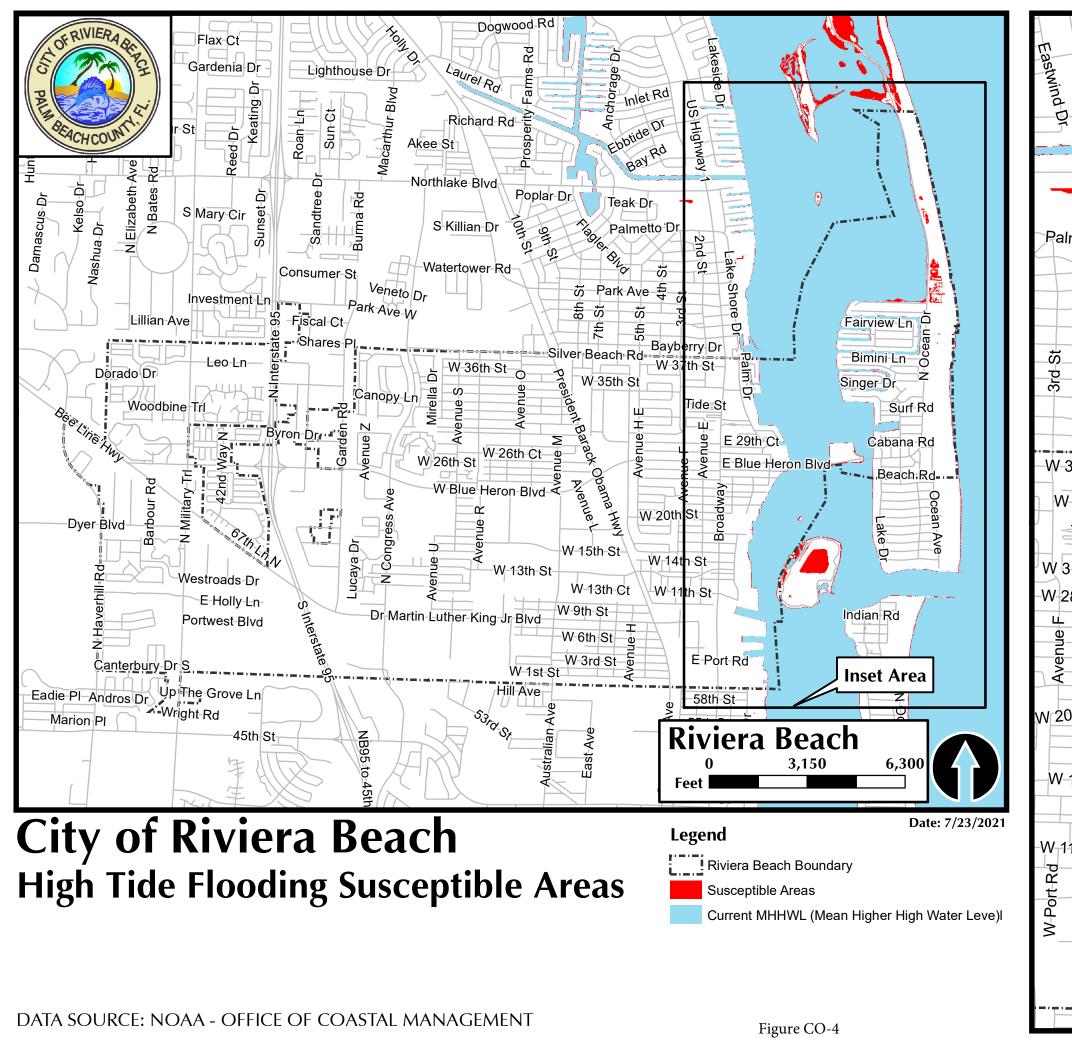
1 Ft. Sea Level Rise (Projected Occurance 2040-2070)

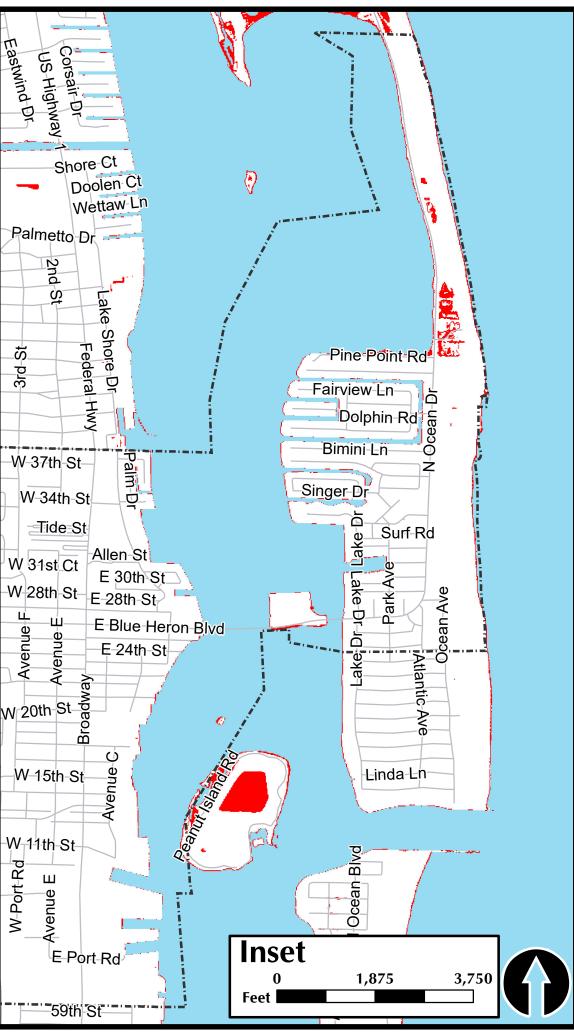
2 Ft. Sea Level Rise (Projected Occurance 2060-2115)

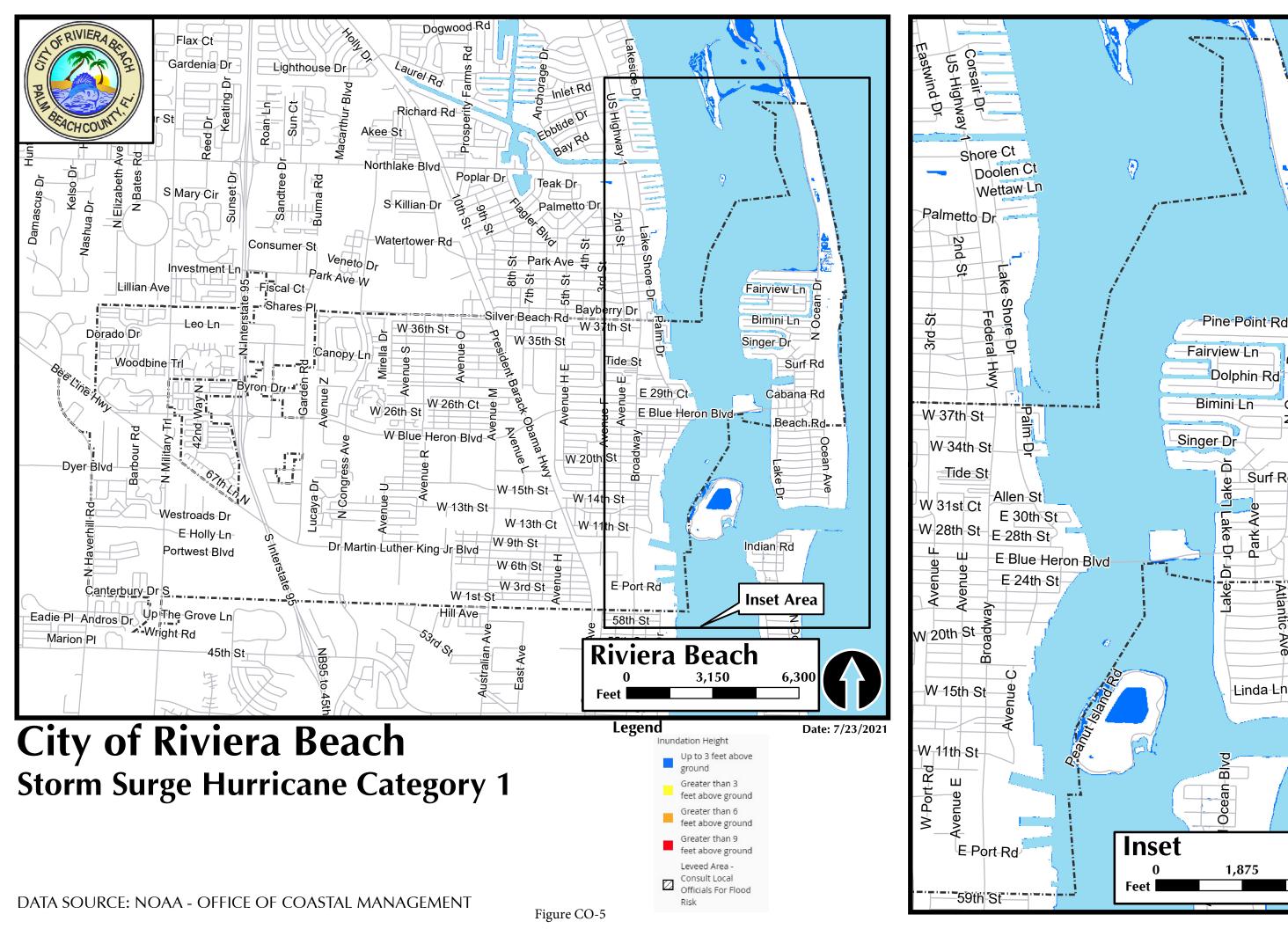
3 Ft. Sea Level Rise (Projected Occurance 2060-2115)

Figure CO-3

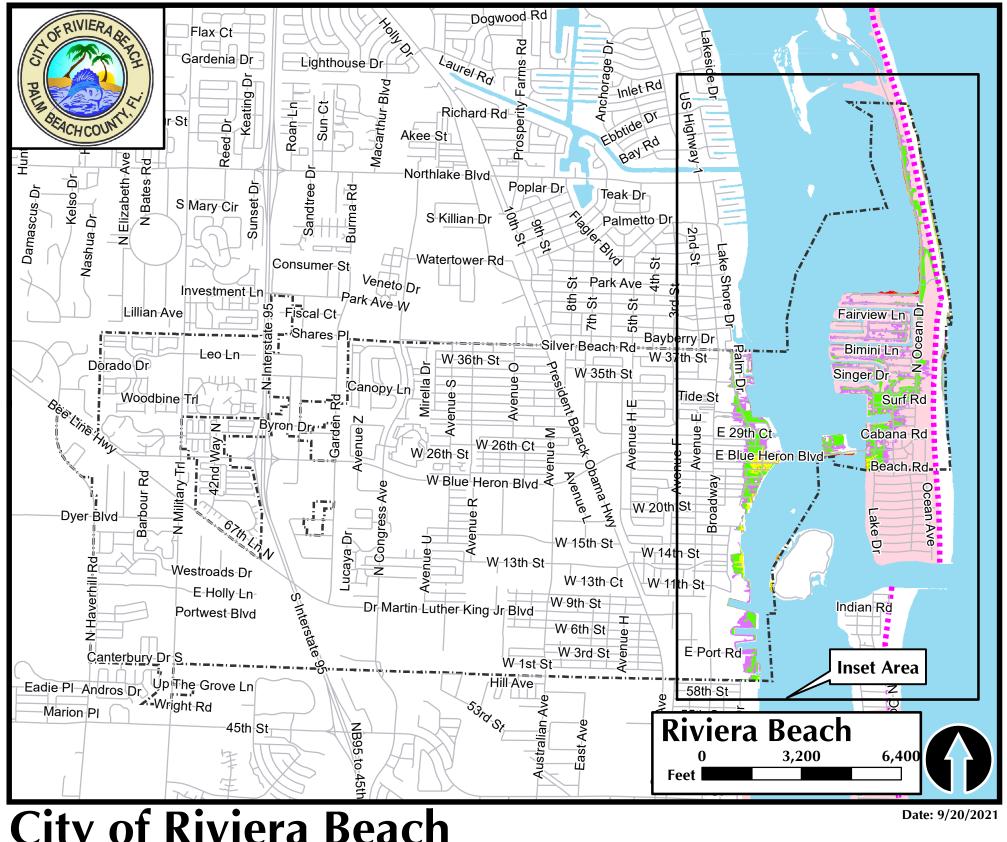






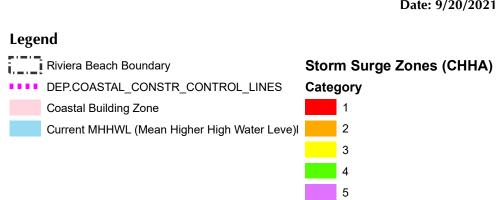


Surf Rd



City of Riviera Beach Coastal High Hazard Area/ Coastal Building Zone

DATA SOURCE: FDEM STORM SURGE ZONES (2016/2017 SLOSH DATA)





# Objections, Recommendations and Comments Report Proposed Comprehensive Plan Amendment Riviera Beach 19-01ER

The Department of Economic Opportunity has identified an objection and eight comments regarding Riviera Beach's proposed comprehensive plan amendment. The objections and comments are provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, the Department may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. Comments are offered to assist the local government and will not form the basis for a compliance determination.

Department staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection and comments.

#### I. Objection:

#### Objection 1) Coastal Management Element-Peril of Flood:

The proposed evaluation and appraisal review-based comprehensive plan amendment does not address all of the requirements of Section 163.3178(2)(f), Florida Statutes (F.S.), regarding the perils of flood. The amendment includes some general strategies, e.g *Policy 2.4.2*, that could-increase the City's resiliency to adverse environmental and sea-level rise impacts. However, the amendment lacks specific principles, strategies, engineering solutions, or policies that will reduce the flood risk in coastal areas and result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency. Further, the Coastal-Element does not identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

Section 163.3178(2)(f)1-5., F.S., requires that the Coastal Management Element include the following:

- (f) A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must:
  - Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
  - 2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

- 3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
- 4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
- 5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with Chapter 161.

**Statutory Authority:** Sections 163.3177(6)(g) and 163.3178(2)(f)1-5., F.S.

Recommendations: The City should gather appropriate data and analysis to identify current and future coastal flood potential, including the impacts of sea-level rise, and prepare Coastal Management Element policies that comply with Section 163.3178(2)(f), F.S. The City could use a variety of methods, models, and tools, to better identify those portions of the community most vulnerable to the effects of current and future coastal flooding hazards. Future coastal flooding impacts could be considered at 10, 20, and 30 year intervals and can be projected based upon low, medium, or high sea level rise elevation scenarios. Some resources available to assist the City in this effort include the mapping tools provided by the National Oceanic and Atmospheric Administration (NOAA) and the University of Florida's GeoPlan Center available on these web links:

- <a href="https://coast.noaa.gov/digitalcoast/tools/flood-exposure">https://coast.noaa.gov/digitalcoast/tools/flood-exposure</a>
- <a href="http://coast.noaa.gov/digitalcoast/tools/slr">http://coast.noaa.gov/digitalcoast/tools/slr</a>
- https://coast.noaa.gov/slrdata/
- http://sls.geoplan.ufl.edu

Based on data and analysis, the City should identify at-risk flood areas. After identifying those areas most vulnerable to flood hazard, the City should identify any issues of concern to the community that could result in improved resiliency. This includes identifying the public facilities and infrastructure, cultural, historic and natural resources important to the community, as well as private investments, located and planned to be located within the areas impacted by current and future coastal flooding areas. The City must develop appropriate strategies that will allow the community to lessen the impacts of potential flooding hazards. The strategies should seek to minimize impacts to identified facilities and resources and further the community's resilience to disasters and rapid social and economic recovery post disaster.

One optional tool provided for under Section 163.3164(1) F.S., is the identification of high-risk areas and areas with significant resources subject to flood hazard that the City identifies as Adaptation Action Areas. Identification of adaption action areas, coupled with the adoption of strategies prioritizing efforts to minimize and mitigate flood risks in these areas, may be helpful in prioritizing funding and community adaptation planning.

Specifically, the City should revise Coastal Management Element policies such as: 2.2.1, 2.2.2, 2.2.4, 2.4.3, 2.4.6 and 2.4.7 to include specific development and redevelopment principles, strategies, and engineering solutions that are based on an evaluation of flood risk in coastal areas during the comprehensive plan's long-range planning period and that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency. Such evaluation should identify locations of areas subject to current and future flood hazard resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise. In this way, the City could design appropriate strategies to address the potential impacts to public and private resources at risk to both current and future flood hazards. The specific principles, strategies, and engineering solutions that the City incorporates into their comprehensive plan should be based upon the community's values and capacity. To facilitate effective outcomes, the corresponding amendment should include mandatory provisions.

The Department's staff are available to provide further assistance with these planning efforts, including providing examples of policies adopted by other communities to address the peril of flood requirements. The City could also refer to policy language recommended by the *Treasure Coast Regional Planning Council* as part of its technical assistant comment (attached to this letter).

#### II. Comments:

#### **Comment 1**) Coastal High Hazard Area:

The Coastal High Hazard Area map incorporated into the Future Land Use element does not adequately identify all areas below the elevation of category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model and does not reflect the latest available flood hazard and storm surge data. Additionally, the amendment does not revise the current Coastal High Hazard Area Map, which is based on outdated data.

The City should consider revising the amendment to include a CHHA map based on updated data (2016-17) that was provided by the Florida Division of Emergency Management (FDEM) to the City Emergency Manager/official. DEO staff can provide examples of the data and a FDEM contact to the City for assistance. Additionally, the City should revise the title and legend of the current CHHA map (*Figure CO-1, FLU-2, T-7*), which should be referenced in *Policy 2.2.8* of the Coastal Management Element.

#### Comment 2) Coastal Management Element-Policies 2.4.3 and 2.4.4:

Coastal Management Policies 2.4.3 and 2.4.4 reference the Florida Building Code. However, these policies could be strengthened by also referencing applicable flood plain management regulations set forth in 44 C.F.R. part 60 pursuant to Section 163.3178(2)(f)4., F.S., which requires that a redevelopment component must be consistent with, or more stringent than, the flood-

resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

#### Comment 3) Coastal Management Element-Policy 2.4.5, 2.4.7 and 2.4.8:

Policies 2.4.5 and 2.4.8 of the Coastal Management Element reference external documents or pre-established criteria but do not include the appropriate source of information, date and edition number. Policy 2.4.8 provides reference to the document "Post-Disaster Community Redevelopment and Economic Revitalization," but does not include author, date and edition number pursuant to Chapter 163.3177(1)(b), F.S. Similarly, Policy 2.4.5 seeks to create resilient communities by implementing the "unsafe abatement ordinance," but no ordinance number and adoption date is provided. These policies could be strengthened by including proper references pursuant to Chapter 163.3177(1)(b), F.S.

#### Comment 4) Coastal Planning Area:

Policy 2.2.3 of the Coastal Management Element mentions the Coastal Planning Area (CPA), however the Comprehensive Plan does not define the extent of the Coastal Planning Area. Prior to adoption, the City should consider defining the CPA, integrate a CPA map into the comprehensive plan and reference it in the Coastal Management Element (e.g. in *Policy 2.2.3*).

#### Comment 5) Planning Horizon:

The City's current Future Land Use Map referenced in the proposed amendment and the Future Land Use policies do not provide a planning horizon. Chapter 163.3177(5)(a)., F.S., provides guidance for comprehensive plans to establish at least two (2) planning periods, one covering at least the first 5-year period occurring after the plan's adoption and one covering at least a 10-year period. In response, prior to adoption, the City should consider establishing a new planning horizon that is at least 10 years in the future. The City should also consider incorporating these new planning horizons in the Future Land Use Element policies and on the Future Land Use Map.

#### **Comment 6)** Water Supply Facilities Work Plan Update:

The City's Comprehensive Plan should be revised to include a Water Supply Facilities Work Plan (Work Plan) as required by Section 163.3177(6)(c)(3)., Florida Statutes and after updating the Work Plan, for consistency purposes, the City should revise the policies of Objective 1.5 and 1.8 of the Infrastructure Element. The Work Plan should be consistent with the 2018 Lower East Coast Water Supply Plan Update, which was approved on November 2018, and needs to incorporate a minimum ten-year planning period, updated water demand projections, identified alternative and traditional water supply projects, and conservation and reuse activities needed to meet the projected future demands. The City should coordinate with the South Florida Water Management District who can provide technical assistance to update the City's Work Plan (consistent also with Policy 1.5.6 of the City's Infrastructure Element).

#### Comment 7) Capital Improvements Plan 2019-2023:

The City's comprehensive plan does not provide text to incorporate the City's Capital Improvement Plan 2019-2023 into the City's comprehensive plan pursuant to Sections 163.3177(3)(a)4. and (3)(b), F.S. The City should consider revising the amendment to incorporate into the Capital Improvements Element the Five-Year Schedule of Capital Improvements, which identifies capital improvement projects to be implemented in the first five (5) years following adoption of the Capital Improvements Plan and include the entity responsible for the projects.

#### Comment 8) Outdated goals and policies:

The City should consider using the current comprehensive plan amendment cycle as an opportunity to update and/or eliminate goals, objectives and policies (GOPs) that are outdated or no longer necessary. An example of outdated GOPs may include: Future Land Use Element: Objective 1.2: Redevelopment; Policy 1.2.3; Policy 1.2.4; Policy 1.2.5; Policy 1.2.6; Objective 1.3: Incompatible Land Uses; Policy 1.3.1; Policy 1.8.1 Industrial and Related Uses/General Industrial/Special Preservation; Policy 1.8.2; Policy 1.9.2; Policy 1.9.5; Policy 1.13.1 and Policy 1.13.2. Conservation Element: Policy 4.1.2; Policy 4.1.3; Policy 4.1.7; Policy 4.1.8.

**Order Confirmation** 

Ad Order Number <u>Customer</u> <u>Payor Customer</u> <u>PO Number</u>

0000671723 RIVIERA BEACH, CITY OF RIVIERA BEACH, CITY OF

 Sales Rep.
 Customer Account
 Payor Account
 Ordered By

 teal.pontarelli
 35942
 Josue Leger

<u>Order Taker</u> <u>Customer Address</u> <u>Payor Address</u> <u>Customer Fax</u>

teal.pontarelli 10682 PO DRAWER 10682 PO DRAWER

RIVIERA BEACH FL 334190682 USA RIVIERA BEACH FL 334190682 USA

<u>Order Source</u> <u>Customer Phone</u> <u>Payor Phone</u>

Non Web 5618454000 5618454000 **Special Pricing** 

Invoice Text Ad Order Notes

 Net Amount
 Tax Amount
 Total Amount
 Payment Amount
 Amount Due

 \$700.00
 \$0.00
 \$700.00
 \$0.00
 \$700.00

**Customer EMail** 

Ad Number Ad Type Production Method Production Notes

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External Ad Number Ad Attributes Ad Released Pick Up

Ad Size Color 2 X 10.00"

Run Date **Sched Cst** Disc/Prem Subtotal **Product Placement** Color **Pickup** Tax P-Palm Beach Post 11/20/2021 P-Main News \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$700.00 11/20/2021 -P-PBP Web P-Main News \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 11/20/2021

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

**Meeting Date:** 12/1/2021

Agenda Category: REGULAR RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH AUTHORIZING THE ASSIGNMENT OF GROUND LEASE WITH RIVIERA BEACH EVENT CENTER, LLC. TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE FORM OF AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM RIVIERA BEACH EVENT CENTER, LLC.; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND

DESIRE OF THE CITY; PROVIDING AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4069

**Recommendation/Motion:** The Office of the City Attorney recommends approval of this

Resolution.

Originating Dept CITY ATTORNEY Costs N/A

User Dept. CITY MANAGER Funding Source

Advertised No Budget Account Number

Date

Subject:

**Paper** 

Affected Parties Not Required

#### Background/Summary:

The City and the Riviera Beach Event Center, LLC, a Florida limited liability company ("RBEC") entered into that certain Ground Lease with the City as Lessor and RBEC, as Lessee, dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively, the "Ground Lease").

The Ground Lease was entered into to facilitate a New Market Tax Credit ("NMTC") financing of the Marina Event Center (the "Marina Event Center") to be constructed on the land subject to the Ground Lease, pursuant to the Marina District Master Plan.

The compliance period for the NMTC financing has expired and the NMTC financing has been unwound.

In order to provide for the long-term operation, management and maintenance of the Marina Event Center, the City desires to authorize the transfer of the Marina Event Center from RBEC to the Riviera

Beach Community Redevelopment Agency, a public body corporate and politic created by the City pursuant to Part III, Chapter 163, Florida Statutes ("RBCRA").

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

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
	Memo to Mayor and CC to		Cover

Memo_to_Mayor_and_CC_Assignment_of_Riviera_Event_Center.docx	Authorize Assignment of Ground Lease	11/19/2021	Memo
City_Resolution_Re_Event_Center_Transfer_11192021.docx	Resolution to Authorize Assignment of Event Center Lease to CRA	11/19/2021	Resolution
Resolution_No2021- 19including_Assignment_and_Assumption_of_Ground_Lease.pdf	Assignment of Lease Executed by CRA	11/19/2021	Backup Material

#### **REVIEWERS**:

Department	Reviewer	Action	Date
Attorney	Wynn, Dawn	Approved	11/19/2021 - 4:14 PM
Purchasing	Williams, Glendora	Approved	11/19/2021 - 4:33 PM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 9:40 AM
Attorney	Wynn, Dawn	Approved	11/23/2021 - 9:41 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 10:06 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:54 PM



#### City of Riviera Beach, Florida

1481 W. 15<sup>th</sup> Street #230

Riviera Beach, FL 33403 Web: <u>www.rivierabeach.org</u>

Office: (561-845-4069)

Email: (cityattorney@rivierabeach.org)

"The Best Waterfront City in Which to Live, Work and Play."

#### CITY OF RIVIERA BEACH - MEMORANDUM

**TO:** MAYOR AND CITY COUNCIL

**FROM:** DAWN WYNN, CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RIVIERA BEACH AUTHORIZING THE ASSIGNMENT OF GROUND LEASE WITH RIVIERA BEACH EVENT CENTER, LLC. TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE FORM OF AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM RIVIERA BEACH EVENT CENTER, LLC.; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE CITY; PROVIDING

AN EFFECTIVE DATE.

**DATE:** DECEMBER 1, 2021

#### **Background**

The City and the Riviera Beach Event Center, LLC, a Florida limited liability company ("RBEC") entered into that certain Ground Lease with the City as Lessor and RBEC, as Lessee, dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively, the "Ground Lease").

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The compliance period for the NMTC financing has expired and the NMTC financing has been unwound.

"The Best Waterfront City in Which to Live, Work And Play."

In order to provide for the long-term operation, management and maintenance of the Marina Event Center, the City desires to authorize the transfer of the Marina Event Center from RBEC to the Riviera Beach Community Redevelopment Agency, a public body corporate and politic created by the City pursuant to Part III, Chapter 163, Florida Statutes ("RBCRA").

# **Citywide Goal:**

The Citywide goal is to promote the health, safety, and general welfare of its residents and visitors.

### **Budget/Fiscal Impact:**

Approval of this Resolution will not result in any budgetary or fiscal impact to the City.

### **Recommendation(s):**

The Office of the City Attorney recommends the approval of this Resolution.

DSW/lb



#### **RESOLUTION NO. 140-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH AUTHORIZING THE ASSIGNMENT OF GROUND LEASE WITH RIVIERA BEACH EVENT CENTER, LLC. TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE FORM OF AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM RIVIERA BEACH EVENT CENTER, LLC.; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE CITY; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City and the Riviera Beach Event Center, LLC, a Florida limited liability company ("RBEC") entered into that certain Ground Lease with the City as Lessor and RBEC, as Lessee, dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively, the "Ground Lease"); and

**WHEREAS**, the Ground Lease was entered into to facilitate a New Market Tax Credit ("NMTC") financing of the Marina Event Center (the "Marina Event Center") to be constructed on the land subject to the Ground Lease, pursuant to the Marina District Master Plan; and

**WHEREAS**, the compliance period for the NMTC financing has expired and the NMTC financing has been unwound; and

**WHEREAS**, to provide for the long-term operation, management and maintenance of the Marina Event Center, the City desires to authorize the transfer of the Marina Event Center from RBEC to the Riviera Beach Community Redevelopment Agency, a public body corporate and politic created by the City pursuant to Part III, Chapter 163, Florida Statutes ("RBCRA").

# 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 authorizes and agrees to an Assignment and Assumption of Ground Lease from RBEC to RBCRA substantially in the form attached hereto as Exhibit A.

SECTION 2. The form of the Assignment and Assumption of Ground Lease attached hereto as Exhibit "A" is hereby approved, and the execution and delivery of the acknowledgment of the Assignment and Assumption of Ground Lease by the Mayor and attested by the City Clerk, in substantially the form approved, subject to such changes as may be approved by the Mayor subject to advice of counsel, with the execution of the acknowledgment of Assignment and Assumption of Ground Lease by the Mayor, as applicable, conclusive evidence of the approval of such changes.

# RESOLUTION NO. <u>140-21</u> PAGE 2 of 3

**SECTION 3**. The Mayor is hereby authorized to take such steps and execute and deliver documents and certificates on behalf of the City as shall be necessary and proper to carry out the purposes hereof.

**SECTION 4**. This Resolution shall take effect upon its passage and approval by City Council.

The remainder of this page is intentionally left blank.

# RESOLUTION NO. <u>140-21</u> Page 3 of 3

# PASSED AND APPROVED this \_\_day of December, 2021.

APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	TRADRICK MCCOY COUNCILPERSON
	DOUGLAS LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S. WYNN, CITY ATTORNEY
T. MCCOY:	 Date
K. MILLER-ANDERSON:	Dute
S. LANIER:	
J. BOTEL:	
D. LAWSON:	

#### RESOLUTION NO. 2021-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) AUTHORIZING THE ACCEPTANCE OF AN ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM RIVIERA BEACH EVENT CENTER, LLC; AUTHORIZING AGREEMENT OF TERMINATION OF FACILITY LEASE AGREEMENT AND AGREEMENT OF TERMINATION OF PARKING AGREEMENT BETWEEN THE AGENCY AND RIVIERA BEACH EVENT CENTER, LLC FOR THE MARINA EVENT CENTER; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \* \* \*

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the Citizens' Master Plan was approved on January 30, 2008, combining urban design principles with community input, creating a Citizens' Plan for the Community Redevelopment Area, including the Marina District; and

WHEREAS, the Agency and the City of Riviera Beach, Florida (the "City"), after numerous public meetings involving Viking Developers, adopted a unified long—range Marina District Conceptual Master Plan for development and redevelopment of the Marina District called the Marina District Master Plan. Said adoption occurred at a public meeting held by the Agency on February 24, 2013, and by the City, through Resolution 22-12, on February 27, 2013; and

WHEREAS, pursuant to the Marina District Master Plan, the Agency facilitated the financing and development of a two-story event center with a grand ballroom compromised of 6,000 square feet of meeting space and two retail spaces totaling 10,700 square feet (the "Marina Event Center") using New Market Tax Credits (NMTC) in coordination with Riviera Beach CDE, Inc.; and

WHEREAS, the compliance period for the NMTC financing has concluded and the NMTC financing has been unwound, necessitating the need for certain follow up actions by the Agency to enable the Agency to assume direct control of and responsibility for the Marina Event Center.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency agrees to accept an Assignment and Assumption of Ground Lease from Riviera Beach Event Center, LLC ("RBEC") substantially in the form attached hereto as Exhibit A, and in consideration of such assignments, agrees that any obligation for Riviera Beach CDE, Inc. ("RBCDE") to repay any amount under that certain Recoverable Grant Agreement dated as of December 11, 2013 between the Agency and RBCDE, as amended by that

certain First Modification to Recoverable Grant Agreement dated as of June 25, 2014 (collectively, the "Grant Agreement") is deemed satisfied, and following such assignment, to enter into An Agreement of Termination of Facility Lease Agreement substantially in the form attached hereto as Exhibit B and an Agreement of Termination of Parking Agreement substantially in the form attached hereto as Exhibit C.

SECTION 2. The form of the Assignment and Assumption of Ground Lease, the form of Agreement of Termination of Facility Lease Agreement and the form of Agreement of Termination of Parking Agreement attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C", respectively, are hereby approved, and the execution and delivery of the Assignment and Assumption of Ground Lease, the Agreement of Termination of Facility Lease Agreement and the Agreement of Termination of Parking Agreement by the Chairperson or Executive Director in substantially the form approved subject to such changes as may be approved by the Chairperson or Executive Director subject to advice of counsel, with the execution of the Assignment and Assumption of Ground Lease, the Agreement of Termination of Facility Lease Agreement and the Agreement of Termination of Parking Agreement by the Chairperson or Executive Director, as applicable, conclusive evidence of the approval of such changes.

SECTION 3. The Chairperson and Executive Director are hereby authorized to take such steps and execute and deliver documents and certificates on behalf of the Agency as shall be necessary and proper to carry out the purposes hereof.

SECTION 4. This resolution shall be effective immediately upon its adoption.

[Signatures on following page]

# PASSED AND ADOPTED this 10<sup>th</sup> day of November, 2021.

Absent

ATTEST:

Executive Director

MOTION BY:

SECONDED BY:

T. MCCOY

K. MILLER-ANDERSON

S. LANIER

J. BOTEL

D. LAWSON

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

Name: S. Lanier

Title: Chairperson

Approved as to form and legal sufficiency

Date

General Counsel to CRA

# EXHIBIT A

# FORM OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This instrument prepared by: Robert C. Reid, Esq. Bryant Miller Olive P.A. 1545 Raymond Diehl Road, Suite 300 Tallahassee, Florida 32308

## **ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment") is made as of this 8<sup>th</sup> day of November, 2021, (the "Effective Date") by and between **Riviera Beach Event Center, LLC**, a Florida limited liability company ("Assignor"), having an office at 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, and **Riviera Beach Community Redevelopment Agency**, a public body corporate and politic ("Assignee"), having an office at 600 W. Blue Heron Blvd., Suite C-225, Riviera Beach, Florida 33404.

### **RECITALS**

- A. Assignor is the Lessee under that certain Ground Lease with the City of Riviera Beach, a Florida municipal corporation, as Lessor ("Ground Lessor"), and Assignor, as Lessee, dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively the "Ground Lease"), whereby Ground Lessor leased to Assignor, and Assignor leased from Ground Lessor all of the land described in **Exhibit "A"** attached hereto and by reference made a part hereof (subject to all conditions and restrictions of record which are set forth in the Ground Lease), together with all improvements, appurtenances and easements specifically granted to the Assignor (hereinafter collectively referred to as the "Premises").
- B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Ground Lease and the leasehold estate created by thereby (the "Leasehold Estate").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and provisions:

### <u>Terms</u>

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated into this Assignment.
- 2. <u>Assignment of Lease</u>. Assignor hereby assigns, transfers, conveys and sets over unto Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest in, to and under the Ground Lease and the Leasehold Estate, to have and to hold the same from the Effective Date and for the remainder of the term of the Lease, and any renewals or extensions of the Ground Lease, together with:

- (i) all leasehold buildings, fixtures and improvements located in or upon the Premises; and
- (ii) all easements, privileges, hereditaments, tenements and appurtenances belonging to or benefitting the Leasehold Estate.
- 3. <u>Warranties and Covenants of Assignor</u>. Assignor represents, warrants and covenants as follows:
  - (i) the Lease has not been amended or modified and is in full force and effect;
- (ii) there is no existing default by Assignor under the Ground Lease, and to the knowledge of Assignor, no state of fact exists which with the passage of time and/or the giving of notice would constitute a default by Assignor under the Ground Lease; Assignor has not received any notices from Ground Lessor claiming a default by Assignor in the performance of its obligations under the Ground Lease;
- (iii) Assignor has fully performed all of its obligations under the Ground Lease with respect to the construction of leasehold improvements and has not otherwise made any improvements, alterations and/or repairs to the Premises except in accordance with the terms and conditions of the Ground Lease (including obtaining Landlord's consent to same to the extent such consent is required under the terms and conditions of the Ground Lease);
- (iv) Assignor has the power and capacity to enter into, perform and deliver this Assignment, and the execution and delivery of this Assignment has been duly authorized by all necessary action of Assignor;
- (v) Assignor has not made any previous assignments, conveyances or transfers of the Ground Lease and/or the Leasehold Estate; and
- (vi) Assignor has not exercised any options to purchase or other similar rights set forth in the Ground Lease.
- 4. <u>Warranties and Covenants of Assignee</u>. Assignee represents, warrants and covenants that it has the power and capacity to enter into, perform and deliver this Assignment, and that the execution of this Assignment has been duly authorized by all necessary action of Assignee.
- 5. <u>Assumption</u>. Assignee hereby assumes all the covenants, agreements, obligations and liabilities of the Assignor under the Ground Lease, and agrees to perform all covenants, stipulations, agreements and obligations of the Lessee under the Ground Lease, which accrue from and after the Effective Date (collectively, the "Assumed Obligations").
- 6. <u>Indemnification by Assignee</u>. Assignee agrees to and does indemnify and hold Assignor harmless from and against any and all claims, actions, causes of action, demands, damages, losses, costs and expenses of any nature, including, without limitation, reasonable attorneys' fees and court costs through the trial and all appellate levels (collectively, "Claims"), arising out of Assignee's failure to perform or fulfill any of the Assumed Obligations.

- 7. <u>Indemnification By Assignor</u>. Assignor agrees to and does indemnify and hold Assignee harmless from and against any and all Claims arising out of any default by Assignor under the Lease which accrued prior to the Effective Date.
- 8. <u>Notices</u>. All notices, demands and requests which are required or desired to be given by either party to the other under this Assignment shall be in writing and shall be sent by United States registered or certified mail and deposited in a United States post office, return receipt requested and postage prepaid or by a courier or recognized overnight delivery service to other party at the following addresses, or at such other addresses as Assignor or Assignee may specify in accordance with this Section:

## If to Assignor:

Riviera Beach Event Center, LLC 2001 Broadway, Suite 300 Riviera Beach, Florida 33404 Attention: Jonathan Evans

## If to Assignee:

Riviera Beach Community Redevelopment Agency 600 W. Blue Heron Blvd., Suite C-225 Riviera Beach, Florida 33404\_\_\_
Attn: Executive Director

- 9. <u>Brokerage</u>. Both Assignor and Assignee represent that no broker, salesman, or finder, or other person had any part, or was instrumental in any way, in bringing about this Assignment. If a claim for brokerage in connection with this Assignment is made by any broker, salesman, or finder claiming to have dealt through or on behalf of one of the parties (the "indemnitor"), the indemnitor agrees to indemnify, defend and hold harmless the other party and Ground Lessor under the Ground Lease (jointly, the "indemnities") from and against any claims made by any broker or other person for a brokerage commission, finder's fee, or similar compensation, by reason of or in connection with this Assignment, and any loss, liability, damage, cost and expense (including, without limitation, reasonable attorneys' fees) in connection with such claims.
- 10. <u>Complete Agreement</u>. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter of this Assignment which are not fully expressed in this Assignment. This Assignment cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.
- 11. <u>Binding Effect</u>. The provisions of this Assignment shall extend to, bind, and inure to the benefit of, Assignee and Assignor and their respective legal representatives, successors, and assigns.
- 12. <u>Further Assurances</u>. From and after the execution and delivery of this Assignment, each party will execute and deliver such instruments and will take such actions as the other may

reasonably request to give effect to the assignment and assumption of the Ground Lease and the Leasehold Estate as contemplated hereby. Further, Assignee shall take any action reasonably requested by Assignor or the Ground Lessor to secure Assignor's release from all obligations and liabilities under the Ground Lease accruing after the Effective Date.

13. <u>Counterparts</u>. This Assignment may be executed by the parties in counterparts, each of which shall be an original but, when taken together, shall be deemed to constitute a single instrument.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

Signed, sealed and delivered in the presence of:

Assignor:

RIVIERA BEACH EVENT CENTER, LLC, a Florida limited liability company

By: Riviera Beach CDE, Inc., a Florida notfor-profit corporation, its sole member and manager

By:

Name: Jonathan Evans

Title: President

Name: Krusten Husen Husen

Name: Minoka Nusent

# STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of November, 2021, by Jonathan Evans, as President of Riviera Beach CDE, Inc., a Florida not-for-profit corporation, the sole and managing member of Riviera Beach Event Center, LLC, a Florida limited liability company, who is personally known to me, or who has produced \_\_\_\_\_\_ as identification and who did/did not take an oath.

Notary Public

My commission expires:

# Assignee:

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By: \_

AND VIII

Name:

Name: Jonathan Grans
Its: Fully Director

STATE OF FLORIDA COUNTY OF PALM BEACH

#HH 087967

#HH 087967

#Ulic Underwick

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of November, 2021, by brathan as [Chairperson] [Executive Director] of Riviera Beach Community Redevelopment Agency, a public body corporate and politic, who is personally known to me, or who has produced as identification and who did/did not take an oath.

Notary Public

My commission expires:

## ACKNOWLEDGMENT OF CITY OF RIVIERA BEACH

The undersigned, on behalf of the City of Riviera Beach, a Florida municipal corporation, the ground lessor under the Ground Lease, hereby acknowledges this Assignment and Assumption of Ground Lease and consents to the assignment of the Ground Lease to Riviera Beach Community Redevelopment Agency.

Dated as of November, 2021	
	CITY OF RIVIERA BEACH
Attest:	By:
City Clerk	¥.
SFAI 1	

#### Exhibit "A"

#### LEGAL DESCRIPTION OF REAL PROPERTY

PORTIONS OF LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 1, AND A PORTION OF THE PARK LYING EAST OF SAID BLOCK 1, ALL AS SHOWN ON RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GRAND VIEW PLACE NORTH, A 30-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED PER CITY OF RIVIERA BEACH, FLORIDA, ORDINANCE No. 4041 AND RECORDED IN OFFICIAL RECORDS BOOK 26682, PAGE 721 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, AND TOGETHER WITH A PORTION OF THE FILLED IN LANDS OF LAKE WORTH LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, SOUTH 88°09'50" EAST A DISTANCE OF 5.13 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), A 40-FOOT RIGHT-OF-WAY, SOUTH 01°03'56" WEST A DISTANCE OF 35.01 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89°10'03" EAST A DISTANCE OF 91.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'03" EAST A DISTANCE OF 205.16 FEET; THENCE SOUTH 00°45'31" WEST A DISTANCE OF 161.07 FEET; THENCE NORTH 89°14'29" WEST A DISTANCE OF 206.02 FEET; THENCE NORTH 01°03'49" EAST A DISTANCE OF 161.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 33,141 SQUARE FEET (0.7608 ACRE), MORE OR LESS.

# **EXHIBIT B**

FORM OF AGREEMENT OF TERMINATION OF FACILITY LEASE AGREEMENT

This instrument prepared by: Robert C. Reid, Esquire Bryant Miller Olive P.A. 1545 Raymond Diehl Road, Suite 300 Tallahassee, Florida 32308

#### AGREEMENT OF TERMINATION OF FACILITY LEASE AGREEMENT

THIS AGREEMENT OF TERMINATION OF FACILITY LEASE AGREEMENT ("Agreement") is made as of this 8th day of November, 2021 (the "Effective Date"), by Riviera Beach Event Center, LLC, a Florida limited liability company, as lessor ("Lessor") and Riviera Beach Community Redevelopment Agency, a public body corporate and politic duly created pursuant to Part III, Chapter 163, Florida Statutes, as lessee ("Lessee").

#### WITNESSETH:

WHEREAS, Lessor is the lessee under that certain Ground Lease Agreement dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively the "Ground Lease") between the City of Riviera Beach, a Florida municipal corporation, as ground lessor ("Ground Lessor") and Lessor as ground lessee; and

WHEREAS, Lessor and Lessee entered into that certain Facility Lease Agreement dated as of July 8, 2014 (the "Facility Lease Agreement"), whereby Lessee leased the property subject to the Ground Lease (the "Premises") and the improvements to be constructed thereon; and

WHEREAS, Lessor has assigned its right in the Ground Lease to Lessee, and Lessee has assumed Lessor's obligations under the Ground Lease pursuant to that certain Assignment and Assumption of Ground Lease dated as of November 8, 2021, the Ground Lessor has consented to such assignment and assumption; and

WHEREAS, following such assignment, the Lessor and Lessee interest under the Facility Lease Agreement are merged into the Lessee; and

WHEREAS, Lessor and Lessee now desires to terminate the Facility Lease Agreement pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises, and for \$10.00 and other valuable consideration, the receipt and sufficiency of which is conclusively acknowledged, it is agreed as follows:

- 1. Termination of Facility Lease Agreement. The Facility Lease Agreement is terminated as of the Effective Date, and following the execution and delivery of this Agreement, the Lessor and Lessee shall no longer have any duties or obligations owed to the other party arising out of the Facility Lease Agreement.
- 2. Binding Effect. The provisions of this Agreement shall extend to, bind, and inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors, and assigns.
- 3. Further Assurances. From and after the execution and delivery of this Agreement, each party will execute and deliver such instruments and will take such actions as the other may reasonably request to give effect to this Agreement.
- 4. Counterparts. This Assignment may be executed by the parties in counterparts, each of which shall be an original but, when taken together, shall be deemed to constitute a single instrument.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement of Termination of Facility Lease Agreement as of this 8th day of November, 2021.

**RIVIERA BEACH EVENT CENTER, LLC, a** Florida limited liability company

By: Riviera Beach CDE, Inc., a Florida notfor-profit corporation, its sole member and manager

By: Joriathan Evans, President

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

Name:

Title:

# EXHIBIT C

# FORM OF AGREEMENT OF TERMINATION OF PARKING AGREEMENT

This instrument prepared by: Robert C. Reid, Esquire Bryant Miller Olive P.A. 1545 Raymond Diehl Road, Suite 300 Tallahassee, Florida 32308

#### AGREEMENT OF TERMINATION OF PARKING AGREEMENT

THIS AGREEMENT OF TERMINATION OF PARKING AGREEMENT ("Agreement") is made as of this 8th day of November, 2021 (the "Effective Date"), by Riviera Beach Event Center, LLC, a Florida limited liability company, as lessor ("Landlord") and Riviera Beach Community Redevelopment Agency, a public body corporate and politic duly created pursuant to Part III, Chapter 163, Florida Statutes, as lessee ("RBCRA").

#### WITNESSETH:

WHEREAS, Landlord is the lessee under that certain Ground Lease Agreement dated as of July 2, 2014, as amended by the First Amendment to Ground Lease dated as of June 6, 2016 (collectively the "Ground Lease") between the City of Riviera Beach, a Florida municipal corporation, as ground lessor ("Ground Lessor") and Lessor as ground lessee; and

WHEREAS, Landlord and RBCRA entered into that certain Facility Lease Agreement dated as of July 8, 2014 (the "Facility Lease Agreement"), whereby RBCRA leased the property subject to the Ground Lease (the "Premises") and the improvements to be constructed thereon; and

WHEREAS, in conjunction with the Facility Lease Agreement, Landlord and RBCRA entered into that certain Parking Agreement dated as of July 8, 2014 (the "Parking Agreement"), whereby RBCRA agreed to provide parking for the Marina Event Center to be operated by RBCRA under the Facility Lease Agreement; and

WHEREAS, Lessor has assigned its right in the Ground Lease to Lessee, and Lessee has assumed Lessor's obligations under the Ground Lease pursuant to that certain Assignment and Assumption of Ground Lease dated as of November 8, 2021, the Ground Lessor has consented to such assignment and assumption; and

WHEREAS, following such assignment, the Landlord and RBCRA interest under the Facility Lease Agreement are merged into the RBCRA; and

WHEREAS, Landlord and RBCRA now desires to terminate the Parking Agreement pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises, and for \$10.00 and other valuable consideration, the receipt and sufficiency of which is conclusively acknowledged, it is agreed as follows:

- 1. Termination of Parking Agreement. The Parking Agreement is terminated as of the Effective Date, and following the execution and delivery of this Agreement, the Landlord and RBCRA shall no longer have any duties or obligations owed to the other party arising out of the Parking Agreement.
- 2. Binding Effect. The provisions of this Agreement shall extend to, bind, and inure to the benefit of, Landlord and RBCRA and their respective legal representatives, successors, and assigns.
- 3. Further Assurances. From and after the execution and delivery of this Agreement, each party will execute and deliver such instruments and will take such actions as the other may reasonably request to give effect to this Agreement.
- 4. Counterparts. This Assignment may be executed by the parties in counterparts, each of which shall be an original but, when taken together, shall be deemed to constitute a single instrument.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement of Termination of Parking Agreement as of this 8<sup>th</sup> day of November, 2021.

RIVIERA BEACH EVENT CENTER, LLC, a Florida limited liability company

By: Riviera Beach CDE, Inc., a Florida notfor-profit corporation, its sole member and manager

By:

Jonathan Evans, President

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

Name:

Title:

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

**Agenda Category**: REGULAR RESOLUTION

**Subject:** The extension of Gallagher Bassett claims services management agreement.

Recommendation/Motion:

That City Council approves the extension of the Gallagher Bassett third

party administrator service agreement.

Originating Dept Human Resources Costs \$108,912.00

User Dept. Human Resources Funding Source

Advertised No Budget Account Number

**Date** 

**Paper** 

Affected Parties Not Required

#### Background/Summary:

Since June 13, 1986, Gallagher Bassett Services has provided Claims Management Services to the City of Riviera Beach. The claims management services consist of property and general liability and workers' compensation claims management. As such, the City's current agreement ends December 15, 2021. However, staff needs additional time to obtain all the necessary data and information to effectuate a competitive process to continue such professional services with a firm.

More specifically, a significant amount of documentation is required to develop an RFP that captures exactly what the City desires to attain from a Third Party Claims Administrator (TPA). To ensure prospective proposers have sufficient information to meet the intent of the solicitation, the items needed include, but are not limited to: a performance analysis of the current TPA, a review of the TPA's internal audit procedures, and a cost analysis of whether to transition current claims or for the incumbent to continue management of the City's current claims until closed. Given this matter, these respective actions would be best performed by a consultant.

Thereby, staff respectfully requests that the current agreement be extended through September 30, 2022. An extension will allow the City to: benefit from no changes in fee prices, provide ample time to solicit these services, complete a thorough and competitive RFP, and align this service agreement with the Fiscal Year. The extension will include the period of December 15, 2021 through September 30, 2022 (9.5 months), for a total cost not to exceed \$108,912.

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	<b>Upload Date</b>	Туре
TPA_Extension_112221_rjacobs1.docx	Memo to Council- Gallagher Bassett Services (TPA) Extension	11/23/2021	Cover Memo
RESOLUTION_142- 21_to_approve_consultant_for_TPA_services.docx	RESOLUTION 142-21	11/22/2021	Resolution
Resolution_141- 21_Third_Party_Administrator_(1)jacobs.docx	RESOLUTION 141-21		Resolution

# REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Young, Eureka	Approved	11/22/2021 - 2:49 PM
Purchasing	Williams, Glendora	Approved	11/22/2021 - 3:06 PM
Finance	Reynolds, Nydia	Approved	11/22/2021 - 3:22 PM
Attorney	Wynn, Dawn	Approved	11/22/2021 - 4:52 PM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 9:55 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:55 PM



"The Best Waterfront City in Which to Live, Work and Play."

#### CITY OF RIVIERA BEACH - MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

**THROUGH:** JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

**FROM:** STEVE SHIELDS, RISK MANAGER

**THROUGH:** DR. BARBARA ORISIO, DIRECTOR OF HUMAN RESOURCES

SUBJECT: THIRD PARTY CLAIMS ADMINISTRATOR (TPA) EXTENSION

2021-22 (RESOLUTION NOS. 141-21 AND 142-21)

**DATE:** WEDNESDAY, DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

## **Background**

Since June 13, 1986, Gallagher Bassett Services has provided Claims Management Services to the City of Riviera Beach. The claims management services consist of property and general liability and workers' compensation claims management. As such, the City's current agreement ends December 15, 2021. However, staff needs additional time to obtain all the necessary data and information to effectuate a competitive process to continue such professional services with a firm.

More specifically, a significant amount of documentation is required to develop an RFP that captures exactly what the City desires to attain from a Third Party Claims Administrator (TPA). To ensure prospective proposers have sufficient information to meet the intent of the solicitation, the items needed include, but are not limited to: a performance analysis of the current TPA, a review of the TPA's internal audit procedures, and a cost analysis of whether to transition current claims or for the incumbent to continue management of the City's current claims until closed. Given this matter, these respective actions would be best performed by a consultant.

Thereby, staff respectfully requests that the current agreement be extended through June 30, 2022. An extension will allow the City to: benefit from no changes in fee prices, provide ample time to solicit these services, complete a thorough and competitive RFP, and align this service agreement with the Fiscal Year. The extension will include the period of December 15, 2021 through June 30, 2022, for a total cost not to exceed \$108,912.

## **Citywide Goals:**

Accelerate Operational Excellence and Enhance Government Stewardship.

## **Budget/Fiscal Impact:**

The fiscal impact is \$108,912 which is incorporated in the City's budget.

## **Recommendation:**

- (1) The City Council approves Resolution No. 141-21 extending the Gallagher Basset Services Third Party Administrator Services Agreement to June 30, 2022.
- (2) The City Council approves Resolution No. 142-21 granting the City Manager spending authority up to \$50,000, to obtain consultant services necessary to assist staff in identifying and collecting data for the solicitation of TPA services.

## **Attachments**

Resolution No. 141-21 Resolution No. 142-21



#### **RESOLUTION NO. 142-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNTY, RIVIERA BEACH, **PALM BEACH** FLORIDA, AUTHORIZING THE CITY MANAGER TO ENGAGE OUTSIDE ASSIST CONSULTANT SERVICES TO CITY **STAFF** IDENTIFYING AND COLLECTING DATA FOR THE FUTURE SOLICITATION OF THIRD PARTY ADMINISTRATOR SERVICES IN THE MANAGEMENT OF THE CITY'S CLAIMS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY FOR THESE SERVICES IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** since June 13, 1986, the City of Riviera Beach has utilized Gallagher Bassett Services (hereinafter "Gallagher") to provide claims management services to the City; and

**WHEREAS**, Gallagher's services consist of property and general liability and workers' compensation claims management; and

**WHEREAS**, City staff has proposed an extension of the City's agreement with Gallagher for performance of these certain third party administrator services, effective from December 15, 2021 through September 30, 2022, via Resolution 141-21; and

**WHEREAS**, City staff requires additional time to obtain and synthesize all the necessary data and information to complete the competitive solicitation process for the procurement of Third Party Claims Administrator (hereinafter "TPA") services; and

**WHEREAS**, City staff further requires the assistance of an outside consultant to develop a comprehensive and thorough Request for Proposals, including but not limited to: a performance analysis of the current TPA, a review of the TPA's internal audit procedures, and a cost analysis of the transition of current claims; and

**WHEREAS**, the City is committed to the continuous and successive management of its claims and requires the services of a consultant in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) to secure the best TPA through its competitive solicitation; and

**WHEREAS**, the City finds that the engagement of an outside consultant for these proposed services is in the best interest of the City and serves a valid public purpose.

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

# RESOLUTION NO. <u>142-21</u> Page 2 of 3

### **FOLLOWS:**

**SECTION 1.** The City Council hereby authorizes City staff to engage the services of an outside consultant to identify and collect data for the forthcoming solicitation of Third Party Administrator services for the management of the City's claims.

**SECTION 2.** The City Manager is hereby authorized to approve payments and the Director of Finance and Administrative Services is authorized to pay for these services in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

**SECTION 3.** This Resolution shall take effect upon its passage and approval by City Council.

The remainder of this page is intentionally left blank.

# PASSED AND APPROVED this \_\_day of December, 2021.

APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	TRADRICK MCCOY COUNCILPERSON
	DOUGLAS LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S. WYNN, CITY ATTORNEY
T. MCCOY: K. MILLER-ANDERSON:	Date
S. LANIER:	
J. BOTEL:	
D. LAWSON:	

#### **RESOLUTION NUMBER: 141-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE CITY'S CLAIM MANAGEMENT AGREEMENT WITH GALLAGHER BASSETT SERVICES FOR THE THIRD-PARTY ADMINISTRATION OF CLAIMS; AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENTS IN THE ESTIMATED AMOUNT OF ONE HUNDRED AND EIGHT THOUSAND NINE HUNDRED AND TWELVE DOLLARS (\$108,912.00) FOR THE MANAGEMENT OF CLAIMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of Third Party Claims' Management; and

**WHEREAS**, City staff recommends the extension of the Claims' Management Service Agreement with Gallagher Bassett Services for the period of December 15, 2021 through June 20, 2022.

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

**SECTION 1.** That staff is hereby authorized to bind coverage for Third-Party Claims Management Services with Gallagher Bassett Services for approximately six (6) months commencing December 15, 2021 through June 30, 2022 or if necessary, extend to by no later than September 30, 2022.

**SECTION 2.** That the Director of Finance is authorized to make payment from various departmental accounts in the total amount of \$108,912.00.

**SECTION 3.** That this Resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED and APPROVED** this \_\_\_\_\_ day of December, 2021.

RESOLUTION NO.: 141-21 PAGE -2-	
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	
SECONDED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
T. MCCOY:	DAWN S. WYNN, CITY ATTORNEY
K. MILLER-ANDERSON:	DATE:
S. LANIER:	DATE:
J. BOTEL:	
D. LAWSON:	

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: Resolution approving a four percent (4%) across the board cost of living salary adjustment for non-

affiliated employees.

Recommendation/Motion: That City Council approves the Resolution of a four percent (4%) across the board

cost of living increase to the non-affiliated employees.

Originating Dept Human Resources Department Costs 395,000

User Dept. Human Resources Departdment Funding Source

Advertised No Budget Account Number

Date

**Paper** 

Affected Parties Not Required

#### Background/Summary:

Since 2012, the City has made its mission to elevate wages for city employees to market levels. Each round of union contract negotiations has brought the City closer to meeting its goal. With the recent PBA (2020), IAFF (2021), and SEIU (2021), agreements, the goal has been reached for those three unions. The City is negotiating with PMSA toward the goal to bring the salaries of the fourth union to market levels. The subject of this item is to grant a four percent (4%) across-the-board salary adjustment for those employees who are not members of a collective bargaining union. These employees are department heads, public-safety, administrative, supervisory and confidential, and part-time personnel, referred to as non-affiliated employees.

To provide a pay increase that reflects equity among all of the City's employees, COLA increases were provided in a Salary Survey dated October 2021. Data from the survey was received from similar agencies that include Palm Beach County, the Cities of Daytona Beach, Delray Beach, Lakeland, Minneola, Stuart, West Palm Beach, and Palm Beach Gardens. The employee increases ranged from 1.5% to 8%. Based on the salary survey, the four percent (4%) proposed increase is fair and equitable based on other agencies' increases. The increase proposal is for the 2021/2022 fiscal year and has no impact on the impending salary survey that will be conducted on behalf of the non-affiliated employees.

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	Туре
MEMO_APPROVING_SALARY_ADJUSTMENTS_NON-AFFILIATED12.1.21_REVISED_(002)1.pdf	Memo to Council - Salary Adjustment	11/29/2021	Cover Memo
HR_RESOLUTION_137- 21_APPROVING_REVISED_SCHEDULES_FOR_GENERAL_EMPLOYEES_(02).doc	HR - Resolution Salary Adjustment for Non- Affiliated	11/19/2021	Cover Memo
Copy_of_Non_Affiliated_Positions.xlsx	Non Affiliated Positions	11/29/2021	Backup Material

### **REVIEWERS**:

Department	Reviewer	Action	Date
Human Resources	Young, Eureka	Approved	11/19/2021 - 3:24 PM
Finance	Reynolds, Nydia	Approved	11/23/2021 - 11:02 AM
Attorney	Busby, Lina	Approved	11/23/2021 - 11:19 AM
City Clerk	Smith, Tawanna	Approved	11/23/2021 - 11:33 AM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:55 PM



"The Best Waterfront City in Which to Live, Work and Play."

#### CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: BARBARA ORISIO, Ed.D, HUMAN RESOURCES DIRECTOR

SUBJECT: APPROVAL OF SALARY ADJUSTMENTS FOR NON-AFFILIATED

**EMPLOYEES -- REVISED** 

**DATE:** DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

#### **Background:**

Since 2012, the City has made its mission to elevate wages for city employees to market levels. Each round of union contract negotiations has brought the City closer to meeting its goal. With the recent PBA (2020), IAFF (2021), and SEIU (2021), agreements, the goal has been reached for those three unions. The City is negotiating with PMSA toward the goal to bring the salaries of the fourth union to market levels. The subject of this item is to grant a four percent (4%) across-the-board salary adjustment for those employees who are not members of a collective bargaining union. These employees are department heads, public-safety, administrative, supervisory and confidential, and part-time personnel, referred to as non-affiliated employees.

To provide a pay increase that reflects equity among all of the City's employees, COLA increases were provided in a Salary Survey dated October 2021. Data from the survey was received from similar agencies that include Palm Beach County, the Cities of Daytona Beach, Delray Beach, Lakeland, Minneola, Stuart, West Palm Beach, and Palm Beach Gardens. The employee increases ranged from 1.5% to 8%. Based on the salary survey, the four percent (4%) proposed increase is fair and equitable based on other agencies' increases. The increase proposal is for the 2021/2022 fiscal year and has no impact on the impending salary survey that will be conducted on behalf of the non-affiliated employees.

# **City Goals:**

The Citywide goals are to Enhance Government Stewardship and Accelerate Operational Excellence

# **Fiscal/Budget Impact:**

The cost of the four percent (4%) increase to the non-affiliated employee groups would be \$395,000. The cost adjustment includes the pay being retroactive as of October 1, 2021. Funds were budgeted in the FY2021/22 budget for salary increases for non-affiliated employees.

# **Recommendation:**

Staff recommends approval of the four percent (4%) salary adjustments for non-affiliated employee groups.

#### **Attachments:**

- 1. Resolution 137-21
- 2. Non-Affiliated Classifications

#### **RESOLUTION NO. 137-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, **PALM BEACH** COUNTY, FLORIDA, **APPROVING FOUR** COST OF LIVING **PERCENT** (4%)**ADJUSTMENT** FOR **NON-AFFILIATED** EMPLOYEES EFFECTIVE OCTOBER 1, 2021.

**WHEREAS,** staff recommends a four percent (4%) across the board cost of living increase; and

WHEREAS, funds are provided in the 2021/2022 Budget for salary increases.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Riviera Beach, Florida:

**SECTION 1.** That a four percent (4%) cost of living salary adjustment be granted for non-affiliated employees.

**SECTION 2.** That the increases are effective October 1, 2021.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

# **RESOLUTION NO. 137-21**

PAGE 2 OF 2

PASSED AND APPROVED this	day of	<u>,</u> 2021.
APPROVED:		
RONNIE L. FELDER MAYOR	SHIRLEY CHAIRPE	D. LANIER ERSON
ATTEST:		
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAM CHAIR PI	BA MILLER-ANDERSON RO TEM
	TRADRIC COUNCII	CK MCCOY LPERSON
	JULIA A. COUNCII	BOTEL, Ed.D LPERSON
	DOUGLA COUNCII	S A. LAWSON LPERSON
MOTIONED BY:	REVIEWED	AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S	. WYNN, CITY ATTORNEY
T. MCCOY:	DATE:	
K. MILLER-ANDERSON:		
S. LANIER:		
J. BOTEL:		
D. LAWSON:		

#### LIST OF NON-AFFILLIATED CLASSIFICATIONS

#### Description

**AQUATICS SUPERINTENDENT** 

ASSISTANT BUILDING OFFICIAL

**ASSISTANT CITY ATTORNEY** 

ASSISTANT CITY MANAGER

ASSISTANT DIR PARKS AND REC

ASSISTANT FINANCE DIRECTOR

**ASSISTANT FIRE CHIEF** 

ASSISTANT HR DIRECTOR

**ASSISTANT POLICE CHIEF** 

ASSISTANT TO CITY MANAGER

ASST CUSTOMER SERVICE ADMINISTRATOR

ASST DEVELOPMENT SVC DIR

**BENEFITS ADMINISTRATOR** 

**BUILDING OFFICIAL** 

CASE WORKER

CHIEF INFORMATION OFFICER

CHIEF MECHANIC

**CITY ATTORNEY** 

CITY CLERK

**CITY ENGINEER** 

CITY MANAGER

CODE COMPLIANCE ADMIN

**COLLECTION SUPERINTENDENT** 

COMMUNITY COURT PROGRAM MGR

**COMPLIANCE MANAGER** 

**CONCESSION ATTENDANT** 

**CONCESSION MANAGER** 

COURIER/PRINTER

CRIME ANALYST II

**CUSTODIAN - PART TIME** 

**CUTOMER SERVICE ADMINISTRATOR** 

DATABASE ADMINISTRATOR

**DEPUTY CITY CLERK** 

**DEPUTY CITY MANAGER** 

**DEPUTY FIRE CHIEF** 

**DEVELOPMENT SERVICE OPS MANAGER** 

**DEVELOPMENT SERVICES COORD** 

**DEVELOPMENT SERVICES DIR** 

**DISTRIBUTION SUPERINTENDENT** 

**EMERGENCY COMMUNICATIONS MGR** 

**EXECUTIVE ASSISTANT** 

FINANCE & ADMIN SVCS DIRECTOR

FINANCIAL SERVICES MANAGER

FIRE CHIEF

**HUMAN RESOURCES DIRECTOR** 

**HUMAN RESOURCES GENERALIST** 

**INTERNAL AUDITOR** 

JUSTICE SERVICE CENTER MANAGER

LEAD WATER PLANT OPERATOR

**LEGAL STAFF ASSISTANT** 

LEGISLATIVE ASSISTANT

LEGISLATIVE ASSISTANT

**LIBRARIAN** 

LIBRARY ASSISTANT

LIBRARY DIRECTOR

LIBRARY PAGE

LIFEGUARD

MAINTENANCE WORKER

MAINTENANCE WORKER

MAYOR'S CHIEF OF STAFF

**MULTIMEDIA PRODUCER** 

**MULTI-MEDIA SPECIALIST** 

OFFICE MANAGER

**PARALEGAL** 

PARKS & RECREATION DIRECTOR

PAYROLL COORDINATOR

POLICE CAPTAIN

POLICE CHIEF

**POLICE MAJOR** 

POLICE OFFICER - PT

POLICE OFFICER - RESERVE

POLICE TECHNOLOGY ADMINISTRATOR

**POOL GUARD** 

**POOL GUARD - PART TIME** 

PRINCIPAL PLANNER

**PROCESS SERVER** 

PROCUREMENT MANAGER

PROGRAM AIDE - PART TIME

PROGRAM AIDE - PART TIME

**PUBLIC WORKS DIRECTOR** 

PUBLIC WORKS OPERATIONS MGR

PURCHASING DIRECTOR

RECREATION SUPERINTENDENT

**RE-ENTRY COORDINATOR** 

RISK MANAGER

**SAFETY OFFICER** 

SCHOOL CROSSING GUARD

SENIOR ACCOUNTANT

SENIOR CUSTOMER SERVICE REP

SENIOR ECONOMIC BUSINESS DEV M

SENIOR LIBRARIAN
SENIOR MULTIMEDIA SPECIALIST/PIO
SENIOR STAFF ASSISTANT
SENIOR STAFF ASSISTANT FN HR
SENIOR UTILITIES ENGINEER
SR. ASST CITY ATTORNEY
SUMMER CAMP AIDE
SUMMER PROGRAM COORDINATOR-PT
TREASURY ADMINISTRATOR
TYLER/SECURITY SPECIALIST
USD ASSISTANT DIRECTOR
USD EXECUTIVE DIRECTOR
WATER PLANT SUPERINTENDENT
YOUTH EMPOWERMENT DIRECTOR
YOUTH WORKER

# CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

**Meeting Date:** 12/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: Approve professional services agreement with e-road map for urban farm and urban

agriculture plan

Recommendation/Motion: Approve personal services agreement with E-Road Map for urban farm

management and an urban agricultural plan.

Originating PARKS AND
Dept RECREATION

Costs \$36,000 funded by CDBG grant

.. \_ PARKS AND **Funding** \_ ....

User Dept. RECREATION Source Community development block grant

Advertised Yes Budget
Account Urban Farm and Urban Agriculture Plan - G/L
Account 21170102-549000, Project 22007

Number

Date October 22, 2021

City

Paper website/Demand

star

Affected Nat Daniel

Parties Not Required

#### Background/Summary:

Through Palm Beach County, the City has received a Community Development Block Grant (CDBG) award for several projects. One of the projects is for the development of an urban farm and associated Urban Agriculture Plan. In follow up to the award of CDBG funds, staff issued a solicitation for urban farm management services and to develop the respective Plan. As such, in response to the solicitation, E-Road Map (ERM) has been selected as the entity that will be responsible for the provision of the professional services needed to include introducing the Plan to the community.

E-Road Map began implementation of this Project in April of 2021 with the development of the farm area next to Barracuda Bay on the former Fire Station 88 property. This development included the planting of vegetables and fruit trees, volunteer recruitment, propagation of project partners such as the American Heart Association, Mounts Botanical Garden, Quantum Foundation and others. As well, nutritional cooking events and activities and the development of No Food Gap www.NoFoodGap.org, have taken place.

E-Road Map has been conducting volunteer workdays three days per week since the first planting in April 2021. Further, ERM and its volunteers have contributed over 1400 volunteer hours in weeding, harvesting and distributing produce since April.

At this time, staff seeks the approval of a professional services agreement with ERM so that it may

continue to effectively develop the farm and associated programs. As part of the agreement with ERM, it will receive a total of \$3,000 per month to perform project management and supervision services, development of an urban agriculture plan, infrastructure development of the farm, maintenance of produce, volunteer coordination and the establishment of a fully operational farmer's market.

The deliverables for this agreement include:

- Organizing and managing a minimum of 3 volunteer work days per week.
- Completing the planting of the farm area and the raised bed/botanical education area.
- Organizing monthly nutrition and health related programs.
- · Furthering the development and implementation of the No Food Gap sustainability and resiliency model for residents.
- Working with partners to develop the farmer's market model of distribution and developing other means of distributing the produce from the farm.
- Developing educational programs for the urban farm and urban agriculture Plan that would be appropriate for elementary, middle and high school students.

Fiscal Years 2022

**Capital Expenditures** 

Operating Costs 36,000.00

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 10/1/21

Contract End Date 9/31/22

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal one

Dollar Amount \$36,000

Contractor Company Name E-Road Map

Contractor Contact Valeke' Brown

723 39th Street

Contractor Address
West palm Beach Fla 33407

Contractor Phone Number 561-223-9447

Contractor Email veleke@eroadmap.org

Type of Contract Professional services

Describe

# ATTACHMENTS:

File Name	Description	Upload Date	Туре
City_Council_Memo _12121eroadmapPSAjacobs1.docx	Memo to Council - Urban Farm	11/23/2021	Cover Memo
Eroadmapresolution.docx	Resolution 106-21 Blankenship 845-3411	11/17/2021	Resolution
Professional_Services_Contract_Eroadmap.doc	Professional Services Agreement	11/17/2021	Agreement
ERPADMAP_BID_1055-22-1.pdf	Solicitation	11/17/2021	Backup Material
BID_1055-22- 1_RECOMMENDATION_LETTER_1.pdf	Recommendation Letter	11/17/2021	Backup Material

# REVIEWERS:

Department	Reviewer	Action	Date
Recreation Park	Blankenship, Richard	Approved	11/17/2021 - 8:59 AM
Purchasing	Williams, Glendora	Approved	11/17/2021 - 9:51 AM
Finance	sherman, randy	Approved	11/17/2021 - 2:16 PM
Attorney	Wynn, Dawn	Approved	11/19/2021 - 1:41 PM
City Clerk	Smith, Tawanna	Approved	11/19/2021 - 1:54 PM
City Manager	Jacobs, Deirdre	Approved	11/23/2021 - 6:56 PM



"The Best Waterfront City in Which to Live, Work And Play."

#### CITY OF RIVIERA BEACH - MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: RICHARD BLANKENSHIP, DIRECTOR OF PARKS AND RECREATION

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH E-ROAD MAP

CORP. FOR URBAN FARM AND URBAN AGRICULTURE PLAN

**DATE:** WEDNESDAY, DECEMBER 1, 2021

**CC:** GENERAL PUBLIC

#### **Background:**

Through Palm Beach County, the City has received a Community Development Block Grant (CDBG) award for several projects. One of the projects is for the development of an urban farm and associated Urban Agriculture Plan. In follow up to the award of CDBG funds, staff issued a solicitation for urban farm management services and to develop the respective Plan. As such, in response to the solicitation, E-Road Map (ERM) has been selected as the entity that will be responsible for the provision of the professional services needed to include introducing the Plan to the community.

E-Road Map began implementation of this Project in April of 2021 with the development of the farm area next to Barracuda Bay on the former Fire Station 88 property. This development included the planting of vegetables and fruit trees, volunteer recruitment, propagation of project partners such as the American Heart Association, Mounts Botanical Garden, Quantum Foundation and others. As well, nutritional cooking events and activities and the development of No Food Gap <a href="https://www.NoFoodGap.org">www.NoFoodGap.org</a>, have taken place.

E-Road Map has been conducting volunteer workdays three days per week since the first planting in April 2021. Further, ERM and its volunteers have contributed over 1400 volunteer hours in weeding, harvesting and distributing produce since April.

At this time, staff seeks the approval of a professional services agreement with ERM so that it may continue to effectively develop the farm and associated programs. As part of the agreement with

ERM, it will receive a total of \$3,000 per month to perform project management and supervision services, development of an urban agriculture plan, infrastructure development of the farm, maintenance of produce, volunteer coordination and the establishment of a fully operational farmer's market.

The deliverables for this agreement include:

- Organizing and managing a minimum of 3 volunteer work days per week.
- Completing the planting of the farm area and the raised bed/botanical education area.
- Organizing monthly nutrition and health related programs.
- Furthering the development and implementation of the No Food Gap sustainability and resiliency model for residents.
- Working with partners to develop the farmer's market model of distribution and developing other means of distributing the produce from the farm.
- Developing educational programs for the urban farm and urban agriculture Plan that would be appropriate for elementary, middle and high school students.

# **Citywide Goal:**

Building Great Neighborhoods and Strengthening Community Engagement

# **Budget/Fiscal Impact:**

This Project is funded through the Community Block Development Grant Program which was approved on September 1, 2021 (Parks and Recreation budget Page 157).

#### **Recommendation(s):**

It is recommended that Resolution No.106-21 is approved.

#### **Attachments:**

- 1. Cover Memorandum
- 2. Resolution
- 3. Agreement
- 4. Solicitation

#### **RESOLUTION NO. 106-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH E-ROAD MAP CORPORATION FOR THE MANAGEMENT OF THE CITY'S URBAN FARM AND URBAN AGRICULTURE PLAN; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*

**WHEREAS,** the City of Riviera Beach has been awarded a \$100,000 Community Block Development Grant (CDBG Grant) for the development of the City's Urban Farm located at Barracuda Bay, and City-wide Urban Agriculture Plan; and

**WHEREAS**, the CDBG Grant includes funds for the management of the farm and all associated activities; and

**WHEREAS**, E-Road Map Corporation has developed preliminary designs for the Urban Farm and the City-wide Agricultural Plan to be implemented and managed for the residents of Riviera Beach.

**WHEREAS**, E-Road Map Corporation will be responsible for providing the following deliverables: The deliverables for this agreement include:

- Organize and manage a minimum of 3 volunteer work days per week
- Complete the planting of the farm area and the raised bed/botanical education area
- Organize monthly nutrition and health related programs
- Further develop and implement the No Food Gap sustainability and resiliency model for residents.
- Work with partners to develop the farmer's market model of distribution and develop other means of distributing the produce from the farm.
- Develop educational programs for the urban farm and urban agriculture plan that would be appropriate for elementary, middle and high school students.

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

**SECTION 1.** The City Council hereby approves the professional services agreement with E-Road Map Incorporated, attached and incorporated hereto as Exhibit "A".

**SECTION 2.** The City Council hereby authorizes the Mayor and City manager to execute the attached professional service agreement with E-Road Map Corporation.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Page 2 of 2	
APPROVED:	
RONNIE L. FELDER MAYOR	SHIRLEY D. LANIER CHAIRPERSON
ATTEST:	
CLAUDENE L. ANTHONY, CERTIFIED MUNICIPAL CLERK CITY CLERK	KASHAMBA MILLER-ANDERSON CHAIR PRO TEM
	TRADRICK MCCOY COUNCILPERSON
	JULIA A. BOTEL, Ed.D COUNCILPERSON
	DOUGLAS A. LAWSON COUNCILPERSON
MOTIONED BY:	REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY:	DAWN S. WYNN, CITY ATTORNEY
T. MCCOY:	DATE:
K. MILLER-ANDERSON:	
S. LANIER:	
J. BOTEL:	
D. LAWSON:	

RESOLUTION NO.106-21

#### PROFESSIONAL SERVICES CONTRACT

This Contract is made as of this \_\_\_\_\_day of \_\_\_\_\_, 2021, by and between the City of Riviera Beach, 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 \_E-Road Map, Corporation, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 46-4925867.

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

#### **ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide project management and supervision of urban agriculture plan, infrastructure development of farm and garden, maintenance of produce, facilitation of workshops and events for residents, volunteer coordination and farmer's market establishment and operation.

The deliverables for this agreement include:

- Organize and manage a minimum of 3 volunteer work days per week
- Complete the planting of the farm area and the raised bed/botanical education area
- Organize monthly nutrition and health related programs
- Further develop and implement the No Food Gap sustainability and resiliency model for residents.
- Work with partners to develop the farmer's market model of distribution and develop other means of distributing the produce from the farm.
- Develop educational programs for the urban farm and urban agriculture plan that would be appropriate for elementary, middle and high school students

The CITY's representative/liaison during the performance of this Contract shall be Richard Blankenship, Parks and Recreation Director, who may be contacted by <u>561-845-3411</u>, rblankenship@rivierabeach.org.

#### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on \_\_\_\_\_ and complete all services within 12 months.

#### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

A. <u>Generally</u> - The CITY agrees to compensate the CONSULTANT <u>\$3,000</u> per month. The total and cumulative amount of this Contract shall not exceed \$36,000.00,

PROFESSIONAL SERVICES CONTRACT #	

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.
- E. Payments to the CONSULTANT shall be sent to:

_E-Road Map Corp	
_723 39 <sup>th</sup> Street	
West Palm Beach, Florida 33407	

# **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or

without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

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

#### **ARTICLE 6 - PERSONNEL**

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors, sub consultants, and of persons either directly or indirectly employed by the CONSULTANT (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

#### <u>ARTICLE 7 - SUBCONTRACTING</u>

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is

encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

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

#### **ARTICLE 8 – SBE PARTICIPATION**

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY's performance and obligation to pay under this Contract is contingent upon annual appropriations being made by the City of Riviera Beach City Council.

#### **ARTICLE 11 - INSURANCE**

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates

shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with 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 CONSULTANT of its liability and obligations under this Contract.

- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

#### **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

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

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

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 14 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

#### **ARTICLE 15 - REMEDIES**

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

#### **ARTICLE 16 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

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

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

#### **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any

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

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 18 - INDEBTEDNESS**

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

#### ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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 CONSULTANT 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.

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- (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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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

# THE CITY CLERK'S OFFICE

561-845-4090 canthony@rivierabeach.com 600 West Blue Heron Blvd. 33404

#### ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

#### **ARTICLE 23 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

# **ARTICLE 24 - ENFORCEMENT COSTS**

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

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.

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

# **ARTICLE 26 - SEVERABILITY**

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

# **ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

# **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

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City of Riviera Beach ATTN: Richard Blankenship, Parks and Recreation Director 1621 W. Blue Heron Blvd. Riviera Beach, FL 33404

If sent to the CONSULTANT shall be mailed to:

E-Road Map, Corp.

PROFESSIONAL SERVICES CONTRACT #	

ATTN: Veleké' Brown 723 39<sup>th</sup> Street West Palm Beach, Florida 33407

# ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

#### ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

If applicable, the CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

#### **ARTICLE 32 – TIME**

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete 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 CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

#### **ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Management Advisory Group International, Inc. hereby represents to the CITY that <u>Veleké' Brown</u> has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

### **ARTICLE 38 - EXHIBITS**

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

# <u>ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS</u>

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 40 - LEGAL EFFECT**

PROFESSIONAL SERVICES CONTRACT #\_\_\_

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**

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

#### **ARTICLE 42 – SURVIVABILITY**

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

#### **ARTICLE 43 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

# **ARTICLE 44 - WAIVER OF SUBROGATION**

PROFESSIONAL SERVICES CONTRACT #\_\_\_

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

#### **ARTICLE 45 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Division, 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 46 – WAIVER OF TRIAL BY JURY

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

### <u>ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL</u>

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

# [SIGNATURES ON FOLLOWING PAGE]

# CONTRACT WITH THE CITY OF RIVIERA BEACH

**IN WITNESS WHEREOF,** the Parties unto this Contract have set their hands and seals on the day and date first written above.

	CORPORATE SEAL
CITY OF RIVIERA BEACH	E-ROAD MAP CORPORATION
BY: RONNIE L. FELDER MAYOR	BY:PRESIDENT
ATTEST:	APPROVED AS TO TERMS AND CONDITIONS
BY:CLAUDENE L. ANTHONY CERTIFIED MUNICIPAL CLERK CITY CLERK	BY: JONATHAN EVANS CITY MANAGER
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
BY: DAWN S. WYNN CITY ATTORNEY	
Date:	
Purchasing initials	
	Page 17 of 17

# EXHIBIT "A"

# SCOPE OF SERVICES - PROPOSAL

November 10, 2020

City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, FL 33404

Dear City of Riviera Beach,

E-RoadMap Corporation (ERM) appreciates the opportunity to submit a bid for the Riviera Beach Urban Farm Management Project.

We take pride in our work and mission to serve. Operation No Food Gap is an initiative brought forth as a solution to eradicate food deserts in underserved communities. We know that access plays a huge role in the health, mental, physical and emotional, and well-being of many minority communities.

Our goal is to change the narrative about those communities through access to food, nutrition, support and connectivity.

ERM is looking forward to working with the City of Riviera Beach in an intentional and meaningful way to create a lasting impact on its residents, generations to come.

Together, I am confident it will be achieved!

Respectfully,

Veleke Brown

CEO & Founder, E-RoadMap Corporation



(1) Layout and installation of garden beds, expansion of the irrigation system, purchase of equipment and materials, produce stalls and storage.

E-Roadmap Corporation (ERM) has evaluated the two lots for development beside Barracuda Bay Aquatic Complex on Blue Heron Boulevard and designed options for inground growing for the Urban Farm and a custom raised bed design for the Community Garden lot. We have conducted several in-person meetings with Reginald Coleman Lawn Maintenance Company, a registered vendor with the City of Riviera Beach, to discuss the irrigation system requirements to support build out of two structures. The first step was installing a drip irrigation system to provide water to soil and seeds. The system has since been upgraded to a custom irrigation system allowing adequate water for each section of the farm and garden.

ERM and partners will purchase needed equipment and materials to complete and maintain project functionality.

\*Photos attached of garden bed designs

plant design Fence 355 Farm tartistic Jop, Design Cascading Plants/Flowers Knised Beds Sunsdo SHER material Sen pture 4-Art de sign 5- walk way arch w rain barrels/ on tencing raised 158 / recycled 6-Kid planter Toplary 67714 900)+



# (2) Organize and manage at least three (3) volunteer workdays per week

E-Roadmap Corporation (ERM) has a vast roster of volunteers eager and excited to assist with the Operation No Food Gap Riviera Beach Urban Farm and Garden Project location. Our volunteers range from high school students looking for community service hours, to local organizations looking to get more involved in community efforts, corporations focused on their corporate social responsibility footprint, college students, snowbirds, residents and seniors.

Volunteers not only help move the mission forward, but they are also the greatest advocates of progress. Having them engaged in the project will help bring positive exposure to Riviera Beach and its mission to eradicate food deserts, provide wellness workshops and fu, wholesome activities for youth and community.

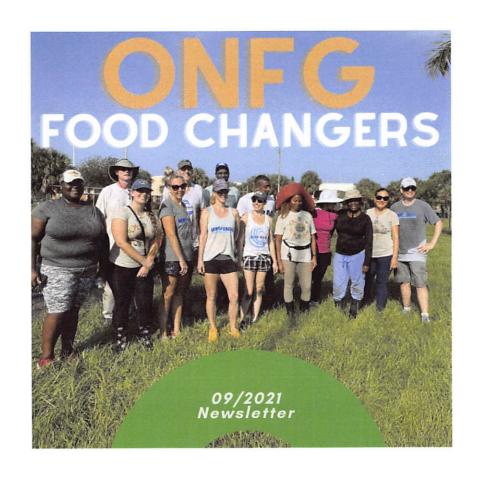
ERM will facilitate three volunteer opportunities on a weekly basis to maintain the farm and garden spaces, foster healthy engagements and harvest and delivery of fresh produce. ERM will be responsible for providing needed supplies for volunteers i.e. shirts, gloves, hats, gardening tools, first aid supplies and PPE during COVID-19.

We understand the importance of the community not just being involved and engaged, but active in the decision-making process as well. ERM will establish a Resident Led Council for the Urban Farm ensuring the needs and interests of Riviera Beach residents are honored when planting and workshop

\*Photos attached of various volunteer flyers to be distributed throughout Riviera Beach ensuring community is aware of resources and opportunities.

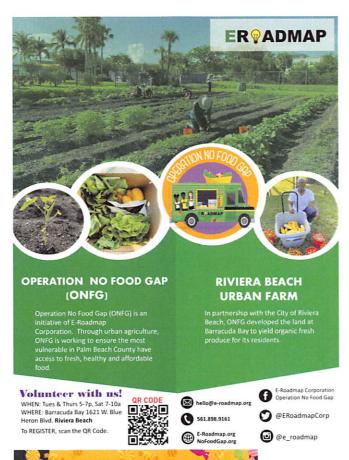






ERM Volunteer Engagement





B



A- Volunteer Opportunity Flyer (RB)
B- Youth Event (RB)



(3) Complete the planting of the farm area and botanical area seasonally.

E-RoadMap Corporation has an experienced team capable of completing the planting of the farm area and botanical area seasonally. Currently we have two self-sustaining community garden projects in West Palm Beach functioning to serve its residents.

Tabernacle Baptist Church operates a food kitchen that serves the homeless population. The challenge in their operation was financial as it related to purchasing food to prepare and give out. They were looking for a solution to decrease the money spent in grocery stores. The pastor contacted Healthier Neighbors and Palm Health for help. Healthier Neighbors contacted ERM to build the solution. We developed a community garden behind the church and taught the residents how to maintain the area. That plan devised by ERM allows that space to continuously be a sustainable and resilient model for residents. Their garden consistently produces the yield needed to fulfil their mission.

Northend RISE is a community advocate organization committed to improving unfavorable conditions for its residents. Their residents expressed an interest in a community garden to engage, educate, empower and create more opportunities for deeper connections among the participants. ERM evaluated the space, uncovered the needs and goals of the community and the custom garden was designed. This community has also developed a garden business plan and activity schedule for workshops and events to utilize the garden as a space of connectivity for the community. Over the next two years, RISE has a goal of securing land that will quadrupling their growing space and provide an even larger nutritional and emotional impact for its residents.

The ERM team consists of professional farmers, certified Master Gardeners, biologists, architectural landscapers, gardener enthusiasts, other subject matter experts, UF/IFAS partnership and Mounts Botanical partnership and consultants at our disposal. We are capable of planting on schedule, seasonally to deliver the desired result to Riviera Beach residents.

\*Photos attached of community gardens.







- Tabernach Missionary Baptist Church
- Tabernach Missionary Baptist Church





Harvesting with Volunteer Engagement



(4) Monthly Nutrition, Wellness & Community Engagement Programs October 2021- January 2022

> October 2nd The Sustainable Senior Workshop Series Launch Session #1: Food Nutrition, Gardening & Juicing

October 16th Session #2: Vegan Cooking Demo, Harvesting & Nutrition Education

> October 30th & October 31st Halloween & Pumpkin Patch Extravaganza

November 20th Session #3: Weight Management, Herbs & Alkaline vs Acidic Foods

December 4th Session #4: Dietary Specific Foods: Diabetes, High Blood Pressure & Gout

> December 4th Yoga & Meditation (Youth - Senior)

December 19th Farmer Santa & The Garden Elves Play Day

> December 29th RB 1st Health Cohort Established

January 8th Community Fitness Workshop Youth Planting & Nutrition Workshop

> January 13th Senior Workshop

January 22nd AHA Health & Wellness Workshop

January 29th Organic Tea, Herbs & Jam Making Workshop









Riviera Beach Urban Farm & Garden Project

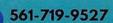
Barracuda Bay Aquatic Complex 1621 W. Blue Heron Blvd Riviera Beach, FL 33404







NoFoodGap.org









1621 W. Blue Heron Blvd Riviera Beach, FL 33404









MoFoodGap.org



561-719-9527

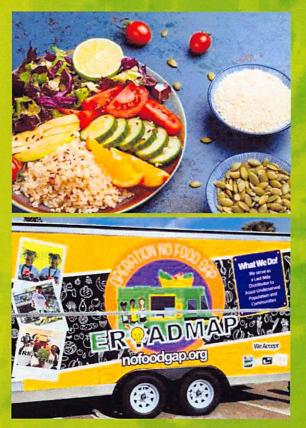




### A revolution is afoot.

It is happening in our neighborhoods, towns and cities. It is in direct response to providing the most basic of human needs – food. Collectively, we are working to ensure the most vulnerable in our community have access to fresh, healthy and affordable food.

We are feeding the people. We are evaluating food and nutrition needs. We are teaching the people how to fish.



Together, we are creating a comprehensive, community-based solution leading to healthy families. The goal: to eradicate food deserts in low income and underserved areas in Palm Beach County.

Operation No Food Cap, in partnership with The American Heart Association, and other support organizations and funders, works to create systematic change that addresses the economic, environmental, and public health challenges associated with food insecurity.

Operation No Food Cap creates sustainable urban agriculture plans for municipalities and organizations throughout Palm Beach County. The City of Riviera Beach serves as a model for other metropolitan areas. In developing the program, values related to equity, transparency and inclusion remained top priorities as this movement benefits our most socioeconomically disadvantaged residents.









FEED THE PEOPLE

HUNGER DOES NOT
DISCRIMINATE.
NO ONE SHOULD
GO HUNGRY.
HEALTHY, NUTRIENTDENSE FOOD IS A
BASIC NEED.

We feed the people. We make sure everyone has access to nutritious food, including those in impoverished and marginalized groups throughout our communities.

**Operation No Food Cap** realizes all residents, especially those with low to moderate income, will benefit from a carefully crafted and designed food network that strategically addresses the challenges of food insecurity. Our strategic plan includes:

Developing
farmland to
produce nonGMO and organic
foods within the
city limits for local
residents

Distributing and selling locally – grown produce, perishable and essential foods to underserved communities.

The E-Roadmap Corporation portfolio includes the active development of eight land areas in Palm Beach County. Two of the parcels are for farming and the others will be used for community gardens. Once the planting cycle is established on the farmland, a harvest will take place every two weeks. The harvested items will be cleaned, prepared and ready for residents at a farmers market held on a biweekly basis. This farmland is expected to deliver 10,000 pounds of high quality, non-GMO, organic food each year.

In 2021, Operation No Food Gap will serve 6,000 Palm Beach County youth and families.

By 2025, we plan to develop 10 parcels of farmland and host 1 farmers market per week in 10 cities across the county.

# EVERY PERSON SHOULD KNOW THEIR FOOD. THEY SHOULD KNOW ITS ORIGIN AND IMPORTANCE. THEY SHOULD KNOW IT IS SAFE.

**Operation No Food Cap** addresses the intertwined challenge of dietinduced diseases leading to public health failure. Good health begins with good nutrition.

Land developed by E-Roadmap Corporation will host a community garden, as well as health screening events, nutrition and wellness workshops, and pop-up farmers markets, showcasing locally grown, organic produce. In smaller quantities, perishable and staple foods will be made available.

### Workshops

**FOOD-AS-MEDICINE** 

**MEDITATION-AS-MEDICATION** 

BETTER PLATE, BETTER WEICHT

**HEART HEALTHY HAPPINESS** 

MEATLESS MAGIC COOKING WORKSHOP





## "Give a man a fish and you feed him for a day. Teach him how to fish and you feed him for a lifetime."

- Lao Tzu, Chinese philosopher

### In 2021

**Operation No Food Cap** is launching a multisemester course focused on garden cultivation and management, titled "Horticulture: The Life Potion Curriculum."

**Operation No Food Cap** is delivering 2,000 free youth gardening kits to Palm Beach County children to introduce more fruits and vegetables into their diet.

### TEACH THE PEOPLE TO FISH





An urban agriculture plan inspires individuals to be self-sufficient, take ownership of their health, connect with their food, and share this knowledge with their children and others to help break the cycle of food insecurity.

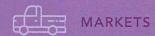
**Operation No Food Cap** is strategically addressing healthy eating through farmlands, community gardens, farmers markets, and a variety of educational opportunities. We know healthy eating patterns lead to positive health outcomes, so knowledge of and access to nutritious, safe, and affordable food choices is critical.

Utilizing farmlands and community gardens, families around the nation are learning to grow their own food. Locally, in partnership with **Operation No Food Gap**, residents are obtaining agriculture skills, and learning about soil health management and plant propagation.





Social Determinants of Health	Benefits of Urban Agriculture
Economic Stability	Entrepreneurship and Increased Community Revenue
Education	Enhanced Skill Building
Social and	Development
Community	of Strong
Context	Social Ties
Health and	Positive
Healthcare	Health Impacts
Neighborhood and Built	Beautification of Derelict Lots



### THERE IS A GROWING MOVEMENT TO ERADICATE FOOD DESERTS BY IMPROVING ACCESS AND AVAILABILITY, AND FORGING NEW PATHS WHERE FOOD IS MEDICINE.

Food access is influenced by diverse factors, including proximity to food, individual and neighborhood resources, as well as race/ethnicity, socioeconomic status, geography, disabilities, and more.

Innovative approaches are required to improve food access within underserved communities.
Our Fresh Market concept will do just that!

The Northwest Fresh Market will leverage an existing Trindy Courmet location and partner with Operation No Food Cap to provide

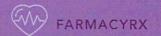
the Historic Northwest Community and surrounding neighborhoods with locally grown/sourced fresh fruits and vegetables, and an array of prepared foods that address multiple dietary restrictions caused by underlying health conditions found in underserved communities.

Food access and family buying power will increase with the acceptance of SNAP, EBT, Fresh Access Bucks and food coupons at the Fresh Market, by the way of Operation No Food Gap's Mobile Food Pantry Point of Sale (POS).

### THE Northwest Fresh Market WILL OFFER:

- Fresh fruits and vegetables
- Grab and Go prepared meals using food recovery-fresh produce
- · Local artisans-healthy desserts
- Smoothie/juice bar, freshly prepared salads, soups and sandwiches
- Online and in-person healthy eating and cooking demonstrations





### FarmacyRX: Food as Medicine

Everyone should have access to the knowledge and resources needed to enjoy positive health outcomes.



Operation No Food Cap is partnering with the American Heart Association of PalmBeach County to deliver fresh produce to food insecure, chronically ill patients through a produce prescription program.

At-risk patients are screened for nutrition security, and, if needed, a physician writes a "prescription" for fruits and vegetables. Patients can fill the prescriptions at a designated Farmacy RX, which is stocked weekly with fresh produce. The **Operation No Food Cap Mobile Pantry** and The Fresh Market will be two of the designated locations for patients to fulfill their food prescriptions at low or no cost.

# OUR MOVEMENT BATTLES FOOD WASTE. WE ARE TRANSFORMING FOOD BOXES INTO PREPARED MEALS THEN DELIVERING THESE MEALS TO OUR MOST MEDICALLY VULNERABLE NEIGHBORS.



### ELIMINATE FOOD WASTE/DELIVER PREPARED MEALS



**Operation No Food Cap** partnered with Trindy Courmet to create and deliver meals into the community. To help seniors and adults at high-risk to COVID-19 stay home and well, we are delivering three nutritious meals per day to them. The goal is to serve 4,000 older adults in Palm Beach County.

Seniors in underserved communities generally have a difficult time accessing food resources and turning raw foods/goods into prepared meals. To overcome this challenge, **Operation No Food Cap** is joining with chefs and small business owners to transform food boxes into prepared meals. This partnership is not only helping older adults but providing essential economic stimulus to local businesses.

Local and regional food systems are powerful economic and community development tools. They keep food dollars in local communities and offer new business opportunities. Now more than ever, consumers are buying local out of a renewed interest to know where their food comes from and how it was produced.

Operation No Food Cap is a transformative, comprehensive, community-based approach to addressing food insecurity in Palm Beach County.



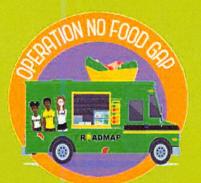






Through the power of urban agriculture and community partnerships, **Operation No Food Gap** is working to ensure our most vulnerable in Palm Beach County have access to fresh, healthy and affordable food.

Join the movement.



NoFoodGap.org

561.223.9447

hello@e-roadmap.org



































### (6) Farmers Market Model for Food Distribution from Farm Harvest

### Planting and Harvesting:

According to the USDA Hardiness Zone listing, Riviera Beach, Florida is comprised of zones 10a and 10b. E-RoadMap (ERM) will plant according to the planting and harvesting calendar of zones 10a and 10b with an emphasis on heat and cold tolerable crops to ensure year-round production. With a focused effort on these measures, barring any major weather catastrophes, under the management of E-RoadMap Corporation, the Riviera Beach Urban Farm will produce 10,000 pounds of produce per year for its residents.

May 14th, 2021, 1st planting. May - September 2021 harvested 2,000+ pounds of produce with 4 ft of shell rock and unfavourable growing conditions and climate.

### **Food Distribution:**

ERM will establish partnerships with organizations and agencies within Riviera Beach already engaged in food distribution efforts. The RB Urban Farm will be an excellent addition to donated foods as these items will be fresh, non-GMO and organic increasing the nutritional content of food boxes previously delivered to residents. ERM will coordinate efforts with internal volunteer force to harvest, package and deliver harvested foods to partnering organizations in a timely manner for distribution.

Currently we partner with Riviera Beach Outreach Center and donated 500 pounds of produce in August 2021.

### Farmers Market:

Having a permanent structure where residents can receive free and low-cost produce is essential to the process of eradicating food deserts and ensuring access to fresh foods. ERM will meet with distributors of container units and other recyclable materials utilized for market structures; design layout of structure; negotiate costs; receive (3) quotes for construction and build out. Once plans are finalized, ERM will enlist said partners American Heart Association and Children Services Council to assist City of Riviera Beach with build-out to offset cost to City.

When structure is complete, ERM will organize opening days according to planting and harvest schedule. ERM will work with City POC to establish coupon system allowing residents to receive produce at no to low cost. ERM







will enlist partner, American Heart Association, to match coupons increasing buying power for residents. ERM will utilize its SNAP/EBT/FAB permits to enable even deeper discounts and free produce to resident.

Phase 2: Expand JFK Culinary Program to all youth in Riviera Beach. Have youth curate and pre-package meals. These meals will be available at Farmers Market.

Phase 3: Expand Farmers Market to full space on land to monthly event where local small business owners can showcase/sell items. Encouraging and stimulating small business in Riviera Beach.

\*Photos attached of various model ideas





BY CARL JOHNSON

I believe Dayton's Bluff need an affordable micro grocery store. 8,000 people in Dayton's Bluff are Food insecure. This would increase the well being of families and children in our  $neighborhood.\,93\%\,of\,Dayton's\,Bluff\,elementary\,are\,free\,lunch\,eligible.\,This\,space\,could\,be$ used to end everyday hunger. Two things would happen if that happens. Our neighborhood would become more walkable and two families would feel more connected in their neighborhood.

### File Attachments

### **ADDRESS**

705 7th St E St Paul Minnesota 55106

### Shipping Container Farmer's Market



From binged.it

### shipping container market

Find high-quality images, photos, and animated GIFS with Bing Images



https://mail.google.com/mail/u/0/



A-Harvesting + Food Donation to Riviera Beach Community Outreach

B- ESPN Corporate Social Responsibility & RB Council member + RB Residents



(7) Develop educational programs for the urban farm and the urban agriculture plan that would be appropriate for elementary, middle and high school students.

E-RoadMap Corporation has an extensive curriculum dedicated to youth development. Our pillars are entrepreneurship, etiquette, financial literacy and health and wellness. Over the years, we have hosted youth Shark Tank events throughout Palm Beach County, Miami Dade County and for the City of Detroit. We run Etiquette Academies in Delray Beach and Lake Worth, Florida. Financial Literacy workshops are held in Belle Glade. Our health and wellness programming spans all over Palm Beach County with a record of successful and impactful events since 2017.

Since COVID-19, in April 2020, ERM pivoted to add online educational programs to youth during the pandemic. We developed a customized curriculum for elementary, middle and high school students to engage and learn in an exciting way via Google Classroom.

If needed, these curriculums can be accessed by Riviera Beach students and an ancillary tool for onsite teachings at the Urban Farm.

In addition to ERM in-house facilitators, we partner with the American Heart Association, Community Greening, UF/IFAS, Mounts Botanical, Grow Garden Box and other local agencies to assist in teaching wellness and gardening classes for youth and community.

ERM is capable pf creating customized curriculums upon request.

\*Photos attached of online Google Classroom curriculums under our Health & Wellness category.





illuminating young minds through Entrepreneurship

Reality is not what THEY say.

you make if to be.

### FREE Virtual LEARNING

with Google Classroom

- @ @e\_roadmap
- f @ERoadmapCorporation
- **★** @ERoadmapCorp

Veleké Brown CEO, E-Roadmap Corporation

People

Grades

Classwork



GET - On the App Store

### Health & Wellness: Building Resiliency

Stream







	Stream Classwork People Grac	ies		
+	Create	Google Calendar	△ Class Drive fo	older
All topics	esson 1 Managing Stress			:
Lesson 1 Managing				
Lesson 2 Vulnerabili	Grounding Exercises		Posted Apr 4, 2020	•
Lesson 3 Seeking M	Resilient Traits		Posted Apr 4, 2020	:
Lesson 4 Risk Mana	Meditation		Posted Apr 4, 2020	:
	Stress Journal		Posted Apr 4, 2020	:
Le	esson 2 Vulnerability			:
	Lesson 2 Video: Vulnerability		Edited Apr 4, 2020	•
Œ	Desensitizing Activity		Posted Apr 4, 2020	•
	Who has demonstrated great resilience?		Posted Apr 4, 2020	:
<b>C</b>	Who has demonstrated great resilience?		Posted Apr 4, 2020	:

Students can only see topics with published posts

### Lesson 4 Risk Management

Lesson 3 Seeking Meaning

:



**Risk Scenarios** 

Posted Apr 4, 2020











	Stream <b>Classwork</b> People Grades	
All topics	Lesson 1: Sustainability	•
Lesson 1: Sustainab	Lesson 1 Video: Sustainability Posted Apr 4, 2020	•
Lesson 2: Bees	Lesson 1 Video: Sustainability  Posted Apr 4, 2020	•
Lesson 3: Herbs an	Create the future in 50 years. Posted Apr 4, 2020	•
Lesson 4: Composti	What is your vision in 50 years? Posted Apr 4, 2020	:
	How to live a more sustainable life Posted Apr 4, 2020	:
	Lesson 2: Bees	:
	Lesson 2 Video: Bees Posted Apr 4, 2020	•
	Did you see anything on your walk? Posted Apr 4, 2020	•
	Small but Mighty! Posted Apr 4, 2020	•
	Lesson 3: Herbs and Veggies	<b>i</b>
	Lesson 3 Video: Herbs and Veggies Posted Apr 4, 2020	•
	What does your home garden look like? Posted Apr 4, 2020	:
	Video on growing from your veggies at ho Posted Apr 4, 2020	• •
	Planting for the whole family? Posted Apr 4, 2020	
	Coloring Pages Posted Apr 4, 2020	•



Lesson 4: Composting

:

(8) Purchase and develop a website for the ease of information for residents interested in the Urban Farm and Urban Agriculture Plan and related programs.

E-Roadmap Corporation (ERM) has established a website specific to the Operation No Food Gap initiative and focuses on events held at the Riviera Beach location.

### www.NoFoodGap.org

This website will showcase photos of the location and highlight our work to grow fresh produce for the residents of Riviera Beach. All workshops will be listed there in addition to a sign-up link through RSVPify allowing for easy registration and updates. ERM will also utilize our newsletter to blast information to our 3000 subscribers of happenings at the Urban Farm.

Volunteers can easily register for the project, potential donors and business owners can see first-hand how their dollars will be best utilized.

ERM will work with RBTV and Parks and Recreation to ensure all events are shared on various platforms to inform residents of resources and events.

Site will be maintained by ERM staff and will expand to reflect the project.

\*RB Urban Agriculture Plan attached.



### Proposal submitted by:

E-RoadMap Corporation (ERM) in partnership with The American Heart Association detailing an Urban Agriculture Plan ("Plan") for the City of Riviera Beach (the "City").

The process of creating the Plan is expected to take between seven (7) months and ten (10) months. This process includes robust engagement with resident stakeholders, City agencies, and non-profit organizations involved in urban agriculture. The final Plan will outline the current state of agriculture in Riviera Beach and guide the City on how to improve and create new pathways for support and resources for the maintenance and expansion of urban agriculture projects in Riviera Beach.

While developing the Plan, ERM employed health equity, social justice and food justice lenses throughout the entire process of creating the Plan, and operated according to values of equity, transparency, and inclusion.

The effort to ensure all Floridians have access to fresh, healthy, and affordable food is simultaneously losing and gaining ground. Part of the problem is a lack of direction, investment, and coordination necessary at the City, State, and Federal levels to support urban agriculture projects and contribute to a thriving urban agriculture community. Furthermore, philanthropic resources are not meeting the growing needs of urban agriculture. The benefits of urban agriculture are well-understood, driving many cities across the country to commit to urban agriculture.

For example, the City of Chicago invested a \$1 million U.S. Department of Agriculture grant in land trusts, cooperatives, training, and capacity building for urban farmers. The cities of San Francisco, Seattle, and New York are making urban agriculture more accessible by establishing coordinating offices, which support growers with resources, tools, and education. Many cities facilitate new projects by pre-approving land for urban agriculture projects. ERM believes that a citywide plan developed with inclusive and effective community engagement will provide the direction necessary to strengthen cohesion among multi-sector urban agriculture stakeholders and ensure that urban agriculture thrives in Riviera Beach.

Our focus with this proposal is to consider how planning for urban agriculture can foster food justice by benefitting socioeconomically disadvantaged residents. The potential social benefits of urban agriculture include increased access to food, positive and equitable health impacts, skill building, community development, and connections to broader social change efforts. This proposed opportunity creates several key strategies for Riviera Beach to more explicitly orient their urban agriculture efforts to support food justice, including prioritizing urban agriculture in long-term planning efforts, developing mutually respectful relationships with food justice organizations and urban agriculture participants from diverse backgrounds, targeting city investments in urban agriculture to benefit historically disadvantaged

communities, increasing the amount of land permanently available for urban agriculture, and confronting the threats of gentrification and displacement from urban agriculture.

First, urban agriculture cultivation can increase food access and food security for all those involved and sometimes for recipients of donated food (Algert, Baameur, & Renvall, 2014; McClintock & Simpson, 2017). This is of particular importance for food-insecure households and in food deserts and swamps. In Palm Beach County alone more than 300,000 residents struggle with hunger, 53,000 of whom are children, and do not have enough to eat daily. Furthermore, access to nutritious foods is also an issue of equity, with residents in underserved communities often having to travel farther and pay a higher price to access nutrient dense foods than residents in more affluent communities.

Studies show that urban agriculture participants increase their knowledge of nutrition and fresh food. One study finds that adults in households in which a member participates in community gardening eat fruit and vegetables more frequently than adults in nonparticipating households (Alaimo et al., 2008). Other studies link community gardening to lower obesity rates (Alaimo, Beavers, Crawford, Snyder, & Litt, 2016; Zick, Smith, Kowaleski-Jones, Uno, & Merrill, 2013). Youth participants in urban agriculture programming were more likely to taste vegetables they grew themselves (J. O. Allen et al., 2008). The physical practice of cultivating food, including weeding, tilling, and using hand tools, offers a form of exercise that is preferred across different populations by age, gender, race, and ethnicity (Bellows, Brown, & Smit, 2003; Park, Shoemaker, & Haub, 2009). Urban agriculture is also associated with reduced stress and improved mental well-being (Armstrong, 2000; Draper & Freedman, 2010) and may be especially beneficial for people experiencing mental illness and for people who have been incarcerated (Bellows et al., 2003).

Urban Gardening can also be a vehicle to addressing the social determinants of health. The World Health Organization defines the social determinants of health quite broadly as the circumstances in which people are born, grow, live, work, and age, and the systems put in place to deal with illness. These conditions have impacted life expectancy and particularly the number of healthy years an individual lives free from disease, particularly leading to disparate outcomes for underserved and minority communities. By changing the environment to increase access to healthy foods, opportunities for exercise through engaging in gardening activities, and education tools, the partners will reduce disparate outcomes within the Riviera Beach community. Operation No Food Gap will address SDoH by following a Social Ecological Framework for urban gardening. In doing so, the above-mentioned parties develop a multi-pronged approach, addressing SDoH on public policy, community, family, and individual levels for sustainable change.

very person deserves the opportunity for a full, healthy life. As champions for health equity, by 2024, the American Heart Association will advance cardiovascular health for all, including identifying and removing barriers to health care access and quality.

Everyone deserves an optimal and just opportunity to be healthy, giving special attention to the needs of those at greatest risk of poor health and no one is

disadvantaged from achieving their potential because of social position or any other socially defined circumstance.

Currently, the City of Riviera Beach only has two community gardens to service their nearly 35,000 residents. Neither location is operational to feed nor education community on a *grand* scale as this proposal intends. This proposal does not intent to replace nor compete with current establishments. The Urban Agriculture Plan is blueprint for other cities to model as an example of eradicating food deserts, educating/changing eating habits of community and improving health stats starting with the City of Riviera Beach by year 2022.

### Scope of Work

E-RoadMap Corporation will develop an Urban Agriculture Plan for the City of Riviera Beach where it's residents benefit from a County-wide initiative, Operation No FoodGap. #ONFG is an innovative and collaborative effort to eradicate food deserts in low income and underserved areas. This project is a component of a collective impact partnership with The American Heart Association in conjunction with other PBC nonprofits, food banks, community stakeholders, farmers and citizens to achieve systemic change via a sustainable food narrative. The #ONFG components address the intertwined challenges of disease-inducing diets and environmental destruction caused by the industrial food sector.

This project's primary activities include development of farmland to produce non-gmo and organic produce within the city limits for the welfare of local residents, distribution and retail sale of locally grown produce, perishable and stable foods to community from low-income areas deemed "food deserts"; nutritional workshops and cooking demonstrations on healthy eating and how to prepare culturally relevant nutritious dishes, gardening, weight management, yoga, meditation and mindfulness.

### Objectives:

Low-income residents will benefit from a food network that works together to strategically address hunger through mobile distribution and pop-up farmers markets, increasing food access while expanding availability of outlets accepting SNAP and Fresh Access Bucks in vulnerable communities, increasing families buying power.

ERM will develop two designated areas of land. Area 1 land development specifically for farming of produce intended to feed the Riviera Beach Community. Area 2 land development for community teaching and connection garden, where ERM and partners will host nutrition/education workshops and quarterly community events.

Area 1: Farmland. The RB Urban Farm is intended to generate produce every 90 days for the first six (6) months. Once farm planting cycle and routine is established, harvest will occur every thirty (30) days with a variety of items that the community will have a say in planting. At the 12-month mark, harvest will take place every two weeks, fourteen (14) days. These items will be cleaned and prepared (packaged or

displayed) ready for purchase at The RB Urban Farm Pop-up Farmers Market occurring the 1st and 3rd Saturday of each month. With exception late June-August while crop cover is preparing soil for next season. Area 1 goal: yield 10,000 pounds of produce per year.

Area 2: Community Garden and Workshop/Event location. The RB Urban Farm will be developed as a multi-purpose space; community garden with raised beds and permaculture elements and a space to hold nutrition/education workshops and events for community. This land will also host the RB Urban Farm Pop-up Farmers Market bi-monthly. #ONFG will provide the mobile POS enabling residents to utilize SNAP,EBT and FAB. ERM, AHA and City of Riviera Beach will create coupon system allowing for even more of a match of produce purchase and extension of buying power for residents.

Farm Team: (2) Farm Consultants; (1) Farm Manager and (2) Farmers/Gardeners

ERM will be financially and legally responsible for the Farm Manager. Farm Manager reports to ERM Executive Director. Farm Manager is responsible for Farm and Community Garden Responsibilities. Paid Farmers/Gardeners report to Farm Manager for instruction. Quarterly evaluation of Farmers/Gardeners will be conducted by Farm Manager and City of Riviera Beach POC.

The City of Riviera Beach is responsible for providing (2) staffed positions: Farmers/Gardeners to assist Farm Manager. These positions report to the Farm Manager and City of Riviera Beach POC.

ERM will develop a Volunteer Gardener Task Force to assist Farm Team with both Area 1 and Area 2.

Parks and Recreation will assist ERM with Volunteer Gardener Task Force to ensure community residents are engaged with project.

ERM will provide POS system for City residents to access government assistance programs such as SNAP, EBT and FAB to purchase locally grown fresh produce.

ERM will be responsible for all fees associated with POS.

ERM will be legally and financially responsible staffing of the Program Manager. Program Manager reports to ERM Executive Director.

ERM will provide quarterly updates to Parks and Recreation POC, City Manager's office, and AHA of benchmarks achieved, yields, residents served and other relevant data.

ERM and AHA will facilitate monthly workshops to include topics such as gardening, composting, yoga, meditation, healthy cooking, chronic disease management, herb drying and tea making, resistance exercise and strength training, stress and hypertension, and art therapy.

**ERM will disburse Youth Gardening Kits** 

ERM will host two (2) Farm-to-Table events per year at The RB Urban Farm for community stakeholders

ERM will host quarterly events partnered with local organizations focused on providing resources to community along the lines of health.

City of Riviera Beach will provide sanitation stations and PPE materials.

ERM and AHA will partner in marketing efforts to promote farm, community garden, workshops and events.

Ownership: The lands used to develop growing centers will be owned by the City of Riviera Beach and/or Palm Beach County, with a 10 year right of use contract to the lead nonprofit, ERM, for no more than \$10/year. ERM retains contract of development, management and facilitation of activities at The RB Urban Farm for the entirety of lease. City of Riviera Beach will cover all necessary insurances, taxes, water and security on land. ERM will retain its intellectual property of the Urban Agricultural Plan for the City of Riviera Beach.

### **Proposed Lots:**

Lot 1- Fire Dept: 1621 Blue Heron Blvd

Lot 2-Palm Beach County
School District Lot: 1695 Blue Heron Blvd

### **Proposed Land Usage:**

Land Space 1- development 1.5 acres for farmland Land Space 2- develop 1.5 acres for Community Garden and Educational Workshops

Phase1: (2 weeks) January 4- 15, 2021 Community conversations to guide work and develop strategic plan for subsequent years.

Phase2: (3-6 weeks) January 15-February 19, 2021 Surveying land; Testing Soil; Irrigation Install; Security Land Prep: Plowing, Discing, Tilling Plow land, then rest for 2 weeks Disc land, then rest for 2 weeks Tilling land, then rest for 2 weeks Make Beds: Bedding

### Phase 3: February 20th: Planting

What can be planted:

Tomatoes, eggplants, squash, zucchini, peppers, carrots, leeks, radishes (1 month)

lettuces: (3 weeks)

brassica: kale, collards, broccoli, cauliflower, Brussels sprouts

Raised beds will be herbs only (in Community Garden)

Grow foods to stay culturally native

Corn (90-120 days)

\*Collaborative discussion with: City of Riviera Beach, Parks and Recreation, Community Stakeholders and Farm Manager best crops to plant and when.

### **Phase 4: Harvesting**

Volunteer Efforts Coordinated

### Phase 5: Cover crop for summertime

Cover crop late June -early August

Restart: Vegetables in August 2021

### **Statement of Qualifications**

E-RoadMap Corporation, 501(c)3 nonprofit organization operating in Palm Beach County. This initiative #ONFG is partnered with The American Heart Association. Our work is also funded and endorsed by: Children Services Council, The Quantum Foundation, No Kid Hungry, United Way Hunger Relief Task Force, The Community Foundation, Networking To Help Children, The Jr. League and many others.

E-RoadMap (ERM) believes that healthy food and food access initiatives are most successful when those impacted communities are not only active participants, but also leaders in the transformation efforts. Our goal is to promote self-sufficiency and increase food security in low-income communities by developing comprehensive, community-based solutions.

The American Heart Association has a bold goal- to be a relentless force for a world of longer, healthier lives. We have a responsibility to ensure people living in the communities we serve reach their full potential for a long and healthy life. Our greatest challenge: cardiovascular diseases are the leading global cause of death. Not only are they claiming more lives than all forms of cancer combined, but the primary precursors – such as high blood pressure, obesity, smoking and diabetes – are also on the rise.

For nearly 100 years, the American Heart Association has been fighting heart disease and stroke, striving to save and improve lives. We have funded more than \$4.3 billion in research since 1949. Those investments have led to several important medical advancements, including techniques and standards for CPR, the first artificial heart valve, implantable pacemakers, cholesterol inhibitors and drug-coated stents. In addition to leading breakthroughs in science and technology, we are changing systems and policies and working with individuals and organizations to transform health care and communities. We are equally responsive and proactive in

our approach to the biggest problems and in supporting the community of Riviera Beach, the American Heart Association is dedicating resources and staff to this partnership and is dedicated to make a sustainable and measurable difference.

\*Previous timeline submitted to stakeholders on 12/15/20. New timeframes to be adjusted.



(9) Get three (3) quotes for all materials that will be planted and placed in the urban farm and botanical garden area.

E-RoadMap Corporation has established an expansive network of qualified contractors willing to assist with the expansion of Operation No Food Gap at the Riviera Beach location.

Our existing method of operation consists of requesting and evaluating (3) quotes to determine credentials, best price and quality of work. We will continue to extend this practice while doing business with the City of Riviera Beach to ensure all required protocols are followed.









(10) Develop collaborative relationships with American Heart Association, Mounts Botanical Garden, Grow Box, Quantum Foundation, Children's Services Council, No Food Gap and No Kid Hungry.

E-RoadMap Corporation has strong relationships, funded support and partnerships with the following organizations to expand Operation No Food Gap throughout Palm Beach County. At the discretion of ERM, these funds and partnerships can be extended to the Riviera Beach site location.

\*Limited listing

The American Heart Association

Children Services Council

No Kid Hungry

**Quantum Foundation** 

Networking To Help Children

**Home Depot** 

Starbucks Foundation

Mounts Botanical

UF/IFAS Extension

Youth Services Department PBC

**PBC Social Services Department** 

**Commissioner Mack Bernard** 

JFK Middle School









(11) Provide City Staff with all receipts, reports and data from Farm activities for grant reporting.

E-RoadMap Corporation agrees to keep detailed records of all accounts for grant reporting purposes. We will communicate directly with City appointed POC to submit reports, data and all receipts associated with the project.

## **BID CHECKLIST**

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

**Bid Check List:** 

Bidders are cau	tioned to please check their bid very carefully, using the following checklist:
	Bidder's Certification Page Signed and Notarized
	Invitation to Bid Cost Proposal, including Unit Price and Total price completed. Total Amount of Bid Entered on Invitation to Bid Cover Sheet.
	All required forms
	Bid Envelope prepared as specified
	It is the bidder's responsibility to contact the Procurement Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

# **ATTACHMENT "A"**

# **REQUIRED FORMS**

IN ADDITION TO THE BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

- 1) BIDDERS CERTIFICATION
- 2) BID COST PROPOSAL
- 3) ADDENDUM PAGE
- 4) REFERENCES
- 5) PUBLIC ENTITY CRIMES STATEMENT

NOTE:

PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BIDS IN ACCORDANCE WITH THE INSTRUCTION SHEET ON PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOU NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING YOUR QUALIFICATION TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

#### **BIDDER'S CERTIFICATION**

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

E-Road may Corporation NAME OF BUSINESS	velcke @e-roadmap.org
SIGNATURE OF AUTHORIZED OFFICER  Veleke Brown, CED  PRINTED NAME AND TITLE  123 39th Street  MAILING ADDRESS  WPB, FL 33407	Sworn to and subscribed before me this 10 <sup>th</sup> day of, 2021.  November  SIGNATURE OF NOTARY  MY COMMISSION EXPIRES: 09 01 2005
CITY, STATE, ZIP CODE	PERSONALLY KNOWN
561 223 9447	OR PRODUCED
TELEPHONE NUMBER	IDENTIFICATION FL DYIVEYS LICENSE
FAX NUMBER	
	State of Florida  Ny Commission Expires 09/01/2025  Commission No. HH 171921  Commission No. HH 171921

Amber St. Andre Notary Public

# **BID COST PROPOSAL SHEET #1**

(To Be Completed By the Bidder)

# **INVITATION FOR BID #1055-22-1**

## RIVIERA BEACH URBAN FARM MANAGEMENT SERVICES

# ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

company: E-Roadmap Corporation
Address: 723 39th Street, WPB FL33407
Contact: Velcke Brown
Signature of Authorized Officers:
TOTAL BID COST: \$ 36, 000
*The award shall be to the lowest responsive and responsible bidder meeting the written specifications.
UNIT COST (PRICE) \$36,000 for both spaces.  Farm & Garden

# **ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Request to Qualify (indicate number and date of each):

Addendum No.\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_ Dated\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_ Dated\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_ Dated\_\_\_\_\_\_

SIGNATURE

TITLE

## **REFERENCES**

Bidder shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Additionally, contractors should submit a copy of their professional license.

	Name: Riviera Beach Parks: Recreation
Stett 412 Address: 319 Clematis St. 33401	Address: 1621 W. Blue Heron Blvd FL33404
Tel. No.: 561 236 2185	Tel. No.: 561 845 3411
Fax No.:	Fax No.:
Email: blewish babell south net	Email: rblankenship@rivierabeach.org
Contact: Bruce Lewis	Contact: Richard Blankenship
Name: Tabernacle Baptist Church	Name: Northend RISE, Inc.
Address: 801 8th Street FL 33401	Address: 123 39th Street FL 33407
Tel. No.: 561 8221413	Tel. No.: 561 388 4084
Fax No	Fax No.:
Email: Kljones@ wpb.org	Email: <u>cglover@northendrise.org</u>
Contact: Rev. Kevin Jones	Contact: <u>Craig Glover</u>

## 

Action chall authricas a part of the proposal package four (-1); hughes a references with the name of the passing a district address contact part and telliphone number.

sald Housely, contractors should endough a copy of distriptors when homes. Namock-B. Limited & Associates Inc. Framer Rivier Volace Parks & Research in Address 319 Chanatis St. 33401 Heter Life Brook and Willer as the Tel. No. 561 956 2185 Tel No. 5 6 1 8 4 5 34 11 Fax No. Email blow is bearing bullsouth our Enalt rolandeship alrivion well-org consul Richard Bluerlanship comed Bruce Lewis HERE BLOGIERALE PLANTED Name NOVELLEGIA RESIDENT LOPE, LOPE STOLET PL 33401 Address (120 341) Struct PL 33401 Tel. No: 561 \$221413 Tel No.: 274, 085 1084 Emai Cylover & notherdrise.org Enter K ja aces (a) upp b. co (4) Contact Coats all rev COMPACE ROVING PARCES



# Palm Beach County Commissioner Mack Bernard



## MACK BERNARD

Commissioner
District VII,
Palm Beach County

City of Riviera Beach 600 W. Blue Heron Boulevard Riviera Beach, FL 33404

November 8th, 2021

Dear Evaluation Committee,

The office of Commissioner Mack Bernard supports E-RoadMap Corporation and their proposal for management of the City of Riviera Beach Urban Agricultural Farm Project.

We confirm our commitment to partner with the organization to expand their initiative Operation No Food Gap to underserved communities within the City of Riviera Beach. Our office has attended events hosted by E-RoadMap Corporation and found them to be both informative and transformative for the youth, adults, and the senior population. Community participation in events such as yoga, fitness, meditation and organic gardening help to address anger, anxiety, low self-esteem, depression and health issues.

Prior successes assures us that the same results will be achieved with this initiative in Riviera Beach. Active nonprofit organizations such as E- RoadMap Corporation are a compliment to the positive agendas we have in place throughout Palm Beach County.

Without hesitation, we support this project and proposal because Healthy Food and Wellness are priority areas and Operation No Food Gap directly aligns with our mission to eradicate food deserts, create food forests, and educate the community on nutrition and wellness.

Sincerely,

# mack Bernard

Commissioner Mack Bernard Palm Beach County, District 7

Palm Beach County

Board of County Commissioners

Governmental Center

301 N. Olive Ave, 12<sup>th</sup> Floor

West Palm Beach, Florida 33401

Tel (561) 355-2207

Southeast County Complex

345 Congress Avenue, Room 112 Delray Beach, Florida 33445

Tel (561) 276-1350

www.pbcgov.org

"An Equal Opportunity Affirmative Action Employer"



#### **Community Services Department**

810 Datura Street West Palm Beach, FL 33401 (561) 355-4700

Fax: (561) 242-7336

www.pbcgov.com/communityservices



#### Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

#### **County Administrator**

Verdenia C. Baker

November 10, 2021

Dear Evaluation Committee,

As Department Director of the Palm Beach County Community Services it gives me great pleasure to write this letter of support for E-RoadMap Corporation (ERM). Our office has supported the organization since 2017 and we witnessed what the organization has achieved and is capable of achieving.

Our office is particularly advocating for Operation No Food Gap (ONFG). ONFG is the initiative of ERM, born in response to the COVD-19 crisis. The vision of Operation No Food Gap is to ensure access to fresh produce for those in underserved communities and create systems of sustainable agriculture. ONFG initiatives address healthy eating through farmlands, community gardens, farmer's markets, fresh markets, and various educational opportunities. Through the ONFG project, families have access to non-GMO and fresh produce in our community, families are learning to grow their food, community residents are obtaining agriculture skills, and learning about soil health management and plant propagation!

The success of the ONFG urban farm projects in West Palm Beach and Riviera Beach has our office confident that continued results will be achieved as they manage the expansion efforts of urban farms and gardens in Riviera Beach. Active nonprofit organizations such as E-Roadmap Corporation are a compliment to the positive agendas we have in place throughout Palm Beach County.

Palm Beach County Community Services is seeking effective ways to help the community in these challenging times, and the ERM proposal will help provide access to affordable and fresh non-GMO produce, and a variety of nutritional and gardening educational opportunities. We fully support E-RoadMap Corporation's proposal for the expansion of management services at the Urban Farm in Riviera Beach and our office believes it will have a meaningful and sustainable impact in the Riviera Beach community.

Please feel free to contact me or my staff regarding our support of E-Roadmap Corporation and the ONFG Project.

Sincerely,

James Grean

James E. Green Department Director

"An Equal Opportunity Affirmative Action Employer"



559 North Military Trail, West palm Beach, FL 33411

November 10, 2021

Dear Evaluation Committee,

Mounts Botanical Garden enthusiastically supports E-RoadMap Corporation and their proposal for management of the City of Rivera Beach Urban Agricultural Farm Project. We confirm our commitment to partner with the organization to expand their initiative Operation No Food Gap to underserved communities throughout Palm Beach County.

Presently our staff is working with Operation No Food Gap at the Urban Farm helping design, plant, and maintain the Farm, as well as partnering with them to implement educational activities to help Riviera Beach community residents learn about edible plants, urban farming, and personal wellness. We strongly support Operation No Food Gap's focus on reducing healthy food choice disparities among Riviera Beach residents.

Mounts Botanical Garden serves the community by helping people understand the importance of urban gardens by providing a place where Palm Beach County residents can see environmental stewardship through education in action. It is of utmost importance to us to eradicate food deserts and promote urban community gardening projects such as Operation No Food Gap. We are looking forward to continuing this partnership and to coordinating education and health and wellness projects specifically for Riviera Beach neighborhoods.

Sincerely,

April Krebs

Special Projects Manager Mounts Botanical Garden

Akrebs@pbcgov.org



1901 Avenue S, Riviera Beach, FL 33404

561-845-4501

Mr. Ricky Clark, Principal

Dear Evaluation Committee,

John F. Kennedy Middle School has partnered with E-RoadMap Corporation and their proposal for management of the City of Riviera Beach Urban Agricultural Farm Project. We confirm our commitment to the organization to expand their initiative "Operation No Food Gap" to underserved communities throughout Palm Beach County.

We understand the importance of providing nutrient dense foods to the community and especially the youth. This project is located directly beside our school and our students are in high anticipation of partnering to plant, harvest and enjoy nature.

Our future goals are to expand Operation No Food Gap to the land on John F. Kennedy Middle school and expand the Culinary Arts department in a way that it serves the entire community. Seeing what E-RoadMap Corporation has been able to produce so far, we are confident that they will continue as a resource in our community to help eradicate food shortage.

Currently, many of our teachers and students have visited the space to brainstorm about ideas to make it a welcoming and beautiful space for all to enjoy. John F. Kennedy Middle School is looking forward to a healthy relationship with E-RoadMap Corporation and the fruit it will bear.

Please feel free to reach out to Mr. Emery Moore, Behavioral Health Professional (561) 308-5158

Sincerely,

Ricky Clark, Principal



2300 High Ridge Road Boynton Beach, FL 33426

Tel: 561.740.7000 Fax: 561.835.1956

November 10, 2021

City of Riviera Beach

Dear Evaluation Committee,

On behalf of the Children's Services Council of Palm Beach County (CSC), I want to express our support for E-RoadMap Corporation and their proposal for management of the City of Riviera Beach Urban Agricultural Farm Project. We have provided funding for this grassroots organization through our Great Ideas Initiative and for three years have watched their ongoing growth and development.

CSC is a countywide taxing district that plans and funds prevention programs and services and collaborates with communities so that ALL children grow up healthy, safe and strong.

Our program officer responsible for the oversight of E-RoadMap Corporation's funded program has attended events hosted by E-RoadMap Corporation and found them to be both informative and transformative for the youth and those who support them. Community participation in events such as yoga, fitness, meditation, and organic gardening help to address anger, anxiety, low self-esteem, depression and health issues. If prior successes are an indication of the future, we should expect the same results will be achieved with this initiative in Riviera Beach. Active nonprofit organizations such as E-RoadMap Corporation are a compliment to the positive agenda we have in place throughout Palm Beach County.

Thank you,

Lisa Williams-Taylor, Ph.D. Chief Executive Officer



November 10 2021

Dear City of Riviera Beach,

The American Heart Association supports E-RoadMap Corporation and their proposal for management of the City of Riviera Beach Urban Agricultural Farm Project. We confirm our commitment to partner with the organization to expand their initiative Operation No Food Gap to under-served communities throughout Palm Beach County. As previously presented, the initiative will result in meaningful, lasting change through a focus on organic urban farming, education, leveraging SNAP and fresh access bucks(FAB) funding while providing equitable access to feeding by addressing gaps in current safety net infrastructure through mobile food distribution.

As an organization that is focused on improving health outcomes, building community, and finding equitable, science-based approaches to population health strategy, we believe it is paramount that all neighborhoods and their residents have an opportunity to access fresh, heart healthy foods. We are excited to partner with E-Roadmap and believe our participation in their initiative will benefit not only our organization, but our broader community as well.

I appreciate your favorable consideration of the granting request.

Sincerely,

Sheree Wolliston
Sheree Wolliston
Vice President of Health Strategies

# CITY OF RIVIERA BEACH

# NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

E-Roadmap Corporation

Firm Name

O E-Voulnap

Signature

Volcke Brown, CEO

teez/1000d

DACC: AUG 0 5 2014

E-ROADNAP INC C/O VELEKE C BROWN 4020 ROTHREHAM CIR PRINCE GEORGS, VA 23875

Employer Identification pumber: -5-82 GS/13038 46-492387 DIAN 1795330530004 CONTROL PRIORITY TO STANDARD SUBBER 17953305300004 CONTROL PRIORITY TO STANDARD SUBBER 1707 329-3500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(11(A)(v1) Prom 318 Required: 1748 STECTIVE Date of Pumber 1748 STECTIVE Date of Pumber 1750 STECTIVE DATE OF PUMBER 175 Yes Sffective Date of Exemption: June 5, 2014 Contribution Deductibility: Yes Addendum Applies: No

We are pleased to inform you that upon review of your application for tax except status we have determined their you are except from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributiums to you are deductible under section 170 of the Code. You are also qualified to receive deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible boquests, devises, transfers or gitts under section 3055, 2106 tax deductible 3055, 2106 tax deductible 3055, 2106 tax devises, devises

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-except organization, go to www.irs.gov/charities. Enter "4231-PC" in the search bar to view Publication 4211-PC. Compliance Guide for \$01(c)(3) Public Charities. which describes your recordsceping, reporting, and disclosure requirements.

Letter 947

E-Roadmap Corporation Letter of Determination

501c3



Bepartment of State

I certify the attached is a true and correct copy of the application by E-ROADMAP CORPORATION, a Virginia corporation, authorized to transact business within the State of Florida on July 5, 2017 as shown by the records of this office.

The document number of this corporation is F17000003062.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of July, 2017

OF THE STATE OF TH

CR2EO22 (1-11)

Ken Detzner Ken Detzner Secretary of State



Department of State | I Division of Corporations | I Search Records | I Search by Entity Name | I

# **Detail by Entity Name**

Foreign Not For Profit Corporation E-ROADMAP CORPORATION

#### Filing Information

**Document Number** 

F17000003062

**FEI/EIN Number** 

46-4925867

**Date Filed** 

07/05/2017

State

VA

Status

**ACTIVE** 

#### Principal Address

723 39TH ST

WEST PALM BEACH, FL 33401

#### **Mailing Address**

723 39TH ST

WEST PALM BEACH, FL 33401

Registered Agent Name & Address

GOLDWIRE, LEEMIRE

723 39TH ST

WEST PALM BEACH, FL 33401

Name Changed: 04/29/2021

Officer/Director Detail

Name & Address

Title C

Sanders, Katrina 1831 Augustine Rd Bldg 3-207 West Palm Beach, FL 33411

Title D

GRAVES, DANA G 3800 COUNTY DR N. DINWIDDIE, VA 23803

#### Title D

SMITH, SEABRON 401 W ATLANTIC AVE STE 9 DELRAY BEACH, FL 33444

Title T

BROWN, VIVAN 4028 ROTHERHAM CIR PRINCE GEORGE, VA 23875

Title PCEO

Brown, Veleke 723 39th Street West Palm beach, FL 33407

## **Annual Reports**

Report Year	Filed Date				
2019	06/18/2019				
2020	06/30/2020				
2021	04/29/2021				

#### **Document Images**

04/29/2021 ANNUAL REPORT	View image in PDF format				
06/30/2020 ANNUAL REPORT	View image in PDF format				
06/18/2019 ANNUAL REPORT	View image in PDF format				
11/20/2018 AMENDED ANNUAL REPORT	View image in PDF format				
04/30/2018 ANNUAL REPORT	View image in PDF format				
07/05/2017 Foreign Non-Profit	View image in PDF format				

Florida Department of State, Division of Corporations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights:							require an endorsemen	it. As	tatement on
this certificate does not confer rights to the certificate holder in lieu of suc				CONTACT Stacey Daly						
Route 1 Insurance Group				NAME: States States Park PHONE [AIC, No, Ext): (561) 575-5588  [AIC, No]: (561) 743-7739						
	U.S. Highway One Suite 6				E-MAIL					
~~~	O.O. Fightay One Odice O				ADDRESS: Statesy@routerinsurance.com				NAIC#	
Torresto El 22460				INSURER(S) AFFORDING COVERAGE (INSURER A : Burlington Insurance Co.				NAIC #		
Tequesta FL 33469 INSURED										
					INSURER B:				<u> </u>	
	E-RoadMap Corp 723 39th St	-			INSURER C:					
	723 39til St					INSURER D:				
	West Palm Beach			FL 33407	URER E : URER F :					
CO		TIFIC	CATE	NUMBER:				REVISION NUMBER:		
COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						WHICH THIS I				
INSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	CLAIMS-MADE X OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 100	00,000
								MED EXP (Any one person)	\$ 5,0	00
Α				3113954b		11/10/2021	11/10/2022	PERSONAL & ADV INJURY	\$ 1,0	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,0	00,000
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG		in general age
	OTHER:	<del> </del>						COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY	1						(Ea accident)  BODILY INJURY (Per person)	\$	
	ANY AUTO OWNED SCHEDULED	1						BODILY INJURY (Per accident)	s	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUB	┼─	-					EACH OCCURRENCE	s	
	- CCCOR	_	1						\$	
		1	1		į			AGGREGATE	s	
	DED RETENTION S WORKERS COMPENSATION	+	┼					PER OTH-	*	
	AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	s	<del></del>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	1					E.L. DISEASE - EA EMPLOYEE		
	(Mandatory in NH) If yes, describe under		1					E.L. DISEASE - POLICY LIMIT		
	DÉSCRIPTION OF OPERATIONS below	+						E.L. DISEASE - POLICY LIMIT	3	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (	ACORE	) 101, Additional Remarks Schedu	de, may b	e attached if mo	re space is requi	red)	<u></u>	
CE	CERTIFICATE HOLDER CANCELLATION									
					THE	EXPIRATION	N DATE TH	DESCRIBED POLICIES BE ( EREOF, NOTICE WILL CY PROVISIONS.		
					AUTHORIZED REPRESENTATIVE					
						0	wy			



#### CITY OF RIVIERA BEACH - MEMORANDUM

TO: RICHARD BLANKENSHIP, PARKS & RECREATION DIRECTOR

THROUGH: ELIZABETH MCBRIDE, DEPUTY CITY MANAGER

**FROM:** DESAI SAWYERS **DS** 

**DATE:** NOVEMBER 12, 2021

SUBJECT: RECOMMENDATION: BID #1055-22-1 URBAN FARM MANAGEMENT

**PROJECT** 

Background:

Solicitation Requested By: Parks & Recreation Department

Drafted By: Parks & Recreation Department and Procurement

Consistent with the City of Riviera Beach Code of Ordinance (MUNICODE Section 16.5), an Invitation to Bid was advertised on the City's website/DemandStar on October 22, 2021, to solicit companies for the Urban Farm Management Project for the City of Riviera Beach.

Responses including completed project cost were received on **November 10, 2021** from one (1) firm.

#### **BIDDERS**:

NAME OF COMPANY	BID COST
E-ROAD MAP CORPORATION	
723 39 <sup>TH</sup> STREET	\$36,000.00
WEST PALM BEACH FL. 33407	

The Parks & Recreation Director will be, provided with a copy of the proposal, which is included as an attachment to this recommendation letter.

Accordingly, the Procurement Department recommends that **E-Road Map Corporation** be awarded the contract for the Riviera Beach Urban Farm Management Project.