



**REGULAR CITY COUNCIL MEETING
AGENDA**

**RIVIERA BEACH, FL 33404
March 1, 2017
6:00 PM**

NOTICE

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

MAYOR

THOMAS A. MASTERS

CHAIRPERSON

TERENCE "TD" DAVIS - DISTRICT 5

CHAIR PRO-TEM

KASHAMBA L. MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

LYNNE L. HUBBARD - DISTRICT 1

TONYA DAVIS JOHNSON - DISTRICT 3

DAWN S. PARDO - DISTRICT 4

ADMINISTRATION

DANNY D. JONES, CITY MANAGER

CLAUDENE L. ANTHONY, CMC, CITY CLERK

ANDREW DeGRAFFENREIDT, III, CITY ATTORNEY

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

LOBBYING - ORDINANCE 4001 - ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk & in the Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

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

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval:

Additions, Deletions, Substitutions

Disclosures by Council

Adoption of Agenda

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

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

1. MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD FEBRUARY 1, 2017.

RESOLUTIONS

2. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND RATIFYING A BARGAINING AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION FOR POLICE OFFICERS AND SERGEANTS AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2016, TO SEPTEMBER 30, 2019, BETWEEN THE CITY OF RIVIERA BEACH AND THE POLICE BENEVOLENT ASSOCIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

COMMUNITY BENEFITS REQUESTS ON CONSENT

3. RIVIERA BEACH YOUTH EMPOWERMENT - \$1,878 - COUNCILWOMAN TONYA DAVIS JOHNSON - TO SPONSOR THREE (3) HIGH SCHOOL STUDENTS FOR THE 2017 HBCU COLLEGE TOUR.

END OF CONSENT AGENDA

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

4. UPDATE ON CODE ENFORCEMENT ISSUES WITHIN THE CITY OF RIVIERA BEACH.

PUBLIC HEARINGS

5. RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING, CO. FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS AND A FUTURE MATERIAL STORAGE AREA, ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-

42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING) ; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCES ON FIRST READING

6. **ORDINANCE NO. _____ AN ORDINANCE OF THE CITY OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PROHIBITING THE PRACTICE OF CONVERSION THERAPY ON PATIENTS WHO ARE MINORS; PROVIDING FOR CODIFICATION PURSUANT TO §1-8 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR OTHER PURPOSES; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

REGULAR - OLD BUSINESS

REGULAR

7. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; COMMEMORATING THE FLORIDA ASSOCIATION OF CITY CLERKS (FACC) 45TH ANNIVERSARY; AND PROVIDING AN EFFECTIVE DATE.**
8. **RESOLUTION NO. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING GSF, FLORIDA RETAIL, LLC (GSF), THE CURRENT LESSEE OF THE OCEAN MALL, T O TRANSFER GSF'S LEASEHOLD INTEREST IN THE**

OCEAN MALL TO RH 2401 OCEAN, LLC. AND
AUTHORIZING THE EXECUTION OF THE AMENDMENT OF
MEMORANDUM OF LEASE TO REFLECT THE PROPERTY
DESCRIPTION; AND PROVIDING AN EFFECTIVE DATE.

ITEMS TABLED

DISCUSSION AND DELIBERATION

9. DISCUSSION FOR THE CITY OF RIVIERA BEACH TO
IMPLEMENT A SUMMER YOUTH EMPLOYMENT (SYEP)
AND JOB TRAINING PROGRAM FOR QUALIFYING RIVIERA
BEACH YOUTH.
10. DISCUSSION TO REACTIVATE DORMANT CITY ADVISORY
BOARDS.

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: 3/1/2017

Agenda Category: CONSENT

Subject: MINUTES OF THE CITY COUNCIL MEETING HELD FEBRUARY 1, 2017

**Recommendation/Motion: APPROVE THE MINUTES OF THE CITY COUNCIL MEETING
HELD FEBRUARY 1, 2017**

Originating Dept	OFFICE OF THE CITY CLERK	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

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
01FEB17.docx	MINUTES OF THE CITY COUNCIL MEETING HELD FEBRUARY 1, 2017	2/22/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	2/22/2017 - 10:24 AM

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
CITY COUNCIL MEETING MINUTES
MUNICIPAL COMPLEX COUNCIL CHAMBERS
WEDNESDAY, FEBRUARY 1, 2017 AT 6:00 P.M.**

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

[Before meeting chatter]

[Gavel]

CALL TO ORDER

CHAIRPERSON DAVIS: Good evening, everyone. We wanna welcome you all to the wonderful City of Riviera Beach Regular City Council meeting, the first meeting in February. We're gonna call this meeting to order.

ROLL CALL

INVOCATION

CHAIRPERSON DAVIS: Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Mayor Thomas Masters? [Pause]. Chairperson Terence Davis?

CHAIRPERSON DAVIS: Here.

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

CHAIR PRO TEM MILLER-ANDERSON: Present.

CITY CLERK ANTHONY: Councilperson Lynne Hubbard?

COUNCILPERSON HUBBARD: Present.

CITY CLERK ANTHONY: Councilperson Tonya Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Here.

CITY CLERK ANTHONY: Councilperson Dawn Pardo?

COUNCILPERSON PARDO: Present.

CITY CLERK ANTHONY: CITY MANAGER Danny Jones?

CITY MANAGER JONES: Here.

CITY CLERK ANTHONY: City Clerk Claudene Anthony is present. City Attorney Andrew Degraffenreidt, III?

UNK: He's not interim.

CITY ATTORNEY DEGRAFFENREIDT: I am here after all the gyrations we've been through...

[Chuckle]

CITY ATTORNEY DEGRAFFENREIDT: ...[inaudible] that he's not the interim [inaudible]. [Chuckle].

CITY CLERK ANTHONY: And thank you, Mr. Degraffenreidt for correcting that. We'll make sure that's corrected on the Agenda for the...

CITY ATTORNEY DEGRAFFENREIDT: [Inaudible].

CITY CLERK ANTHONY: ...next Agenda.

CHAIRPERSON DAVIS: Thank you.

ADDITIONS, DELETIONS OR SUBSTITUTIONS

CHAIRPERSON DAVIS: Are there any additions, deletions or substitutions?

CHAIR PRO TEM MILLER-ANDERSON: Yes. [Pause]. Oh, go ahead.

CITY MANAGER JONES: No. There was gonna be an addition but we decided to table it until to the next mi'..., the next meeting.

CHAIRPERSON DAVIS: Okay.

CITY MANAGER JONES: Alright?

CHAIRPERSON DAVIS: Alright. No additions?

CHAIR PRO TEM MILLER-ANDERSON: I do have one.

CHAIRPERSON DAVIS: You do?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: I wanna do..., see if we could add a discussion and deliberation because of we're in the, in limbo between..., with the contract status for the new City Manager to see if we could have a discussion and

deliberation regarding putting a freeze on hiring and procurement until the new City Manager comes in.

And then, another Item I wanted to add was a discussion and deliberation.., not necessarily a deliberation but a discussion or status of the contract and to establish a special meeting for that, whenever it is that we decide to, um, approve the contract.

CHAIRPERSON DAVIS: Alright. So, the first one was...

CHAIR PRO TEM MILLER-ANDERSON: A discussion and deliberation on...

COUNCILPERSON PARDO: Hiring.

CHAIR PRO TEM MILLER-ANDERSON: ...putting a freeze on hiring and..., hiring of department heads or major positons and procurement.

CHAIRPERSON DAVIS: Okay. That's, that's under discussions so that will be Item 4A?

CITY MANAGER JONES: Yes.

CHAIRPERSON DAVIS: And 4B which is...

CHAIR PRO TEM MILLER-ANDERSON: For discussion and deliberation for the...

CHAIRPERSON DAVIS: Or 5A. I guess it'll be 5A.

CHAIR PRO TEM MILLER-ANDERSON: ...regarding the status of the new City Manager contract.

CITY MANAGER JONES: That'll be 4A and 4B.

CHAIRPERSON DAVIS: 4B. Okay.

CHAIR PRO TEM MILLER-ANDERSON: And...

CHAIRPERSON DAVIS: Update, update on the City Manager contract?

CHAIR PRO TEM MILLER-ANDERSON: The stat'.., yeah. The status of the new City Manager contract, um, and establish a special meeting date for the approval of it.

CHAIRPERSON DAVIS: You wanna add that on or just you wanna discuss that amongst.., at that time?

CHAIR PRO TEM MILLER-ANDERSON: Hmm?

CHAIRPERSON DAVIS: You wanna discuss that in the same Item?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CHAIRPERSON DAVIS: Status of...

CHAIR PRO TEM MILLER-ANDERSON: The incoming City Manager's contract.

CHAIRPERSON DAVIS: City Manager contract.

CITY CLERK ANTHONY: And setting the special meeting day.

CHAIRPERSON DAVIS: So let's go 5..., set a special... Well...

CHAIR PRO TEM MILLER-ANDERSON: No. He said 4A and 4B, right?

CHAIRPERSON DAVIS: Yeah.

CITY MANAGER JONES: Mhmm.

CHAIRPERSON DAVIS: 4A, 4B.

CITY MANAGER JONES: Under discussion.

CHAIR PRO TEM MILLER-ANDERSON: 4A and 4B.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: It's just two items. Well, they're together.

COUNCILPERSON DAVIS JOHNSON: Yeah.

CHAIRPERSON DAVIS: I guess we can discuss the special meeting in there somewhere.

CHAIR PRO TEM MILLER-ANDERSON: Hmm?

UNK: [Inaudible].

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Do what now?

CHAIRPERSON DAVIS: No. I was saying we can discuss..., we'll be discussing the special meeting in the 4B item.

CHAIR PRO TEM MILLER-ANDERSON: What, you wanna separate it?

UNK: Uh-uh.

CHAIRPERSON DAVIS: I guess we can just discuss [inaudible]. It won't matter.

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CHAIRPERSON DAVIS: Alright.

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

CHAIRPERSON DAVIS: Okay. Any other additions? [Pause]. Alright. Madam Clerk...

[Inaudible dais comment]

CHAIRPERSON DAVIS: ...motion to approve... No, no, no.

CITY CLERK ANTHONY: Motion to adopt the Agenda?

ADOPTION OF AGENDA

CHAIRPERSON DAVIS: Motion to adopt the Agenda...

COUNCILPERSON DAVIS JOHNSON: So moved.

CHAIRPERSON DAVIS: ...with Items 4A and 4B.

COUNCILPERSON HUBBARD: Second.

CHAIRPERSON DAVIS: Properly moved and second. Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

DISCLOSURES BY COUNCIL

CHAIRPERSON DAVIS: Alright. Do we have any disclosures by the Council? [Pause]. Here, none. Now we can go down to, we got adoption of the Agenda.

COUNCILPERSON DAVIS JOHNSON: Oh, I'm sorry. I think that we probably should all disclose that we received emails from Mr....

UNK: Yeah.

COUNCILPERSON DAVIS JOHNSON: ...Evans with regards to contract.

CHAIR PRO TEM MILLER-ANDERSON: Yes.

COUNCILPERSON PARDO: Yes.

CHAIRPERSON DAVIS: Yes.

COUNCILPERSON HUBBARD: Yes.

CHAIRPERSON DAVIS: Definitely.

COUNCILPERSON HUBBARD: Mhmm.

CHAIRPERSON DAVIS: Alright. Okay. I agree. [Inaudible]. Alright. So now we're gonna go down to the comments. Public., is it public comments or we're doing Consent?

CITY CLERK ANTHONY: On, on the Consent.

CHAIRPERSON DAVIS: On the Consent Agenda.

CHAIRPERSON DAVIS: ANY PERSON THAT WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE FILL OUT THE BLANK PINK., FILL OUT THE PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE CITY COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP IN THE CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE MINUTES TO SPEAK ON ALL ITEMS LISTED ON A CONSENT AGENDA. MEMBERS OF THE PUBLIC SHALL BE GIVEN THREE ITEMS., NO, T THREE MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM AND IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A PUBLIC COMMENT CARD AND SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ TO BE CONSIDERED.

CHAIRPERSON DAVIS: So, the first person [pause], we wanna go, Consent. Mr. Dan Taylor.

MR. F. LOZMAN: He's right here. Dan.

[Inaudible dais comment]

CHAIRPERSON DAVIS: Okay. I got it. Thank you. [Pause]. What's all this? [Inaudible].

MR. D. TAYLOR: Good. How ya doing? Everybody good?

CHAIRPERSON DAVIS: Happy New Year.

MR. D. TAYLOR: Good, good. The light pole issue is an issue I raised almost three, three and a half years ago and I think at the time, I told the City Council there were probably 25 to 30 light poles on private property and the City told me to pound salt and go away. So, we initiate the lawsuit regarding my light pole that's on my property and it's been ongoing for almost two and a half years. Did take everybody's deposition from the City that had something to do with the placement of the light poles, had several meetings with FDOT. Your light poles that are west of the sidewalk on Ocean Drive are on private property and based on the plans, the City deviated from where the plans had called for the light poles to go. So, from No. 1 to No. 40, they're all on the west side of the sidewalk and from 41 to 80 something, they're all on the eastside of the sidewalk. So, I was correct three and a half years ago when I said the light poles were on private property and you deviated, the City did, from the plan. Well, now you're gonna ask the taxpayers to burden \$150,000 because the City willy nilly put the light poles wherever they thought they could put 'em. And they put 'em on private property.

So, I've got a way for it all to go away and save you half the money. You pay the current property owners on a pro-rated basis, on how many light poles are on their property and you pay the.., pay [stammer], we'll cut it in half to \$75,000 and you can leave the light poles where they are. 'Cause you've got nowhere to move 'em. You can't move in the middle of the sidewalk because then you're gonna interfere with the handicap people and the people in the whe'.., wheelchairs and the walkers and there's no room, and FDOT will tell you the same, and you need a permit to move those poles from FDOT and they will tell you cannot move them east of the sidewalk 'cause there's not enough landscape, there's not enough real estate in between the bike lane and the car lane to put the poles there. So, either you eliminate 'em at all cost at \$150,000 grand or possibly you leave 'em where they are and you pay the property owners \$75,000. And that only comes out to \$3,700 a pole versus paying almost \$7,500 a pole. So, you do what you want but they are, they all are on private property and you know that now.

So, I was correct three years ago when I brought up the litigation which is still ongoing. Okay? So, thank you. All the best.

CHAIRPERSON DAVIS: Thank you, sir. Before we move on, I wanted the public to know, we had two items being added under 4A and 4B. 4A is a freeze on hiring and 4B is the status of the new City Manager contract and a special meeting. So, if you wanna take this time to get a card and fill it out before items 4A and 4B.

Next, will be Ms. Bonnie Larson.

M. B. LARSON: Bonnie Larson. I always thought it would be nice...

CHAIR PRO TEM MILLER-ANDERSON: [Inaudible].

M. B. LARSON: ...when we come here and make comments and my comments are always constructive.

CHAIR PRO TEM MILLER-ANDERSON: [Inaudible].

M. B. LARSON: It may not sound like it but I only got three minutes so I can't give too much of a raw to anybody.

CHAIRPERSON DAVIS: [Inaudible].

M. B. LARSON: But, when we make comments on what's wrong or what could be corrected in the City, somebody needs...

CHAIRPERSON DAVIS: [Inaudible background comment].

M. B. LARSON: ...to take notes. We have a lot of Staff here, we have a lot of department heads here and it's like no one listens. Now, this gentleman just said he brought it up three and a half years ago that those light poles were in the wrong area. The situation is, you now have to relocate the light poles. So I'm wondering which..., we took this pro'..., project away from DOT. I don't know why but I would like to know why we did that in the first place. Then, the question becomes, which department and which employees in that department okayed them putting the light poles where they are now, which is out of the easement? Which department and which employee signed off on that? That's very important, you know that. Um, because now..., alright. So, it says here that the project is not to exceed \$136,877 but \$150,565 is being put into the budget. What is..., there's another figure there, \$13,687, which is not explained. We have 21 light poles outside the easement, we have multiple junction boxes, hundreds of feet of conduit and the sidewalks need to be ch'..., need to be fixed now.

It says also here that the City Manager can okay change orders up to 10%. Uh, this is probably the second or third time I've said this, I'd like that reworded. I think it'd be to..., it would remove confusion if it were to say something like [pause], that the change orders would be for a total amount of \$13,000 or something because the way I read it was that you could have change orders up to 10%. To me, that says each change order can be up to 10%. The City, the last time I brought it up, said, 'No, no, no, no. That means the total.' But it doesn't say that. So, let's remove the confusion and word it properly so that the total of the change orders cannot total more than 10%.

And that's about it. Like I said, it'd be nice if people paid attention or took notes, the department heads, when we're up here saying things and we can avoid things like this. This gentleman just suggested paying each property owner but then you'd have to buy their little portion of that property so I don't know if that's gonna work or not. But, this is as huge mistake and this takes away minimum of \$356,000 from the sidewalk, um, [pause], I don't know what you call it, the sidewalk fund. So now, we could'..., we coulda had \$365,000 worth of more sidewalks and more things done had this mistake not been made and I think people who made the mistake need to be held accountable.

Thank you.

CHAIRPERSON DAVIS: Thank you for the comment.

COUNCILPERSON HUBBARD: Mr. Chair?

CHAIRPERSON DAVIS: Mr. Fane Lozman. We'll address it at the end.

COUNCILPERSON HUBBARD: Okay. [Whisper: I didn't know he has [inaudible] card. I should've known.]

MR. F. LOZMAN: Fane Lozman. 5101 North Ocean Drive and I have four lots. I talked to the Public Works Director a year ago, this month, and I showed him surveys that were done by Dailey, Inc. and Dailey showed there's six light poles, two electrical vaults so there're little concrete holes in the ground with a cover and part of the sidewalk is on my property. And the Public Works Director said he'd get back to me. And over the course of the last year, he said 'I'll get back to you, get back to you.' Well finally, he went and sent a survey out there and he realized, whoa, it's not only the six poles, 2 electrical vaults and sidewalk on my property but there's another 15 light poles. That's 21 light poles. So the question is, when you have that big a deal, number one, why is that on the Consent Agenda? That's a lot of money, it's a big story. Who put this on the Consent Agenda? This is not a Consent Agenda Item, to start with.

Number two, when you're gonna have to rip out part of the sidewalk on my property, there's really no room to move the sidewalk. If you move it right up to the street and a car could come over and hit the person on the sidewalk. You know what I'm sayin'? There's no buffer at all. So, [sigh], you have a real mess. One of the things you may wanna consider doing is putting the sidewalk on the other side of the street and put all the light poles over there 'cause that is a real easement. That's like a 20' easement on the eastside of the street. And how do I know that? Because my guy..., all our guys on our side, before they split the properties, the A1A, they put a 20' utility easement on the eastside of the street. So, instead of having the light poles and sidewalk on the west side of the street where they are now, you may wanna move that over to the eastside into the utility easement. Short of that, unless the property owners agree to be paid for their property where the poles and electrical vaults and sidewalk are now, you're gonna have to get rid of 21 light poles. You cannot put a light pole in the middle of the sidewalk 'cause you can't get a wheelchair down there which basically means that that would just be a day hour sidewalk. You walk there in day hours. A lot of people like to walk at night and that's why there's the lights on the sidewalk.

But yeah, it, it's a real mess and, you know, how does this happen? Where di'..., where, where did this incompetence happen? Who..., somebody should be fired for doing this. [Inaudible]. Where, where is the oversight and attention to detail? I mean, this is a lot of money, \$150,000. And you know it'll probably be more with a change order. What about the inconvenience to us? You're gonna have to deal with this mess. You know, so I mean, [stammer], somebody should really, you know, you should tell the City Manager, 'We wanna investigate how did this happen?' And not only that, when they

put the new sidewalk in.., the old sidewalk, they dumped chunks of that on my property and they need to be hauled away too, the old sidewalks. So, it's a real mess that somebody should look into and get to the bottom of it.

CHAIRPERSON DAVIS: Thank you, Mr. Lozman. That's the end of Consent.

COUNCILPERSON PARDO: Right.

CHAIRPERSON DAVIS: At this time... Oh, Commissioner Hubbard, did you wanna say...

UNK: Yeah.

CHAIRPERSON DAVIS: ...something?

COUNCILPERSON HUBBARD: Yeah. This, this Item I wanted to.., I had a comment about it.

CHAIRPERSON DAVIS: So you wanna pull it?

COUNCILPERSON HUBBARD: Yes please, sir.

COUNCILPERSON PARDO: Yeah. The same thing.

CHAIRPERSON DAVIS: Okay. So, I have a motion.

COUNCILPERSON HUBBARD: To, to pull the...

COUNCILPERSON PARDO: Or...

COUNCILPERSON HUBBARD: To pull the only Item, No. 2, from the...

CHAIR PRO TEM MILLER-ANDERSON: We got minutes.

COUNCILPERSON HUBBARD: ...Agenda, the...

CHAIR PRO TEM MILLER-ANDERSON: We got minutes too.

COUNCILPERSON HUBBARD: ...Consent Agenda.

CHAIRPERSON DAVIS: There's 1.., 1 or 2, which one do you want?

CHAIR PRO TEM MILLER-ANDERSON: No. 2.

COUNCILPERSON HUBBARD: No. 2.

CHAIRPERSON DAVIS: Okay. Do we have a second?

COUNCILPERSON PARDO: Second.

CHAIRPERSON DAVIS: Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you. Commissioner Hubbard.

COUNCILPERSON HUBBARD: What I want., what I wanted to find out about is the alternative solution that was suggested as opposed to spending this kind of money and going into this level of construction on the Avenue. I, I wanna find out from, um, have Staff to look into it to determine the feasibility of doing just that, pay., paying the cost to the owners if they are, you know, if they're willing, find out how much it costs and come, and come back and compare that to the amount of cash that we would have to pay if we start a big construction project to move all of these light poles because, if it's, um, if it costs us less to leave them where they are and pay a minimum cost of \$3,700, \$3,800 to each property owner, it seems like we would have a great savings and a, you know, I, I think it was a, a worthwhile suggestion that's worth being investigated.

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON PARDO: Okay. So, I agree with Ms. Hubbard and I would just have the City Attorney reach out to all of those property owners, every property owner that has a light post and then come up with some agreement just so we know, if we're going to pay out these funds and keep the light posts on their property, that we have a binding agreement so if the properties are sold down the road, we need to make sure that we're covered. So, I have no problem with that.

So, with that, I'd like to make a motion to table this Item until Staff is able to meet with the ho'.., with the residents and.., or the landowners and come up with an agreement.

CHAIRPERSON DAVIS: Do we have a second?

COUNCILPERSON HUBBARD: Second.

CHAIRPERSON DAVIS: Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you.

END OF CONSENT AGENDA

CHAIRPERSON DAVIS: That's the end of Consent.

PETITION AND COMMUNICATIONS FOR FILING

CHAIRPERSON DAVIS: Petitions and communications for filing?

CITY CLERK ANTHONY: None.

AWARDS AND PRESENTATIONS

CHAIRPERSON DAVIS: Awards and presentations?

CITY CLERK ANTHONY: None.

CHAIRPERSON DAVIS: Public hearings.

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Yes.

COUNCILPERSON PARDO: Alright. At this time, we did not stand for a moment of silence or say the Pledge.

CHAIRPERSON DAVIS: You're right. Thank you. Yeah.

COUNCILPERSON PARDO: So, possibly, you know, this is a good time.

CHAIRPERSON DAVIS: You know, thank you for catching that. I appreciate it.

[Chuckles]

PLEDGE OF ALLEGIANCE

CHAIRPERSON DAVIS: Let's do that. [Pause]. I knew something wasn't right. You wanna lead, Pardo?

COUNCILPERSON PARDO: Sure. I pledge allegiance...

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

CHAIRPERSON DAVIS: Thank you.

3. ITEM NO. 3

CHAIRPERSON DAVIS: Now, we're gonna go to Item No. 3.

CITY CLERK ANTHONY: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING STAFF TO NEGOTIATE LEASE TERMS WITH GSH HOLLY, LLC FOR APPROXIMATELY 22,721 RENTABLE SQ. FT. OF OFFICE SPACE AT THE PORT CENTER FOR A THREE-YEAR TERM AND PROVIDE AN EFFECTIVE DATE.

COUNCILPERSON PARDO: So moved.

COUNCILPERSON HUBBARD: Second.

COUNCILPERSON DAVIS JOHNSON: Second.

CHAIRPERSON DAVIS: Properly moved and second. That motion is carried by Councilperson Pardo, seconded by Davis Johnson. Okay. Do we have a presentation or a discussion about what's going on?

CITY MANAGER JONES: We can have Staff talk specifically about the lease if you would like but this is to provide space for the Police Department, Code Enforcement, Civil Drug Court, Human Resources...

CHAIRPERSON DAVIS: Okay.

CITY MANAGER JONES: ...Justice Service Center and Purchasing, as well as the Human Resources Department working office space.

CHAIRPERSON DAVIS: Thank you. I'm gonna go to public comment 'fore I have any questions. Ms. Bonnie Larson.

MS. B. LARSON: Couple things I didn't see in the backup. It would be interesting to know, it didn't state there, how much.., how many square feet for each department. That would be interesting to know.

COUNCILPERSON HUBBARD: It's there.

MS. B. LARSON: It didn't say that for some reason. It just gave you a grand total. And I just heard you say it was for three years. This is a reason that we need to build on this property. We need to bring all of our offices onto this property. We spend so much money renting, renting, renting from everybody else. Let's invest in ourselves, put them back on this property. So, let's think about that but you need to know how many square feet 'cause the last time I was over there, which is a long time ago, that seemed like a pretty big space. Maybe you filled it in by now with employees, I don't know but, you need to know how many square feet per department it is and then think about, seriously, think about building on this property so we bring those offices back into the City.

Thank you.

CHAIRPERSON DAVIS: Thank you, Ms. Larson. Any questions, concerns by the Council?

COUNCILPERSON DAVIS JOHNSON: No. I'm.., I agree. You know? This, this should be the motivation for us to move forward with the relocation of our library and City Hall and building. You know, we need to take a priority for ourselves for once and, and make the decision to expend the dollars to erect a new City Hall. We cannot continue to patch up our buildings, we cannot continue to have our employees in sick buildings, we need to move forward with identifying dollars that will be necessary to help us construct new facilities. Period.

CHAIRPERSON DAVIS: Anyone else? [Pause]. Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Alright.

DISCUSSIONS AND DELIBERATIONS

CHAIRPERSON DAVIS: So, now we're gonna go to Item No. 4. Discussions and deliberations.

CITY MANAGER JONES: Mr. Chair...

[Inaudible dais background comments]

CITY MANAGER JONES: ...as discussed earlier in Council meetings, it's the desire of Council to have Staff prepare a process by which a review of the City's Charter can be conducted and the City Clerk would like to provide you with some information as to the previous Charter review, how that process took place and get direction on moving forward with creating a committee.

CHAIRPERSON DAVIS: Okay.

CITY CLERK ANTHONY: Mr. Chair, as you all are aware, as well as the public, the City's Charter was put before the voters back in 2008. It was on the March 11, 2008 municipal election ballot and the process actually started in 2005. I believe no one that's currently sitting was on the Council at the time and so it's not like it was a six month, one year process. This is something that started back in 2005. Resolution No. 11507 was approved by the City Council August 15, 2007 which set out the perimeters for the Charter Review Advisory Committee. And at its September 19, 2007 City Council meeting, the City Council appointed the members to that committee. And how they get to those committee members, an advertisement was placed in the newspaper by the City Clerk advising our citizenry that the Council was desiring to do so. And from the applications that were received, the City Council Members chose whom they

wanted. I believe the only person that may have been present at that particular time, in 2007, was Councilperson Hubbard. Don't know if you remember that.

COUNCILPERSON HUBBARD: I do.

CITY CLERK ANTHONY: So, at that time, Ms. Hubbard is the only one that was on the Council at the time when this was brought forth. Once the committee was formed, the committee then met as outlined in their bylaws and according to the Resolution and outside counsel was hired to assist them and they brought back a report to the City Council as to what questions should appear on the ballot. As you all are aware, 20 questions appeared on the ballot, only 16 of them were approved. And it was in 2010 when this, um, when these changes were incorporated in our Charter, as well as our Code of Ordinances.

That's the gist of what happened back in 2007, 2008. At this particular time, it's up to the City Council to decide as to how they want to proceed with going forward with this matter. As you all know, we do not have an election this year so there is money currently in the budget for the hiring of outside counsel. I will also suggest that if you want a facilitator, that Staff be directed to reach out to the FIOG from FAU. Maybe someone that's in the political science arena to facilitate, that way you will have no Staff involvement whatsoever. You know that transparency has been an issue and, you know, what we've gone through here recently, so that it.., Staff can't be, you know, accused of guiding the, um, the committee. You know, that's what I would suggest to you all. As far as the hiring of outside counsel, the person that was hired last time was.., his name was attorney David Wolpin. He does not have to be set aside this time. I will work in conjunction with Attorney Andrew Degraffenreidt regarding this. I'm quite sure he knows of some others that we can possibly look at.

So, if there are any.., any other questions that you have for me...

COUNCILPERSON PARDO: Alright. Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Pardo.

COUNCILPERSON PARDO: Okay. And, I'm sure we're all gonna have discussion on this. What I would like to see is either each Councilperson reaches out to someone in their District to try to find someone to represent this board that we're creating and I would also suggest that maybe the Clerk look at, or reach out to, the Florida League of Cities. The Florida League of Cities, through the Florida League of Cities University, they have people that will come down and meet with the Charter Review Committee and outline everything. As a matter of fact, Palm Beach Shores went through a Charter review last year and they used the Florida League of Cities, as has other municipalities, you know, locally and then throughout the state. And I don't believe they charge anything. You know? So, that's another recommendation.

So, again, I would say either have a.., every Councilperson find someone or we just do a, um, an application process and then, you know, and then we go through but I think every District should have at least one representative on the.., on this new committee.

Thank you.

CHAIRPERSON DAVIS: Alright. Anyone else?

COUNCILPERSON HUBBARD: I, I would like to say that, even if we have the, we have someone we wanna recommend in our minds and individually, there should be an application where someone in our District, whom we might not be aware of, in their particular area of expertise, might be able to submit that and say, 'Hey, Councilperson District 1, I would like to serve on the committee for reviewing, reviewing the Charter.' So, I think we should have that application process available, especially online so persons can download it or pick it up..., pick up a hard copy and let the District representative know that they're interested.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON PARDO: I agree.

CHAIRPERSON DAVIS: So that's...

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: Okay. So, I would..., I, I too support the idea of the application process and making it available both online and available in the Clerk's office for pickup. I would like for us to be able to establish a timeline as to how long this will go. We..., if we want to put out the applications for 30 days, 45 days maximum, so that anybody that may be interested can have an opportunity to do that but we need to go ahead and start establishing our, um, the manner in which we intend to have this Charter review happen, starting with the selection of the, of the individuals who will serve in addition to outside counsel and contacting the Florida League of Cities. So, the question that I would have for my colleagues is, are we interested in identifying a timeline now to say what we'd like to see happen in the next 30, 60, 90 days?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

COUNCILPERSON PARDO: Mr. Chair? I'm fine...

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

COUNCILPERSON PARDO: I'm fine with that.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON PARDO: So, perhaps we can ask the Clerk to put together the application, email it to every Councilperson to make sure that the Council is okay with it, in addition to the City Attorney and then go out for 45 days. And I think 45 days is an appropriate amount of time. It gives whoever is interested to, you know, have enough

time to do it. And then, the next step would be, um, the Council sorting through it. So, we're at the beginning of...

COUNCILPERSON HUBBARD: How about 30 days?

COUNCILPERSON PARDO: 30 da'... [Stammer].

UNK: No, 45.

COUNCILPERSON PARDO: I just don't want anyone to say...

COUNCILPERSON DAVIS JOHNSON: Yeah.

COUNCILPERSON PARDO: ...you know...

COUNCILPERSON DAVIS JOHNSON: ...45 days.

COUNCILPERSON PARDO: Right. 45 days is good. So...

[Inaudible dais background comment]

COUNCILPERSON DAVIS JOHNSON: 45 business days.

COUNCILPERSON PARDO: Right. So, 45 business days...

[Chuckle]

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

COUNCILPERSON PARDO: March.

COUNCILPERSON DAVIS JOHNSON: Yeah. [Inaudible].

COUNCILPERSON PARDO: So, perhaps then, by the first meeting in April, the Council then can decide who their choice is going to be and then after that we move forward.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: And while the application is being processed, we., I believe that we should identify the areas of the Charter that we would like to have revisited because I, I would imagine that trying to re'., review and revise the entire Charter would be, [pause], would be very time consuming so we need to identify those specific areas of interest in the Charter that we had concern with and start getting that together so that as they prepare to do the Charter review, they'll know exactly what they are reviewing.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Vice Chair Miller-Anderson.

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

CITY CLERK ANTHONY: Yes, ma'am. Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: Ms. Anthony.

CITY CLERK ANTHONY: That's it. [Chuckle].

CHAIR PRO TEM MILLER-ANDERSON: What would be the areas we advertise? We do it on Channel 18, the newspaper? Where all would we do the advertisement?

CITY CLERK ANTHONY: Advertisement will be done in the newspaper, it will be done on Channel 18, on the City's website, as well as the electronic message board that's out front of City Hall.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: And the voice recorder?

CITY CLERK ANTHONY: And we could put it on the voice recording as well.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: And the water bills, is that something we can get on the water bills or is that too much?

CITY CLERK ANTHONY: I can check. I'm not for sure how that process works nowadays.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON HUBBARD: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Hubbard.

COUNCILPERSON HUBBARD: We might not make a change in every area of the Charter itself but I would like to at least have them look at each section and go over it because the times that we review the Charter are so far and few in between and there are a lot of areas that they won't even have to touch but at least check it out to see. And also, I guess while we're going through this process, it gives Ms. Anthony and Mr. Degraffenreidt's office an opportunity to come up with some suggestions for legal counsel for the, for the Charter Review Committee.

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am.

CHAIRPERSON DAVIS: [Inaudible]. Okay. So, let's go to public comment. Ms. Mary Brabham.

[Inaudible dais background comment]

CHAIRPERSON DAVIS: 4A and 4B. She did [inaudible]. She did four [inaudible].

[Inaudible dais background comments]

MS. M. BRABHAM: Good evening. Ms. Mary Brabham.

COUNCILPERSON DAVIS JOHNSON: Good evening.

MS. M. BRABHAM: The Charter. [Pause]. We would like for this Board... First of all, let me state anything that walks crooked, anything that talks crooked we, as residents, we're target. Why I am saying this? Because...

[Inaudible comment]

MS. M. BRABHAM:...when the Charter review comes around, various projects that you, that you set your sights on and from what we know from experience, you get these peoples here to sit on these boards, [stammer], that does not have the vast interest of the City. That does not just go for the Charter, that goes for all of your boards in here. From the Planning & Zoning Board, CDC Board, every last one of these boards here and that is what not only Ms. Brabham say, Ms. Gordon and other.., and all the field officers I have all over this City, it's time for a change. It's time to stop doing like I have said, 'Business as usual.' Stop playing politics because everybody's on notice. This is what the residents say. And one way or the other, we want you to conduct business fairly. Start.., everybody that, that comes to you, you know who these peoples are, I'm not gonna call no names because before I came here they gave me a list, a list of people in this City. And it's up to you not to be divisive and not to be graft, G-R-A-F-T scrupulous. And that's what we are saying in this City. We are tired. We want the new Manager to come in here with a clear vision and know that we are a City that's not set up to do harm, not to no.., no entity.

And the Charter, you all, you all make sure that those regulations are addressed for your zoning because that site plan and everything that has been done in this City has only been done when you place these peoples on these various boards because they're working on, on your projects. They're not working on the City projects. And we are tired. So I say be mindful and do the right thing because we are tired. I do not mean to come like this...

UNK: Yes, she did.

MS. M. BRABHAM:...but what you have done to us, like I have said across the land, every sector of this community, Ms. Brabham have 'em. And I've heard it every day, last week, this week, week before that, everybody, we're tired. So, if you're...

[Beep]

MS. M. BRABHAM:...gonna represent us, we want you to represent us fairly. Stop putting all these same peoples on the board and stop putting these peoples [stammer] that have their scrupulous agendas on these boards.

Thank you.

CHAIRPERSON DAVIS: Alright. Next... That's the end of public comment for Item...

UNK. AUDIENCE: I have a card in.

CHAIRPERSON DAVIS: ...No. f'... Item No. 4.

CITY CLERK ANTHONY: Mr. Lozman has one.

CHAIRPERSON DAVIS: He has one?

MR. F. LOZMAN: I have card in.

CHAIRPERSON DAVIS: Just one minute, just one minute. Let me, let me verify.

[Inaudible background comment]

CITY CLERK ANTHONY: Well he had No. [inaudible].

CHAIRPERSON DAVIS: Oh no, that's two. William McCray. This one. [Pause]. And Fane Lozman, yes. Okay.

MR. W. MCCRAY: Is this Item 4?

CHAIRPERSON DAVIS: Yes, sir.

[Inaudible background comments]

CHAIRPERSON DAVIS: Charter review.

MR. W. MCCRAY: William McCray. I really like the previous speaker, what she was saying about public input. Far too often, we have constituents or we hire attorneys who charge a lot of money and don't do anything to help the people, they help you or they help big government. We need public input in this.

And another thing we need is, these cards, they say, you know, that... This is one of the things that need to be looked into on Item 4. If someone comes up here and says something that's erroneous or false and someone in the audience wants to speak that didn't wanna speak because somebody said something that was erroneous and false and wants to check that, as long as that Item has not been changed, they should be able to turn in a card. That's a ridiculous, childish rule that should be addressed.

This Council, from what I've seen, has failed the public on many levels and I think it may be time to look into, when you do this review, possibly go into a strong-mayor system. I don't wanna scare you, I don't want you to think you're giving up your power but if you're doing a good enough job, maybe you can persuade the voters of Riviera Beach to make you the mayor so you can be that strong mayor and the City may run more efficiently. But, public input must be addressed. Not handpicked cronies to push personal agendas forward by any Commissioner. Public..., the public must be respected and that's the problem with government is that quite frequently you don't respect the will of the public. Therefore, I don't know if you wanna set up a committee or how you wanna do it, but if you don't do it, I think there will be political consequences involved. But I, I definitely think that part of the Agenda review should be a possible strong-mayor sys'..., system because I, I think that, that we, we've done this for so many years and, uh, we... I think, I think there needs to be a major shift, a seismic shift, in the policies of Riviera Beach as to how this government is run because clearly we have some, some issues and some problems in, in my time watching this, this dais.

So, like the lady said, the public is tired of, of not being heard on issues and, and letting government decide everything that they feel should be a certain way. Well, the public wants input, the public wants to be heard, the public demands to be heard, they should be heard. This last election should've proven, to everyone, that the public is upset, on the local level all the way through the national level and if they are not heard and they are not addressed, there will be consequences, guaranteed.

CHAIRPERSON DAVIS: Um, that's... Fane Lozman. [Pause].

[Inaudible dais comment]

CHAIRPERSON DAVIS: He don't have a card. On the, on the same card. Okay.

MR. F. LOZMAN: Fane Lozman, 5101 North Ocean Drive. I have four other properties. I am the largest landowner on Singer Island and I'm gonna be larger in the near future.

Mary Brabham has [chuckle] a lotta good comments. I like her passion. She's a woman of passion and passion is good. And she's been here longer than I have but I came to know her, I don't know, maybe ten years ago and I really respect what she has to say. I think the..., you know, I look at what happened to the Planning & Zoning Board and my concern is, is that you're gonna have political appointees who, this lady behind me for example who goes around threatening me, yet she's still on the Planning & Zoning Board. Okay? So, she's a public figure who's threatening me and threatening my abil'..., ability to develop properties. I am concerned, is this woman gonna be on the Board? Meaning, that I think if you're on one board now, you should not be allowed to be on the Charter board. So, even if somebody wants to volunteer, if you're already on one board, that's it. You have to have somebody different on the Charter review board. Okay? We want a separate group of people on there because I know for ex'..., specifically, this one woman is being controlled, I'll talk about [inaudible], my regular public comment but I don't wanna have people who are on the Planning & Zoning Board

[clap hands] on the Charter review board. I wanna have.., the ground rules should be that if you got 35,000 people, we will find five people who aren't currently on any existing boards. I think that's ground rule number 1.

Ground rule number 2, is [pause], there should be, on the upcoming four Agendas, it would be nice if we could have... Say the Charter's 20 chapters, it would be nice if we could set aside on an Agenda Item Chapters 1 through 5 for one meeting, Chapter 6 through 10 for another one, 11 through 15, where people in the audience, who may not be able to actually go to the Charter review meeting, can come forward and say, 'Hey, you know, I just wanna give my input. I would like these items addressed,' and they could do it publicly. So, I'd like to make sure the input from the public in this audience can be made without them trying to come to a separate meeting. So, if there's a way to add, uh, split the Charter up into four or five pieces and put it on the next few meetings and then people can comment. I want term limits going forward, you know, in Chapter 7. You know, I want, uh, the City Manager to have a five-year contract. You know, whatever little things they want, they can be written down and then that can be given to the Charter Review Committee [inaudible] here's people's public comments but they, uh, they, they can't make it to your Charter meeting but these are the Items they wanna have addressed.

Thank you.

CHAIRPERSON DAVIS: Thank you. That's the end of public comment for Item No. 4. So everyone's been clear about what they would like to see in the process of giving those an opportunity from the public to participate and apply for a position. So, there's.., I don't think there's no action needed for this Item.

CITY CLERK ANTHONY: No, Mr. Chair, there's not but let me make sure that I have taken down notes correctly.

CHAIRPERSON DAVIS: Okay.

CITY CLERK ANTHONY: And that is to provide a copy of the application because I believe there's a consensus of the Board that they're.., we're gonna do the application process for the board members and I will provide a copy of the application that was utilized previously to you all to make sure that there are no changes that you all want to make to the application. And I also wanted to make you aware that I will also provide you all with a copy of Resolution No. 11507, if the public wants to view it, it is available online and in there it states that the terms and the membership and how many members are to be appointed to the board and that the meeting is a public meeting, that's open to the public. That does not deter you from holding workshops where your citizenry can put in their comments if you so desire. So, the City Clerk's office will provide that information to you all for your review and will commence with advertising once you all have approved the application.

CHAIRPERSON DAVIS: Thank you.

4A. ITEM NO. 4A

CHAIRPERSON DAVIS: So now, we're gonna go to Items 4A.

CHAIR PRO TEM MILLER-ANDERSON: Didn't you say remind him [inaudible] if they wanna put a card in?

CITY CLERK ANTHONY: Okay. Mr. Chair, if.., remind the public if they wanna put a card in for 4A and 4B...

CHAIRPERSON DAVIS: Mhmm.

CITY CLERK ANTHONY: ...4A is dealing with, uh, it's a discussion and deliberation Item put on by Pro Tem Miller-Anderson to discuss hiring freeze and procurement until the hiring of the City..., new City Manager.

CHAIRPERSON DAVIS: Okay.

CITY CLERK ANTHONY: And 4B is to discuss the status of the contract with Mr. Evans and the possibility of scheduling a special meeting.

CHAIRPERSON DAVIS: Okay. So please fill out a public comment card for 4A and 4B at this time. You have time so take your time 'cause we understand this was a late add-on.

Vice Chair, you wanna start off?

CHAIR PRO TEM MILLER-ANDERSON: Yes. [Stammer] the discussion is not long. I just.., I know that there's been going back and forth on trying to do the negotiating of the contract and discussing as to when we would have the next City Manager, or the permanent City Manager in. And I thought that with us being in a position where we may have.., and when I said hiring, or hiring freeze, I'm speaking more of, like, our, um, Utility District Manager, any upper level of that type and any major procurement contracts. So, I'm not saying don't go hire any police officers, don't hire any custodians, don't hire any secretaries, or, I mean, any of that type of positions. I'm speaking of any higher management positions because, you know, I think with us being so close, if we have positions that need to be filled and we're just weeks away possibly of finalizing the contract and, and possibly negotiating and finishing that up with a new person, I don't think that would be appropriate for us to go ahead and fill those. We should allow that person to have the opportunity to fill those higher-level management positions when they do come in.

So, I wanted to.., and, and as well as with the procurement, if we have any large contracts that may be coming across the table or any bids that we're looking to put out, um, any RFP's, RFQ's that are of a substantial amount of money. And, if we need.., I will need to put a figure on it, I can do that as well. But, um, I'm speaking of significant amounts. Yes.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

COUNCILPERSON HUBBARD: Mr. Chair?

CHAIRPERSON DAVIS: I heard Davis Johnson then we'll go to Hubbard.

COUNCILPERSON DAVIS JOHNSON: What I would like to know is, is..., I would like to know what your defined dollar value is. Because, you know, if there are things that are currently out there, then we need to move forward with them. I understand that we are in negotiations with a new City Manager, however, we cannot [stammer], I would not want to support stopping the flow of any procurements that are currently in the hopper. If there is something that is not ready to go, then certainly, I can support that.

CHAIR PRO TEM MILLER-ANDERSON: Alright. And that, and that..., I mean [pause], and when we say it's there, it's already been..., if it's been advertised... Is that, that where you are or if it's something they're drawing up and about to advertise? Which...

COUNCILPERSON DAVIS JOHNSON: Something that's already advertised would, would...

CHAIR PRO TEM MILLER-ANDERSON: I mean, we can't do anything...

COUNCILPERSON DAVIS JOHNSON: ...be out there, there's nothing...

CHAIR PRO TEM MILLER-ANDERSON: ...about that anyway.

COUNCILPERSON DAVIS JOHNSON: ...that you...

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON DAVIS JOHNSON: ...can do about that. But, but on, um, on routine projects, I don't think that we should hold those up. I..., that's why I asked you to define what you mean by major dollar value as it relates to putting a freeze on that.

CHAIR PRO TEM MILLER-ANDERSON: I would say anything over \$100,000.

[Pause]

COUNCILPERSON DAVIS JOHNSON: I think that's low. I think that..., because I believe that to be a part of standard and usual business...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...um, \$100,000. If you're talking about \$500,000 or \$350,000 and above...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...then, then yes but if it's something that is routine, then certainly we can take a look at those. I don't.., I wouldn't wanna freeze that.

CHAIR PRO TEM MILLER-ANDERSON: Well, I'm hoping we're not talking about a long-term in, in regards to finishing up the negotiations. I know we don't have.., and that.., I probably should've put the other one first but if we're talking about a matter of a couple weeks, you know, I mean, if, if it needs to come back to the Board to review, if it seems like it's gonna be much longer than that, then we can, we can discuss that.

COUNCILPERSON DAVIS JOHNSON: Mr. Jones? Mr....

CITY MANAGER JONES: Yes.

COUNCILPERSON DAVIS JOHNSON: ...Chair, first. Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: Mr. Jones, are there any, are there any large dollar contracts that are forthcoming or anticipated?

CITY MANAGER JONES: I think what we have out now, or we plan to be released really soon would be the Community Center, uh, Cunningham Park.

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CITY MANAGER JONES: So, there are some large dollar projects that are in the hopper.

COUNCILPERSON DAVIS JOHNSON: Okay. Well, with that being said, I'm certainly not willing to put a freeze on that because we have put aside the dollars already for the Community Center so there would be no need...

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON DAVIS JOHNSON: ...to put a freeze on that.

CHAIR PRO TEM MILLER-ANDERSON: Right. Well, that one I don't have an issue. We've been talking about that one for quite some time and if we wanna be specific about Items that we've already discussed, we've already approved, we've already moved, that part I can, you know, I'm good with but there are many...

COUNCILPERSON DAVIS JOHNSON: I just think that that's...

CHAIR PRO TEM MILLER-ANDERSON: ...that come through.

COUNCILPERSON DAVIS JOHNSON: ...important because we're [stammer] at the next meeting we'll be releasing the groundbreaking date...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...for the Community Center so I would not want that...

CHAIR PRO TEM MILLER-ANDERSON: The Community Center...

COUNCILPERSON DAVIS JOHNSON: ...to be included.

CHAIR PRO TEM MILLER-ANDERSON: ...I wou'..., I'm fine with not including that in this particular Item.

COUNCILPERSON PARDO: And then we've...

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

COUNCILPERSON PARDO: ...got the park.

CHAIR PRO TEM MILLER-ANDERSON: ...Cunningham Park, if there's something...

CITY MANAGER JONES: [Inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: ...that's coming through.

CITY MANAGER JONES: Mr. Chair?

CHAIRPERSON DAVIS: [Inaudible].

CITY MANAGER JONES: All those Items would have to come back to Council for your approval and if you felt, at that time, they should not proceed, you could delay or table them at that time.

COUNCILPERSON HUBBARD: Mr. Chair?

UNK: Hmm.

CHAIRPERSON DAVIS: Hold on. Vice Chair, are you done?

CHAIR PRO TEM MILLER-ANDERSON: She can..., yeah. She can weigh in.

CHAIRPERSON DAVIS: Councilperson Hubbard.

COUNCILPERSON HUBBARD: No. If you were talking, go ahead. I will...

CHAIR PRO TEM MILLER-ANDERSON: No, no. I wasn't. You...

CHAIRPERSON DAVIS: Hubbard, go ahead.

CHAIR PRO TEM MILLER-ANDERSON: Go ahead.

COUNCILPERSON HUBBARD: The, um, one thing I'm..., well, I want to bring up firstly is there's a, a lot of things that, that's going on with the Utility District, stuff that we have..., that, that we have to get done. As you notice, we've had a lot of breaks and stuff like...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON HUBBARD: ...that so, under the State of Emergency that we're now operating, I'd like us to, you know, be clear that if we find ourselves in another, you know, a break or a purchase because a lot of stuff was..., that we couldn't replace, we had to end up, you know, purchasing and buy. So, we might have to do some emergency type things of, of...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON HUBBARD: ...that nature. So I just wanted to point that out. And, as, as far as..., we can continue to collect the resumes. Right now, we're on the part of the questionnaires for the Utility District...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON HUBBARD: ...and we can continue to meet and discuss those resumes, if you will. So, those things are..., would be acceptable in what you're proposing?

CHAIR PRO TEM MILLER-ANDERSON: As long as we don't make the final selection...

COUNCILPERSON HUBBARD: The final...

CHAIR PRO TEM MILLER-ANDERSON: ...and do the hiring of the person.

COUNCILPERSON HUBBARD: Selection of, of the person.

CHAIR PRO TEM MILLER-ANDERSON: And I would say the interviewing as well. I mean, the..., isn't it February 10th..., I think the last day...

CHAIRPERSON DAVIS: Mm.

CHAIR PRO TEM MILLER-ANDERSON: ...when the questionnaires are...

COUNCILPERSON HUBBARD: The ques'...

CHAIR PRO TEM MILLER-ANDERSON: ...going to...

COUNCILPERSON HUBBARD: ...is February, is, is February...

CHAIR PRO TEM MILLER-ANDERSON: February 10th?

COUNCILPERSON HUBBARD: ...February the 10th.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: Mhmm.

COUNCILPERSON HUBBARD: The, um, so we..., and we don't know exactly how long we are looking for, I guess, for a..., how far out that we're, we're looking to solve the, the, the other [pause], the City Manager elect's contract. So that's, um, so that's something to think about when you're talking about the Utility District.

Now, for both parks, the..., we said that we're going to put out the RFP soon for the south end park and for Cunningham Park. I want us to look at those procurement packages before we arbitrarily put them out because I want them to go out, especially the one at Cunningham Park so that local participation is..., so that local contractors are used for those projects. We talked about more creative packing and more creative procurement projects because, again, we can..., we can't continue to sit here and spend that level of money in the heart of our communities and none of it goes to local contractors. So, the, the, the more work that it's gonna take to package those, those two contracts, especially those two contracts and I want us to take that time to do it because we were, you know, we had enough time to include the locals when..., to get up here, we need to take enough time to include the locals that they get some of the funds that are being..., that we're getting ready to release to the public.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, so what you're saying is, the commu'..., the Community Center and Cunningham Park would not be a part of the discussion of what we're talking about. And I'm only talking about possibly only two weeks which would be until our next meeting and we can review then.

COUNCILPERSON HUBBARD: We can include 'em, ma'am.

UNK: [Inaudible].

COUNCILPERSON HUBBARD: We can definitely include 'em. I don't have a problem including..., letting those contracts out.

UNK: [Inaudible].

COUNCILPERSON HUBBARD: You know why? It's because it gives us enough time to make sure that we..., that one, that the constituents have everything in the pro'..., in, in the facilities that they want to see in the facilities and two, you have it packaged in a manner that you have procurement so that the local contractors can actually do the work here in, in, in the community. And I know as, uh, forever, that Ms. Daw'..., Ms. Dawson and the women on that area, in that area, have been advocating for that and the money has been set aside and everybody is as eager as the next to see that go forward and we..., and, and we wanna check the list to make sure that we are buil'...,

that, you know, that we're building a facility that has everything that it needs and that it's done local, as local as possible.

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Pardo.

COUNCILPERSON PARDO: Okay. Well, I just don't agree with this. We have competent...

UNK: Mhmm.

COUNCILPERSON PARDO: ...ethical Staff and we need to continue running the City. And, if we have Mr. Evans here in two weeks, great and if we don't have him, you know, the residents need to know that business will continue.

UNK: I agree.

COUNCILPERSON PARDO: You know? So, I, I just don't understand why now we're, you know, picking and choosing projects when we shouldn't even be having this discussion. I feel we...

COUNCILPERSON HUBBARD: That's not what I meant.

COUNCILPERSON PARDO: ...shouldn't have the discussion. Let Staff do their job...

CHAIR PRO TEM MILLER-ANDERSON: Chair?

COUNCILPERSON HUBBARD: I didn't mean they were unethical...

COUNCILPERSON PARDO: ...and we should be doing our job.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: I have, I have a question.

COUNCILPERSON HUBBARD: That's not what I meant, Madam Chair...

CHAIR PRO TEM MILLER-ANDERSON: No. I'm sure that was for me not you.

CHAIRPERSON DAVIS: Madam Chair? Who's the Chair?

COUNCILPERSON PARDO: No. It wasn't for anyone, I was just stating the...

UNK: [Chuckle].

COUNCILPERSON PARDO: ...fact...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON PARDO: ...that these people...

CHAIRPERSON DAVIS: [Chuckle].

COUNCILPERSON PARDO: ...alright, that are working for us are competent and ethical.

CHAIRPERSON DAVIS: Um...

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: ...Mr. Jones. Excuse me [stammer].

CITY MANAGER JONES: Yes?

CHAIRPERSON DAVIS: I wanna., Council posed the question, Vice Chair, about how many department head vacancies do we have? Outside of the Utility Director position?

CITY MANAGER JONES: Just the Utility Director, I think.

CHAIRPERSON DAVIS: So that's the only one?

CITY MANAGER JONES: That's the only position.

CHAIRPERSON DAVIS: Okay. Alright. So, that won't be an issue considering that we had made the decision that the interviews are gonna come through us for, for a...

COUNCILPERSON HUBBARD: Yeah. I don't...

CHAIRPERSON DAVIS: ...final decision...

COUNCILPERSON HUBBARD: ...I don't...

CHAIRPERSON DAVIS: ...anyway.

COUNCILPERSON HUBBARD: ...ha'.., I don't, I don't have a problem with the, the delay at all.

CHAIRPERSON DAVIS: No, no. We made a decision as Board that we're gonna do the interviewing as a Board and we're gonna make the final decision. So, Mr. Evans or Mr. Jones will not be making that final decision...

COUNCILPERSON HUBBARD: And, and I don't think...

CHAIRPERSON DAVIS: ...'cause it's [inaudible].

COUNCILPERSON HUBBARD: ...that was anything to do with it. What I pointed out to Madam Chair was that, in some of the purchasings and the procurement when it comes to the Utility District, some of it might be on the side of emergency since that's where.., how we're operating now...

CHAIRPERSON DAVIS: Yeah.

COUNCILPERSON HUBBARD: ...and some things might have to...

CHAIRPERSON DAVIS: [Inaudible].

COUNCILPERSON HUBBARD: ...be purchased. That was the only thing I wanted to point out to Madam Chair and...

CHAIRPERSON DAVIS: And I support that.

COUNCILPERSON HUBBARD: ...Vice Chair and the...

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON HUBBARD: ...and the Board.

CHAIRPERSON DAVIS: Yeah. And I support that, that same concern. You know? But we made a decision that that decision, once the applications come through, it was gonna come before this Board and that this Board was gonna have a chance to interview and find out.., 'cause when we make this ultimate decision... Now, correct me if I'm wrong, anyone, 'cause I, you know, ain't nothin' wrong with being wrong, but just please help me not stay wrong, 'cause we did make a decision that we're gonna be a part of the interviewing process...

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CHAIRPERSON DAVIS: ...moving forward.

COUNCILPERSON DAVIS JOHNSON: Right.

CHAIRPERSON DAVIS: So, Mr. Evans will not be the sole, or Mr. Jones, will not be the sole decision maker on that position, which is the only vacancy that's been.., that came up. 'Cause I was understanding there may.., might've been more than one vacancy. So, so as far as procurement in the Utility District. I support what Councilperson Hubbard is stating because we're in a State of Emergency so we need to allow that in'.., information to flow just the way it is.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: The dollar amount, where are you all with that? I'm still waitin' to hear from that.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: With, with that being said, with there being only one position, there's no, there's no need to place a freeze because there's nothing else that's out there.

CHAIRPERSON DAVIS: Yeah.

COUNCILPERSON DAVIS JOHNSON: That's the only thing that we have and we know that that's not moving forward because we're still waiting for the questionnaires to be returned and we haven't even dwindled down the list to, um, our 10 finalists or how'.., however we're going to change it so there would need.., there would, in my mind, there would be no need to, to make the freeze.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON DAVIS JOHNSON: And, and, you know, [pause], we are, you know, I'm, I'm gonna have to agree, we have Staff and we have to believe that they can do their work. You know, I don't want to stall, as I said at the very beginning of my comments, I don't want to stall work that's out there in the hopper. Yes, we want local participation, yes we want to include our local businesses but we still have to move about and conduct the business of the City. So, you know, it's not as if it's going to be, you know, three months before the contract negotiations are completed.

So, what's, what's there, as I said, what's there we should be moving forward with and I, you know, maybe we can better understand the, um, the intent with freezing before he comes along because the City will move with or without him.

COUNCILPERSON HUBBARD: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson...

CHAIR PRO TEM MILLER-ANDERSON: When are you gonna...

CHAIRPERSON DAVIS: ...Hubbard.

CHAIR PRO TEM MILLER-ANDERSON: ...recognize me?

CHAIRPERSON DAVIS: Hold on.

CHAIR PRO TEM MILLER-ANDERSON: I asked, like...

COUNCILPERSON DAVIS JOHNSON: Oh, I'm sorry.

CHAIR PRO TEM MILLER-ANDERSON: ...a long time ago.

COUNCILPERSON HUBBARD: You can go.

CHAIR PRO TEM MILLER-ANDERSON: Really, I did.

CHAIRPERSON DAVIS: I know. I'm fittin'...

CHAIR PRO TEM MILLER-ANDERSON: Well, I...

CHAIRPERSON DAVIS: ...to come back to you.

COUNCILPERSON DAVIS JOHNSON: Oh, I apologize. I, I didn't realize. He called my name, so.

CHAIR PRO TEM MILLER-ANDERSON: [Inaudible].

CHAIRPERSON DAVIS: Well, I'm the Chair, I haven't been recognized the whole discussion.

CHAIR PRO TEM MILLER-ANDERSON: Well, you're free to..., you, you speak when you want so it's...

CHAIRPERSON DAVIS: Yeah. Well...

CHAIR PRO TEM MILLER-ANDERSON: So here's the thing, and I, I can appreciate all the comments that are made and your concerns for, you know, wanting to shut down the City and that is not the intent. Um, the intent is to make sure that whoever's on board, whether it's Mr. Evans, whether it's Mr. Jones, was it..., whether it's Dr. O'Beng, that they have an opportunity to fill whatever positions they need to fill and if you're saying that it's only the Utility District, then, I mean, it's only the Utility District but I do know there are times when we have positions that may come open, for whatever reason? Who knows, a position can come open tomorrow. Just because it's not vacant at the moment, that doesn't mean it can't be available tomorrow. And so, with that position coming available, that would present the problem and to fill your top level Staff, and, and being that it's so close with a new person coming on board, that is why I made the suggestion.

In terms of the procurement situation, of course we have competent Staff. At least, that's what I would hope but I do know, again, that if we have a new person coming on board, or any other person for that matter, coming on board, we wanna make sure that things are, are doing..., being done the way in which they should be done. I know Mr. Mealy is, is doing a wonderful job in trying to fix the department. I give him that credit, as well as the whole Staff in that department. However, I still feel that if someone is new coming on board, they wanna be okay with what it is that they..., that is in place. They do have an opportunity to correct anything that may be out of place, if that's what they feel is the problem. We're not gonna be the ones overseeing those people. It would be whoever the person is that's on board.

Like I said, in hindsight, I probably should've reversed the order in which I put the Items on the Agenda, however, I still have the concerns that I voiced from the beginning. Now, if you don't want to vote on any of it, that's fine. I get that. But what I don't want to see is that this whole thing draws out and then, next thing you know, we have a number of things that are filled or a procurement that goes through to get it through

before the changing of the guard. That's what I don't wanna see. Now, I mean, like I said, Ms. Pardo, I, I know, I know you think this may not be worth discussing but I respect your concerns just as I expect you to respect mine. So, it.., I mean, you either wanna do it or you don't wanna do it, all the extra stuff we don't need to really have.

So I again, would like to put a motion on the floor that we freeze the hiring of any upper level s'.., management for two weeks, I'll say two weeks because, as we said, it shouldn't be that long to get through the process whether it's Mr. Evans, Mr. Jones or Dr. O'Beng, as well as the procurement not to include your Cunningham Park and your Community Center on 5th Street.

COUNCILPERSON HUBBARD: Ma'...

CHAIR PRO TEM MILLER-ANDERSON: Yes.

COUNCILPERSON HUBBARD: Madam Chair? M'...

CHAIRPERSON DAVIS: Mr. Chair, please, please.

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

CHAIRPERSON DAVIS: Please.

COUNCILPERSON HUBBARD: I was talking to her but I, I...

CHAIR PRO TEM MILLER-ANDERSON: [Chuckle].

COUNCILPERSON HUBBARD: ...really wasn't talking to you.

CHAIRPERSON DAVIS: I know.

COUNCILPERSON HUBBARD: I mean, I should've been but I was looking at her and I was talking...

CHAIRPERSON DAVIS: I know.

COUNCILPERSON HUBBARD: ...to you.

CHAIRPERSON DAVIS: But...

COUNCILPERSON HUBBARD: I wasn't calling her.., you a woman.

CHAIRPERSON DAVIS: Oh, I know, I know but just say, 'Mr. Chair'...

[Chuckles]

CHAIRPERSON DAVIS: ...I can acknowledge you then we can get to the Madam Vice Chair.

COUNCILPERSON HUBBARD: Yeah. I, I just wanted to make a comment on to what sh'..., on...

CHAIRPERSON DAVIS: You want...

COUNCILPERSON HUBBARD: ...on..., about her motion before she, um, well... The parks ca'..., as far as I'm concerned, the parks can be included because I don't want them to be rushed into the hands of, of any of, of anybody. I think that the things that..., it gives us time to do a fair job of, of getting local, competent contractors in. So no, I'm not asking that we take tho'..., those two out, those two out of the procurement process. We..., it gives us more time. I don't think two weeks is time enough. If I were you, I would, you know...

UNK: [Chuckles].

COUNCILPERSON HUBBARD: ...you know, I would see it more than two weeks. You know? You, you sayin' two weeks...

CHAIR PRO TEM MILLER-ANDERSON: Well, I said two weeks 'cause we have another meeting. So if...

COUNCILPERSON HUBBARD: Okay.

CHAIR PRO TEM MILLER-ANDERSON: ...we have not, you know...

COUNCILPERSON HUBBARD: Resolved it within...

CHAIR PRO TEM MILLER-ANDERSON: Yeah. Then I'll...

COUNCILPERSON HUBBARD: ...the first two weeks, we can go...

CHAIR PRO TEM MILLER-ANDERSON: ...bring it back up.

COUNCILPERSON HUBBARD: ...we can go to the...

CHAIR PRO TEM MILLER-ANDERSON: Right. So I'll, I'll add Cunningham Park back into that and it obviously is, um, exception to any emergency procurement that may come through for the Utility District.

COUNCILPERSON HUBBARD: Second.

CHAIRPERSON DAVIS: Discussion. Any questions? Now, here..., here's the question and concern about all this that I have, that I was trynna ask the question and make a point to, we sat in the retreat for two whole days together to make a decision on how we, as a Board, agree to move a vision forward. I'm willing to support Staff doing what we gave them directives to do as a Board. And we sat in that meeting for two long days to put our suggestions..., and we worked well together. So, if anything is going out that's relevant to that meeting, that retreat, I support it. Anything outside of that retreat,

no. But that retreat included our overall vision and we all came to agree on a lot of things in that retreat and to support doing something like this is to say that we wasted our time.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Because we spent two days together and we worked well together that, that we all agreed to on a vision for the overall picture of this City. Now, if anything new co'..., come up before us excluding that retreat, then I will support stopping that but anything that we discussed in retreat on, we gave Staff directives, directives and approval to move forward on, I do not wanna stop that momentum that we put in place and the time and the efforts that we did in that retreat, for everyone.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Vice Chair.

CHAIR PRO TEM MILLER-ANDERSON: And I, I totally respect all of that, what you just said and we all have the power to vote yes or no and if that's not..., I mean, I..., if..., I mean, you don't have to justify why you support it or don't support it. Um, the other thing is, a lo'..., you gotta understand, the retreat was before the interviewing and all that took place. So, I mean, a lot of things has happened over the past two weeks that we weren't even aware of when we discussed it. Now, am I saying I'm not in favor of the stuff we discussed that day? No. I'm not saying that. I'm not saying that at all. So, you know, I mean, like I said, I mean, we can just vote it up or down and then we just move on. That's all.

CHAIRPERSON DAVIS: Listen, I can support it. I'm just saying, I don't care who come in as the City Manager...

CHAIR PRO TEM MILLER-ANDERSON: Right.

CHAIRPERSON DAVIS: No matter how good and great they may be...

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

CHAIRPERSON DAVIS: ...they have five, five bosses that's gonna give him the directive and the things that I'm thinking Staff has been doing and will continue to do move forward are the things that we voted on or we discussed.

CHAIR PRO TEM MILLER-ANDERSON: I agree.

CHAIRPERSON DAVIS: So, to stop what we already discussed to, to my position, I'm not saying, you know..., that's it but, you know...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: ...I'm done with it. But if you want the question called...

UNK: [Inaudible].

CHAIRPERSON DAVIS: ...Madam Clerk.

CHAIR PRO TEM MILLER-ANDERSON: Thanks.

CHAIRPERSON DAVIS: Hold on, hold on. Do we have any public comment for this Item?

CITY CLERK ANTHONY: We're on 4A?

CHAIRPERSON DAVIS: It's 4A. So, we did that one already.

CHAIR PRO TEM MILLER-ANDERSON: 4A.

CHAIRPERSON DAVIS: Mary Brabham. [Pause]. [Inaudible]. And then William McCray. [Inaudible].

MS. M. BRABHAM: Mary Brabham. Riviera Beach. Yes. I am a passionate person but I also get the job done, whatever job that I'm labored with, I always gets it done. That's, that's from the heart and it's no offense toward anyone but you gotta be firm. You can't be wishy-washy.

I agree, the big box, the big box projects, like the Utility, the Community Center and the Cunningham Parks, yes. It is more than fair not to, to bring any other level management positions into the City. It's, it's just not right. It's just not right. We know what is happening already. So give whoever a chance a chance. And if it's not right, then we will get it right but to keep on having management or whoever is in control to do these things here now, it's just wrong. It's just wrong. The procurements that are out there, if they are big, if they cannot wait that we have to move on., and the Utility District, we definitely., we know., no offense Troy, but we know that's critical. That's critical. The Cunningham Park, uh, the new Center here that's, [stammer], that's so greatly needed, we've been talking about that, so that those things. I concur with some of what Ms. Miller is saying. I also concur with some of what you all are saying but you all can incorporate those things to make them work and not just to allow your Staff or management or anybody just to run haywild in here. Pushing these things here. I don't care about a retreat. The decisions is made here that affects the, the general problems. And, and for one person to just keep the Board labored down there because of what he or she wants, it's wrong. The business at hand is for the residents as well as the City. So, we need to move the things, like I said, the big box Items, I'm gonna say the big box Items and let's do that. But hiring upper management and transference others out, stop there. Do not do that.

Thank you.

CHAIRPERSON DAVIS: Mr. McCray.

MR. W. MCCRAY: William McCray. A hiring freeze, I don't know if that's necessary or if it's good but what I do..., what I would like to say about it is, this dais spent \$20,000 on a consulting firm to pick the next City Manager. \$20,000 is a substantial amount of money and if you weren't going to follow the advice of the consulting firm, I believe Mr. Danny Jones was number one. I don't know what his performance has been on this dais, it coulda been great, it might not have been great, I don't know. I know he's a great police office but one thing I do know is that to waste \$20,000, taxpayer money, and not follow that consulting firms, uh, what, what they recommended, is a level of incompetence and malfeasance that I've seen in many municipalities, like West Palm Beach and I would hope that this dais would not immolate that kind of malfeasance and incompetence that I see there frequently. But that \$20,000 could hire somebody to do something in the City. And, and I just hate to see taxpayer money wasted like that if, if we're not gonna follow the recommendations. Let's please not spend that kind of money and waste that kind of money when that kind of money could hire somebody or go towards something very important.

Thank you.

CHAIRPERSON DAVIS: Thank you. That's the end of public comment for this Item. Madam Clerk, would you please read into the record the, the motion again?

CITY CLERK ANTHONY: The motion is to implement a hiring freeze of upper management positions, as well as the procurement process for Cunningham Park.

CHAIRPERSON DAVIS: Was that the...

CHAIR PRO TEM MILLER-ANDERSON: Uh-uh.

COUNCILPERSON HUBBARD: Not at all.

CHAIR PRO TEM MILLER-ANDERSON: Uh-uh.

CITY CLERK ANTHONY: I., did not Ms...

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

CITY CLERK ANTHONY: ...Councilperson Hubbard want Cunningham Park included in the motion?

COUNCILPERSON HUBBARD: Yes. But it was not...

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

COUNCILPERSON HUBBARD: ...just Cunningham Park. We were talking about procurement...

CHAIRPERSON DAVIS: Who, who's the...

COUNCILPERSON HUBBARD: ...of large It'...

CHAIRPERSON DAVIS: ... maker of the motion?

CHAIR PRO TEM MILLER-ANDERSON: We said the hiring.., I mean, the, the freeze of the procurement process for \$100,000 above, not to include...

COUNCILPERSON HUBBARD: [Inaudible background comment].

CHAIR PRO TEM MILLER-ANDERSON: ...the Community Center.

CITY CLERK ANTHONY: Okay. Would you like to restate your motion?

CHAIR PRO TEM MILLER-ANDERSON: What you said was fine except for when you got to the procurement part, to include Items \$100,000 and above with the exception of the Community Center, on 5th Street. And any emergency procurement Items for the Utility District.

CITY CLERK ANTHONY: Okay. [Pause]. Okay. So, the motion is to implement a hiring freeze for upper management positions and to include...

CHAIR PRO TEM MILLER-ANDERSON: And a freeze on procurement...

CITY CLERK ANTHONY: [Stammer], the freeze is to include procurements of \$100,000 plus with the exception of the Community Center.

KM: Mhmm.

CA: And any emergency Items for Utility District.

CHAIR PRO TEM MILLER-ANDERSON: The Community Center on 5th Street.

CITY CLERK ANTHONY: I said the Community...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CITY CLERK ANTHONY: ...Center. I just didn't say 5th Street. So, the Community Center on 5th Street...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CITY CLERK ANTHONY: ...and any emergency Items for the Utility District.

CHAIR PRO TEM MILLER-ANDERSON: Emergency procurements Items for the Utility District.

CITY CLERK ANTHONY: Okay.

CHAIRPERSON DAVIS: Madam Clerk.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: No.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: No.

CITY CLERK ANTHONY: Pro Tem Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: No.

CITY CLERK ANTHONY: That motion fails with Councilpersons Davis, Davis Johnson and Pardo dissenting.

4B ITEM NO. 4B

CHAIRPERSON DAVIS: Item 4B.

CITY CLERK ANTHONY: Item 4B is to provide a status on the contract with Mr. Evans, as well as setting a possible date for a special meeting.

CHAIR PRO TEM MILLER-ANDERSON: So, with this Item, I kinda just wanted to see if we could get a, a status as to where we are, Mr. Degraffenreidt, with the contract negotiations and, and seeing if we could possibly set a special meeting. I just didn't wanna be put in a position where we're having to hunt down individuals to, you know, get the two signatures so that we can call a special meeting and then, um, just being able to foresee it a little better than just calling it overnight. So, if Mr. Degraffenreidt can kinda give us a little status as to where we are with that.

CITY ATTORNEY DEGRAFFENREIDT: Based upon the communications I got from the Council today, I have clear direction on the authorization of terms that I'm authorized to present to Mr. Evans. I've had the opportunity to speak with his legal counsel and, based upon those conversations, I don't anticipate it being a lengthy process. There are some anticipated sticking points we see but nothing that we don't think we can structure a way to resolve conflicts between our respective clients and their legal needs. And the bottom line, I would anticipate having something close to completion by Friday.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So with that, [stammer], wanted to know if he's saying by Friday, if we could have a special meeting before the CRA meeting on Wednesday?

CHAIRPERSON DAVIS: We already ha'...

COUNCILPERSON DAVIS JOHNSON: But...

CHAIRPERSON DAVIS: We already had one.

CHAIR PRO TEM MILLER-ANDERSON: If, if it...

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: What?

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIR PRO TEM MILLER-ANDERSON: Go ahead.

COUNCILPERSON DAVIS JOHNSON: What, what would be the purpose of the special meeting?

CHAIR PRO TEM MILLER-ANDERSON: It., are we gonna have to approve it or no? We're not gonna have to approve the contract?

CITY ATTORNEY DEGRAFFENREIDT: You will.

COUNCILPERSON DAVIS JOHNSON: Right. But why do we need to call a special meeting? We don't know how long... He, he anticipates that it won't take long...

CHAIR PRO TEM MILLER-ANDERSON: Well, if he..., if it doesn't...

TJ: But why...

KM: ...happen...

COUNCILPERSON DAVIS JOHNSON: ...can't it come back at the next...

CHAIRPERSON DAVIS: 'Til the Council meeting?

COUNCILPERSON DAVIS JOHNSON: ...from the time that he ma'..., he..., we negotiate and come to terms...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...why can't it be placed on the next Agenda? Why do we need a special meeting?

CHAIR PRO TEM MILLER-ANDERSON: If that's how you want to... This is not..., I didn't make a motion so it's a discussion.

COUNCILPERSON DAVIS JOHNSON: It's just a question, Councilwoman. I'm just asking [inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: I, I...

COUNCILPERSON DAVIS JOHNSON: ...question.

CHAIR PRO TEM MILLER-ANDERSON: ...asked for a special meeting. If...

COUNCILPERSON DAVIS JOHNSON: Okay.

CHAIR PRO TEM MILLER-ANDERSON: ...no one sees fit for it, then we go with what the majority wants.

COUNCILPERSON DAVIS JOHNSON: Thank you, ma'am.

CHAIRPERSON DAVIS: Vice Chair, just for the record, we...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...haven't had a chance to disclose this yet, um, Staff is gonna request a special meeting next Wednesday for a closed executive session prior to the CRA meeting.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: So, I just s'.., I support just waiting 'til the next meeting that we have to [stammer], to address this matter, to approve this contract...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...and we.., 'cause we have to take.., get this meeting.., it's time sensitive...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...this closed executive session and they were gonna...

CHAIR PRO TEM MILLER-ANDERSON: What is that...

CHAIRPERSON DAVIS: ...announce it today..

CHAIR PRO TEM MILLER-ANDERSON: What is that... Oh, he's gonna talk about it?

CHAIRPERSON DAVIS: Well, he's gonna announce it later on, once we got to legal...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...at the end...

CITY ATTORNEY DEGRAFFENREIDT: [Inaudible].

CHAIRPERSON DAVIS: ...to., for next Wednesday before the CRA meeting.

COUNCILPERSON HUBBARD: [Stammer]...

CHAIRPERSON DAVIS: [Stammer], Hubbard, you...

COUNCILPERSON HUBBARD: Thank you.

COUNCILPERSON PARDO: And I...

CHAIRPERSON DAVIS: And then Pardo.

COUNCILPERSON HUBBARD: The closed executive session is for, um, what could turn out to be, you know, rather, I guess, lengthy and, and ongoing but...

CITY ATTORNEY DEGRAFFENREIDT: I think...

COUNCILPERSON HUBBARD: ...if we...

CITY ATTORNEY DEGRAFFENREIDT: ...I can resolve that for you.

COUNCILPERSON HUBBARD: Excuse me, sir.

CITY ATTORNEY DEGRAFFENREIDT: [Chuckle]. I'm, I'm sorry. I think I can resolve that for you. We had anticipated being able to discuss the settlement of a legal matter but Linus just called to my attention that the, the matter is a presuit conflict that we appear to be able to resolve. So, I have to speak to you individually about it through communi'..., privileged communications. The statute says I can only have a closed executive session relating to pending litigation and that was my oversight. It is not a pending matter, it is..., it, it..., we resolved it presuit. I just need the authority to exercise the amount involved.

COUNCILPERSON HUBBARD: So having the...

CITY ATTORNEY DEGRAFFENREIDT: I can work that without, without having a meeting.

COUNCILPERSON HUBBARD: So, the time is, uh, clear now to have the special meeting?

CITY ATTORNEY DEGRAFFENREIDT: Okay. We will not need a special meeting is my point.

COUNCILPERSON HUBBARD: Okay. For your, for your...

CITY ATTORNEY DEGRAFFENREIDT: For my Item.

COUNCILPERSON HUBBARD: ...for your Item.

CITY ATTORNEY DEGRAFFENREIDT: Yes. But you will need [inaudible]...

COUNCILPERSON HUBBARD: For your Item.

CITY ATTORNEY DEGRAFFENREIDT:...special meeting or some type of public meeting in order to address the contract if it is consummated and I assume it will be consummated by Friday. I, I don't see that being difficult.

COUNCILPERSON PARDO: Right.

COUNCILPERSON HUBBARD: Okay. So then there's no problem with having the special meeting before the CRA meeting?

CHAIRPERSON DAVIS: Pardo.

COUNCILPERSON DAVIS JOHNSON: Mm.

COUNCILPERSON PARDO: Right. Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON PARDO: I agree with Ms. Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

COUNCILPERSON PARDO: You know, why are we rushing everything? We have a Council meeting the following week. Why can't we just have it.., why can't we discuss the contract and approve the contract a week from next Wednesday instead of having a, a special meeting? And we all know not everyone comes out to, or very few people come out to the CRA meeting but, you know, more people do come out to the Council meeting. So, I don't understand why we can't wait another week.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Vice Chair Miller-Anderson.

CHAIR PRO TEM MILLER-ANDERSON: Well, [pause], the reason why I suggested this, and brought it up, was because one, I wanted to know the status. He said it will not be long. Why do we need to wait for the next meeting if it is finalized? What would be the reason to wait?

COUNCILPERSON PARDO: Are you talking to me?

CHAIR PRO TEM MILLER-ANDERSON: Yes, ma'am.

COUNCILPERSON PARDO: Well, you know, quite honestly, in the past year, we've had so many special meetings. I don't understand why everything is a rush lately. You know, we do City Council business the first and third Wednesday of the month. If we want to approve this contract, it should go on a regular City Council meeting, like it has done in the past and I'm sure Mr. Evans, if his contract is approved at that time, I doubt very much he's gonna start the next day. You would think a professional like that would have to give his employer due amount of notice.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON PARDO: So, you know, I understand what the rush is.

CHAIRPERSON DAVIS: And...

COUNCILPERSON PARDO: And I feel very strongly, you know, something that important should be on a regular City Council meeting.

CHAIRPERSON DAVIS: And, and just to let you know, in speaking with Mr. Evans, he did state that he will not be able stat no earlier than mid-March.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: So...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: ...he did state that.

CHAIR PRO TEM MILLER-ANDERSON: Alright. Mid...

CHAIRPERSON DAVIS: 'Cause he wanted to gi'...

CHAIR PRO TEM MILLER-ANDERSON: ...March?

CHAIRPERSON DAVIS: Yeah. That's what [inaudible].., from Mr. Evans.

CHAIR PRO TEM MILLER-ANDERSON: But he's ready to get started?

[Inaudible dais background comments]

CHAIR PRO TEM MILLER-ANDERSON: Now? And he can't come 'til March?

CHAIRPERSON DAVIS: Yes. Because he had to give his other previous.., his job notice...

CHAIR PRO TEM MILLER-ANDERSON: Like a two week notice?

CHAIRPERSON DAVIS: Yeah. He wanted to give them ample amount of notice and he got, um...

CHAIR PRO TEM MILLER-ANDERSON: A two week...

CHAIRPERSON DAVIS: ...provisions...

CHAIR PRO TEM MILLER-ANDERSON: ...notice probably.

CHAIRPERSON DAVIS: ...that he have to do with his family in preparation, moving.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: He said he have a lotta lifting he have to do on that end and he has some obligations he wanted to make sure that he stay...

CHAIR PRO TEM MILLER-ANDERSON: I, I...

CHAIRPERSON DAVIS: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: ...yeah. I know. I...

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: I, I think we all, at some point, have had some sort of communication with him.

I wanna make a motion that we have a special meeting on next Wednesday to review the contract for the City Manager positon.

CHAIRPERSON DAVIS: We have a motion on the floor. Do we have a second?

COUNCILPERSON HUBBARD: Second.

CHAIR PRO TEM MILLER-ANDERSON: At 5:30.

CHAIRPERSON DAVIS: Madam Clerk.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: No.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: No.

CITY CLERK ANTHONY: Councilperson Hubbard?

COUNCILPERSON HUBBARD: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: No.

CITY CLERK ANTHONY: That motion fails with Councilpersons Pardo, Davis Johnson and Davis dissenting.

CHAIRPERSON DAVIS: We have, um, I wanna address the two public comment cards for this Item. Willie, Willie Millsap. Is that correct? And Mary Brabham.

UNK: Excuse me.

MR. W. MILLSAP: Good evening.

CHAIRPERSON DAVIS: Good evening, sir.

MR. W. MILLSAP: Mr. Willie W. Millsap, 562 West 6th Street. I've been listening to you all up there discussing the City Manager's position in the City itself. I don't know that much about governments and my worries may not fit to what you were talking about to ya'll criteria but I'm gonna speak to you in Ebonics, and I know you can understand it that way. Why ya'll hiring somebody to work in this City and you gotta give them a contract? If they wanna work, let 'em come to work, give 'em a job. When they don't do they job, replace 'em because you gonna have one and two City Manager'. So, why should we have to go through all this back and forth of giving a contract to a man? Because he wants to work? In..., during my time of employment, my company, which was Florida East Coast Railroad, they gave me a 45 day notice for termination and a letter of recommendation for my future job. Now, if the individual that you hire, I'm quite sure all ya'll have the authority to terminate him. But when you terminate an individual in the City of Riviera, the City jumps on the citizens and we have to pay the bill because they're gonna sue, you gotta pay 'em for vacation, you gotta pay 'em for time lapse and all that. Why? If you don't do your job in the morning, terminate him because I'm quite sure all us in here have been in the work force and the day you don't do what you need to do, you're terminated. And just, just pull him out of service pending investigation. And once ya'll complete ya'll investigation, then you can terminate him or bring him back.

CHAIRPERSON DAVIS: Right.

MR. W. MILLSAP: Under certain criteria. But don't be keep giving these individuals that's employed in the City a contract. Is that something in the City Charter? I don't know 'cause I don't know anything about government. But if it's not there, don't put it there. And again, if the individual that you wanna employ, i' don't make a difference who they may be, give 'em a job because you pay 'em too much money for them not to wanna work for the City. Now, if you got a couple extra dollars, I definitely need some help.

[Chuckles]

MR. W. MILLSAP: So, if ya'll can help me, I would appreciate it but right now, what ya'll are doin', ya'll are goin' back and forth and bickering about stuff, ya'll sound like myself and my wife when we argue about nothin'.

[Chuckles]

MR. W. MILLSAP: See? Ya'll need to make some decisions and make 'em credible for all of us. I just started coming to City Council and the few times I've been in here, I am very ashamed of you, very ashamed of you. The reaction that you do towards each other, not having anything to relate to what we are involved with because you're bickering back and forth. Somebody got to agree with somebody else and it there has to be a decision made by each one of ya'll.

So, would ya'll please just try and table it down a little bit and talk to us so we can understand 'cause, when you talk to each other, each one of us out here have an opportunity to hear what you're sayin' and it's not benefittin' us at all. So the next City..., individual that you put in here to operate this City, make sure they're for the people. And give 'em a job, don't give him a contract so when he walk...

[Beep]

MR. W. MILLSAP: ...out the next day, I gotta pay for.

Thank you.

CHAIRPERSON DAVIS: Thank you, Millsap. Ms. Mary Brabham.

MS. M. BRABHAM: Ms. Mary Brabham, Riviera Beach. Normally when you hire someone, they have to make preparation from where they are. You give them some lead time, that's on any job. The management position, it does call for a contract. You can't do your housekeeping without a contract. It's up to you to make the contract works and we find it no difference that Ms. Jones, Mr. Wilkins and the other various managers.

Now, last Friday we were in the Chambers and in there it was a discussion about permanent. When Mr. Danny Jones gets out of there, you all are gonna have to pay him and I, and, and I know that's what the previous speaker was con'..., concurring about because this is what it, it is that you all say we, we..., and last Friday, we were saying about the wording. You all labored up there about that. To make it permanent. I agree, there's no..., it, it was nothing in the Charter that said that we could not say interim or permanent but that's what you all did. So, so, if Mr. Jonathan Evans says March, I think February's only 28 days or 27 days so, hopefully, you all would've had your house cl'..., house cleaning work done because it is plenty o' work here to do.

But all of these meetings, calling all of these special meetings, all time of the day, it's ludicrous. You all should know how to govern and you all should know how to lead.

Last Friday was 3:00 o'clock. We don't know what time it's gonna be this time. So, so be, be effective leaders, show leadership and, and, and show the leadership whereas, that if you want your general public to engage in, don't just set it around your standards. You, you have meetings next week or, or whatever is going on but if Mr. Evans says March, I [stammer], we, we heard it back there. So, if you got a contract on the table and there's things that have to be ironed out or worked out or, or whatever that is, but, but we're just tired of this. We're just tired. So, so do the business at hand.

Thank you.

CHAIRPERSON DAVIS: Thank you. That's the end of public comment for Item 4B.

COMMENTS FROM THE PUBLIC

CHAIRPERSON DAVIS: Now, we're gonna go to the regular public comment at this time. [Pause]. And please fill out a public comment card now and try to get it in before I read if anyone forgot to do it. Okay. Alright.

CHAIRPERSON DAVIS: Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach. Please be reminded that the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker or attendee removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

CHAIRPERSON DAVIS: First person, Mr. Earl Davis.

[Inaudible dais background comments]

MR. E. DAVIS: Earl Davis, Riviera Beach.

[Inaudible dais background comment]

MR. E. DAVIS: The last time I was in a Council meeting, I guess it's been about three months, so, almost four months but, I've been having meeting with different ones and, you know, they called and asked me would I come and speak on their behalf because, one thing, I hate for them to say..., they tell me a lot of time 'the police are not doin' nothin'. And now this morning when they called me, they said the Council's not doin' nothin'. So ya'll put 'em in and we're not gonna go over there and so I said, well, I get to [inaudible] out the dough to come over here.

But anyway, the last time I was here I asked a..., quite a few question' through the seniors that sent me over here and, like I said, it's been three and a half, almost four months and I'm still..., we're still waitin' on answers which we never got. First thing that we asked the last time I was here, was, uh, when are we gonna clean up this City? I'm changing the speech

that everybody get up here and argue about something else, this City is a terrible looking City and if you ever ride from 1st Street to Silver Beach Road, you will know this City is one of the worst looking cities that you can look at. There's broken down cars, in the yard, on the street, you know, and my question is, for the seniors, when are we gonna start cleaning up this City? You know, startin' with Silver Beach Road. It need' to be widened, they need sidewalks. I just feel sorry for the people that live right on Silver Beach Road and we talk about everything up there but cleaning up our City.

The second thing, and one of the worst streets in Riviera Beach, is Avenue E. I don't know who District that it's in, everybody always told me when I call 'em and asked 'em about a problem, 'That's not my District.' When you were voted, voted in those seats, the whole Riviera Beach is your district. You know? And I could call the names and tell you the ones that tell about this is not their District but I won't tell ya now unlessin' I have to.

UNK. AUDIENCE: [Chuckle].

MR. E. DAVIS: And then, there's number three. The house at 5th Street and J Avenue, the whole roof is off. It's been like that almost a year and I've called everybody that you can think of and it's just still sittin' there but if it was in your neighborhood, you wouldn't want it sittin' there. And the next thi'..., next house is 950. [Chuckle]. Whereas 3rd Street, Mr. Jones, don't laugh, it's been like that about 18 years now. And the last three election', the peoples that won, I know, I called them myself about 950 and I'm still waitin' on a reply. You know? It shouldn't be like this but election is coming again, you know? And, one thing we need a answer, we're gettin' ready to rent out something at the Port Center again. Do you guys realize how much money the City is paying...

[Beep]

MR. E. DAVIS: ...at the BB&T and at the Port Center? It's over three hundred and some odd thousand dollars a year and you guys just sit up there like it's nothing and giving away our money.

Well, Council, I have one more question, could I finish please?

CHAIRPERSON DAVIS: Very quick, Mr. Davis. We got the rules to follow [stammer].

MR. E. DAVIS: Well, I mean, I don't need all that. Just tell me...

CHAIRPERSON DAVIS: Alright.

MR. E. DAVIS: ...whether I can finish or not.

CHAIRPERSON DAVIS: Go ahead, go ahead, go ahead.

MR. E. DAVIS: And then, like I said, the..., if you go from 1st Street to Silver Beach Road, there're broken down cars everywhere. And one thing that bothers us, you see Code Enforce' and, and with the..., one of the majors, ridin' around on the south end on Saturday and I even met him out to the car and gave him a whole list where we rode up and down the

streets, house numbers and everything, and I haven't seen anything happen from that and that's been almost five months ago. You know, you try to help 'em out but it don't help any.

And one thing I wanted to say but he's not here, the Mayor, since you all forgive the liens and the fines and this two year extension or whatever ya'll did, which we don't approve of any of that, the fines and the liens, yes. Two year extension? Who in the world you ever heard of that? You know? And so now, the Mayor is tellin' peoples, like I asked some people, would you please cut your grass, cut your hedges, trim your trees. The Mayor is tellin' people you don't have to do it 'cause you got two years extension.

[Inaudible audience comments]

MR. E. DAVIS: You know? And I was hoping he would be here so I coulda kinda tell him but, you know, you guys need to help us clean up this City because my way, if we're gonna rate this from zero to five, zero being the lowest and five being the highest, I would rate most of you guys as a minus zero.

CHAIRPERSON DAVIS: Anita Lewis.

[Inaudible dais background comment]

MS. A. LEWIS: Good evening.

CHAIRPERSON DAVIS: Good evening.

COUNCILPERSON HUBBARD: Good evening.

MS. A. LEWIS: First, I would like to, um, cong'..., congratulate all the student athletes that signed their Letters of Intent today, especially my son, Raven, who is on his way to NC State.

CHAIRPERSON DAVIS: Alright.

[Clapping]

MS. A. LEWIS: Um, I just wanted to give another announcement about my essay contest. The due date is April 3rd. I, I forgot the last time to actually do the age groups and the amount of money they were gonna win, so, ages 11-12, they have an opportunity to win up to \$150. For ages 13 to 15, they have an opportunity to win up to \$200 and for ages 16 to 18, they have a chance to win \$300. These are all essays that the story..., the, the title of the essay is, "Do Black Lives Matters to Black People". They can write this in any format that they choose as long as they stay inside the, the rules of the contest. We're really excited about this and we wanna push it out as much as we can. We also have a, um, alternative education category now for students who attend alternative education schools, Mavericks, Turning Points, um, I know there's a lot of other ones. I'm trynna research 'em all so I can kinda, like, hit all of 'em. If somebody knows some, you can tell me so I can hit them up also. I have flyers here for anybody who's in the audience who would like to take some home to their grandkids, their nieces and nephews, whoever.

And that's it. Thank you...

CHAIRPERSON DAVIS: Ms. Lewis, what was...

MS. A. LEWIS: ...[inaudible].

CHAIRPERSON DAVIS: ...what was the date again?

MS. A. LEWIS: The..., it's the...

CHAIRPERSON DAVIS: April?

MS. A. LEWIS: The due date for the essay is April 3rd.

CHAIRPERSON DAVIS: April 3rd.

MS. A. LEWIS: Oh, and if you have any questions, my phone number is 561-452-4416.

CHAIR PRO TEM MILLER-ANDERSON: And, Ms. Lewis, if you go to the School District website, it lists all of the alternative schools on there and their contact information.

MS. A. LEWIS: Thank you.

CHAIR PRO TEM MILLER-ANDERSON: You're welcome.

CHAIRPERSON DAVIS: Bonnie Larson. [Pause]. Thank you.

MS. B. LARSON: Okay. I'd like to clarify to Mr. McCray, the Council did not hire a headhunter. The Council very clearly said no headhunter and it was done anyway. So it is not the fault of the Council that we had to spend \$20,000.

The light poles on Singer Island, we really need to start thinking about that because what are the chances that 20 people are gonna say, 'Fine, I'll sell ya a parcel of my property.'? I don't think it's gonna happen with everybody so you need to really think seriously about what to do about that. And like I said, you need to find out who approved that.

Um, I heard at a meeting that there was an assisted living on Broadway that had been okayed. So I'd like to know, is that yes, no? I heard that and that's all they said.

Oh, when we have things, projects and they're signed off by the departments, we need to make sure that signature is that of the department head not an employee. The department head needs to sign off on that.

[Pause]

Oh, it would be nice, also, if we could meet the employees on a mo'..., new employees on a monthly basis. I've seen a lot of new people around here, have no idea who they are and

they say they've been here a couple months. So, every month, let's meet those new employees so we can welcome them to the City and know who they are.

Oh, why are our water bills, the address on our water bills where we send 'em, why is it addressed to a P.O. Box in West Palm Beach? There was a big to-do about we should have it in Riviera Beach but the envelope clearly says West Palm Beach.

At the end of the meetings, again, it would be nice if we heard about things from the City rather than having to go home and listen to the television to find out what's happening in Riviera Beach. We have discussions and reports at the end of the meeting. Now last meeting we had, the next day, Governor Scott was in town talking about reducing taxes. Two weeks or so before that, he was here discussing schools and, and lowering tuition. Those are important topics everyone would like to know about that we didn't hear about it Wednesday night and he was here on Thursday discussing that. And this last time when he came, he was out in the industrial area discussing it. We're missing a good opportunity here. Let's invite him to the, to the Marina to hold his press conference. Why are we having it in the industrial area? Let's get some advertising, free advertising, for the Marina area. Somebody like that's coming to town, send 'em to the Marina.

I, I was very shocked at the P&Z meeting last week. Um, someone asked..., someone on the P&Z Board asked why the..., why the project hadn't gone to the CRA, it went to the P&Z and a Community Development employee said it's the same Council so we don't need to do that, we're just coming here to the P&Z and then we're going directly to the Council. I never heard that discussed, I never heard that voted on, that was... Oh, and we need to get those P&Z's meetings televised. Community Development was asked about that also and they said, 'Well, we haven't been told that we have to do it.' February 9th is the meeting about the bleach company that wants to come in here to Riviera Beach. In 2015, the P&Z voted...

[Beep]

MS. B. LARSON: ...to have their meetings televised. We need to tell them right now, televise it and that would be Walter, that wouldn't be Community Development, tell Walter, 'P&Z televised.'

Thank you.

CHAIRPERSON DAVIS: Mr. John Miller and then [pause].

[Inaudible dais background comment]

MR. J. MILLER: John Miller, 1290 Manor Drive. A little change of pace here. I..., I'm gonna say something positive about the..., Danny Jones and our police department. Um, you know, that problem that I told you about, the issues that were happening over by the Ocean Mall. Danny and the Chief put in that zero policy, uh, zero tolerance policy. That straightened it right up. I had dinner there two Friday nights ago, actually, right after that happened and none of that activity was going on. So, I wanna thank them for that.

We just had a little issue over in, um, not a little issue but we had car thefts from a professional..., I'm, I'm calling 'em a professional gang, in Yacht Harbor Manor. My, my assessment is, is that the Chief, or actually, um, Spencer, Spencer came over and he did an excellent job yesterday.

[Inaudible background comment]

MR. J. MILLER: Along with Officer Williams. This was..., we ha'..., we caught it all on our security cameras, we shared it with the police and I wanna thank you fo'..., I wanted to thank the police for that. They did an excellent job. And, to, to let you know, there was five, five Caucasian people involved in this gang. Thank God one of our officers was four minutes before the'..., before they had pulled in and then he had probably went back out through the Sugar Sands entrance because, God forbid, this was; a professional gang, hoodies, gloves, the whole nine yards and we coulda had a tragedy.

Uh, the last thing, jobs. I hear you talking about jobs, I hear about, in other words, locals and all this. My question is this, all well and good but, you know, give as many local businesses you can the, the, the chance to do the work. How about the employees? How many empl'..., 'cause we ask this all the time. I, I watched, uh, the Mayor ask him, how many employees do you have? In other words, besides the local business, how about the, how about the people that work for them? Are they from the City? How many of 'em? That's an example. It can't be just like, 'I don't know that, I don't have an answer,' but I'm asking you that. And, the other thing is, if you're gonna do some big projects and you have money, the money's coming from here, bonds or whatever, why aren't you going after some of these construction jobs? For la'..., you know, for labors, for entry level positons, helpers, this, that and the other. We got a boon over on Singer Island, a boon. Is anybody working over there? Do, do you know of any, any one of the residents from the mainland working over there? Listen, I don't need a job anymore and very few of the people in Singer Island need th'..., need those jobs but you need them jobs. Does anybody listen? I heard somebody else ask that or am I just talkin'? If I'm just talkin', then I won't waste my time anymore but I'm..., what I'm saying to you is these things make sense.

Thank you.

CHAIRPERSON DAVIS: Alright. Guenther...

[Beep

CHAIRPERSON DAVIS: ...Murr. And then Tom DeRita.

MR. G. MURR: Good evening.

CHAIRPERSON DAVIS: Good evening.

MR. G. MURR: Guenther Murrs, Riviera Beach. John touched on it a little bit but, in light of what happened on Monday night, the theft of my neighbor's new Lincoln sedan and a van and two car breakin's, [inaudible\] City Council do something about

police protection on Singer Island. The 25 break-ins that happened in Sugar Sands is also one of the examples of laxness and [inaudible] empty police cruiser sitting on the side of the road which, by the way, was removed this afternoon. Maybe you turn for a small time criminal but not for a professional thief. After to.., since the year 2000 and I've been given lip-service on many issues when I served on the HOA Board and took the compliance of short-term rentals, Code Enforcement turned a deaf ear. As one of your agents explained, our supervisor puts all the complaints in a drawer and then sh'.., they'll stay there and it seems it still is like that today.

My development, I know of one rental garage that Code Enforcement says that we can't enter the premises. So, in my mind, either somebody's not doing their job, something they're getting paid for from tax dollars or someone takes graft under the table. There are many issues that do not get resolved, no one has.., takes responsibilities. Where does the buck stop? [Pause]. Uh, we and I, because I've been [stammer], in the past I've been always representing the, the association. I'm no longer on the Board. So, I've been literally fighting for police protection 24/7 but the policeman, 1 out of 110 policemen, on duty permanently, we've had murders, all unsolved, of course, break-in thefts, etc. Once I was told by one of the superiors of the police force that there is no crime on Singer Island which, of course, is horse manure. No one calls in thefts, the, the perpetrators are gone, the response time of the police sucks so the citizens who, who all pay their share of taxes, including myself, the money has to come from somewhere to pay the 110 policemen.

I would like very much for you to review this issue and do something about it. I've been begging and cajoling for five years and some of the Council Members, sitting on this Board tonight, have promised in the past, one person in particular three years ago and told us to not do anything drastic. I was willing to go around to every house on Singer Island and ask.., and do a petition. Nobody, no'... And, we, we didn't do it and felt it was a huge mistake.

You all like, you all like the phrase, 'moving forward,' and I heard it again probably tonight, counting at least 23, 24 times. I don't think you're moving forward at all. You're moving forward in some issues but on some things you're standing still like a train...

[Beep]

MR. G. MURR: ...that is standing on the side. [Pause]. When the City can spend one and a half million dollars on signs, when there, when there are car stolens and break-ins, I think it's deplorable. The City doesn't spend money to have a.., one policeman, one policeman, 24/7 on the Island. With all those tax dollars you get from there. And I think it's a disgrace.

Thank you.

CHAIRPERSON DAVIS: Thank you. Mr. Tom DeRita.

MR. T. DERITA: Good evening. Tom DeRita.

CHAIRPERSON DAVIS: Good evening, sir.

MR. T. DERITA: I represent Wawa.

CHAIRPERSON DAVIS: Mhmm.

MR. T. DERITA: And nobody..., a lot of people don't know what Wawa it but it's a Canadian geese.

CHAIRPERSON DAVIS: Thank you.

MR. T. DERITA: And, uh, it's a phenomenal store that's gonna open, hopefully, March 1st. I wanna thank the City, I wanna thank the Chair, Mr. Davis and the assistant, or, the CITY MANAGER, Danny Jones, for the help he's given us. Today we had the job fair. Over 50 people showed up at the job fair but I think more importantly than that, previous to the job fair today, we have 19 people that live within two miles from the Wawa that's located at the corner of Garden and Blue Heron. At today's job fair, eight people have been identified for possible management jobs. This is...

CHAIRPERSON DAVIS: Yep.

MR. T. DERITA: ...a big step forward in Riviera Beach. We committed to having the job fair, we were asked to do it, it went off beautifully today and we're very excited that we're able to develop the Wawa name in Riviera Beach. Another very great thing happened for it today, is that Riviera Beach was named the city that will be the training center for all of Palm Beach County.

CHAIRPERSON DAVIS: [Inaudible].

MR. T. DERITA: No longer will it be done in Martin County. We'll be doing all the training for all the stores in Palm Beach County here at Riviera Beach. That means we're gonna be bringing a lot more people into Riviera Beach that are gonna be trained here and go back to work at the Wawa's with..., within Palm Beach County. Understanding that Wawa is gonna develop 320 stores in the Palm Beach County to Broward area within the next two and a half years.

So I'd like to thank the cooperation we got. We would love to get our TCO this Friday [chuckle] because we can't stock the store without it and we can't train our people in that store, which we have to train 'em in that store, and that'll be over 70 people that are gonna be trained within the next..., it takes four weeks to train 'em all so we really enjoy the cooperation. I hope that we can get that TCO this Friday so that we can stock the store and we can, um, be able to move forward until we get our permanent CO. But again, Chairman, thank you for all the cooperation you've given and, uh, Danny, thank you for being there at the City Chamber meeting and we talked about it there and we appreciate all your effort.

CHAIRPERSON DAVIS: And one thing I wanna say, thank you, Mr. DeRita and thank you Wawa. We had 50 interviews that were conducted before lunchtime so it might've

been actually more over like 200 people that showed up. And the 19 people, when I went to the database, they all had 33404 zip coded on their addresses. So, [stammer], they stayed committed to what they wanna do in Riviera Beach and will seriously consider.., and made some great efforts before the job fair to hire folks from Riviera Beach. And just like today, I saw a, a young lady that was so excited as she had a potential job offer as a management level to go work at another location and she was just so excited, the opportunity really.., see something real come out of Riviera Beach for a change.

I just wanna say thank you and keep this entire Board and the Mayor, involved with the process so we can support you as you help bring this opportunity to Riviera Beach. It's to my understanding that there's a potential that the Governor may come to R'.., uh, the Wawa location. That's [stammer], I was told that's one of the things that's in the workings.

MR. T. DERITA: Right. We'll be opening, we'll be opening the three sto'.., what Wawa tries to do is they try to open three to five stores at the same time, the same day. The Governor has been invited, the Governor has accepted. We don't know which store he's gonna go to.

CHAIRPERSON DAVIS: Mhmm.

MR. T. DERITA: I don't think he can come to all three.

CHAIRPERSON DAVIS: Okay.

MR. T. DERITA: But now that we're gonna notify him that Riviera Beach is the training center, maybe we have a better opportunity. He was just here, I believe, earlier this week but, uh, you know, this is another opportunity for us to get our name out, for people to understand what Riviera Beach is.., happening and yes we are moving forward.

CHAIRPERSON DAVIS: Let the...

MR. T. DERITA: Thank you very much.

CHAIRPERSON DAVIS: ...record reflect the Mayor is here. Mayor, you wanna say anything?

MAYOR MASTERS: No. Just glad you're here.

CHAIRPERSON DAVIS: Thank you.

MR. T. DERITA: Thank you.

MAYOR MASTERS: Thank you.

CHAIRPERSON DAVIS: Alright. Mr., Port Commissioner Peyton McArthur.

[Inaudible dais background comment]

MR. P. MCARTHUR: Good evening. Peyton McArthur, Port of Palm Beach District. It's nice to be with you again this evening. Wanted to.., just a couple things. First, many of you were able to join us for one or more of the events when the Cuban delegation was here. We'd like to thank you very much. The reason we invited the Cuban delegation was because business would help.., not only help the Port but hopefully it would bring jobs.

Speaking of jobs, I had hoped to have really good news for you tonight...

MAYOR MASTERS: Mhmm.

MR. P. MCARTHUR: ...but I'll have to settle for, um, tentative good news. At the previous Port meeting, we met with the owners of the Grand Celebration, the new owners. They have a, um, a call center that was with the original ship when it was in Port Everglades and they had a lease in Fort Lauderdale. Their lease is up, I believe, in May. We have directed Port Staff to incentivize them to move to Riviera Beach. We have [pause], spared no effort. I think we're putting together an, an awesome package. I honestly don't see how they can turn us down but they were also at that meeting when we gave Staff that direction and we, um, emphasize how we wanted those jobs to go to the City of Riviera Beach. So hopefully, in a future meeting, I'll be able to tell you the call center is moving to Riviera Beach.

And finally, it's been over a year since we had our first meeting of our two meeting plan for our interlocal agreement. Mr. Busha has sent both of us letters. We would really like your assistance, we'd like to get that one off the board. You were talking earlier about your Charter. I hope your Charter goes easier than our Charter and our Charter is simple and it's been... Of course, our Charter has to be approved by the state and it's been arduous.

Anyway, that's all. I wanted to thank you for everything and we look forward to working with you. If you have any issues you need to.., for me to take back at the Port, anytime, I'll try to be here as usual the first meeting of every month. Um, when we did our reassignments and our reorganization, I asked for the privilege of representing the Port at the City of Rivera Beach again and they granted me that request.

Thank you very much.

CHAIRPERSON DAVIS: And just to let you know, we're, we're gonna.., I'll ask the colleagues to look at a, a meeting that.., a date, maybe in March or April that we can talk about our interlocal agreement with the Port.

MR. P. MCARTHUR: That would be wonderful.

CHAIRPERSON DAVIS: So, we can go on ahead and figure out where we're gonna meet, whether it's gonna be here or at the Port.

MR. P. MCARTHUR: I think..., you hosted the first one, we're supposed to host the second one.

CHAIRPERSON DAVIS: Okay.

MR. P. MCARTHUR: Thank you.

CHAIRPERSON DAVIS: Thank you, sir. Mr. William McCray.

MAYOR MASTERS: [Inaudible whispering].

MR. W. MCCRAY: William McCray. There was a sewage leak that was reported in the news yesterday that contaminated the Lake Worth Lagoon and part of Singer Island, and also, fresh water sources. That contamination on a person getting in the water could comp'..., compromise their health. If they have a compromised immune system, they could die. If they're healthy, they could die. Um, it also compromises the tourism industry on Singer Island if people hear about sewage contaminated water. That's something..., when a police officer shoots someone, it's a bad shoot. The public expects and wants a prosecution and/or a termination. When something like this happens, the public expects a possible prosecution and/or a termination. We demand accountability for this kind of malfeasance. Now that's nothing. What's gonna happen i'..., when we have an accident of 420,000 gallons of chlorine? Not bleach, chlorine, much more concentrated and dangerous. If there is a spill, people will die. Don't expose our vulnerable citizens. As a matter of fact, it'll be built right next to some of the most socioeconomic and politically disenfranchised citizens in the City. But, if a disaster occurs there, terrorism or whatever, an accident, not only will they die, it will contaminate this entire City. And it appears that the City is trying to do an end run with, uh, with the Planning & Zoning Board but that's not gonna work. State officials, county officials, other publicly elected officials don't want this. The people don't want this.

I don't make threats, I make promises. If this passes, whoever votes for it, you have a glass'..., grassroots movement out here, I will get with them and any other elected officials and I will do my best to get..., make sure that you commit political suicide and that you are unelected. We will come after you and if we don't get it done the first time, we will get it done the next time. We will help anyone who runs against you. Commissioner Pardo, you would not allow this in Singer Island. I heard some people last commission meeting said that they would want it in Singer Island, or allow it. I want you to fight just as hard as you would to keep it out of this City as hard as you would for Singer Island. It's only fair. It's a disaster.

We want jobs? I love Wawa. Those are the kind of jobs we need. We need other jobs. If we wanna fight for something, let's get some, some housing..., affordable housing in the City of Riviera Beach because housing is getting priced out in Palm beach County.

At the last commission meeting, I heard Attorney Degraffenreidt say that it was sacrosanct that there's no liability on the City. I disagree. It's sacrosanct. You said, you said that with Fane Lozman's houseboat and you lost. Listen, laws were made to be changed, they change all the time. Liability is there, don't be deceived...

[Beep]

MR. W. MCCRAY: ...with legal judo and mumbo jumbo. Okay? It's ridiculous. Environmental racism should not be tolerated in this City with black elected officials, and white ones, it should not be tolerated. It is ridiculous you wanna put in incinerators, garbage dumps and now you wanna put chlorine in our City and risk our citizens. It is ridiculous, don't let it happen, there will be a political price to pay. I will do my best, work my hardest to ensure that heads will roll, you will not be reelected and I will fight, and fight to the end.

Thank you.

CHAIRPERSON DAVIS: Ms. Margaret Shepherd.

[Inaudible dais background comments]

MS. M. SHEPHERD: Margaret Shepherd, Riviera Beach. I thank you, Mr. Jones for putting the books over in the library. It gave me an opportunity to read a small piece, it talked about the Concerned Mothers and someone was thanking me about the Concerned Mothers but I know nothing too much about the Concerned Mothers but this summer, I guarantee you, I will be working with them very, very hard to make sure those children get to their destinations. I enjoy seeing Ms. Jones and Suzette [sp], Ms. Hall and Mrs. Matthews and all them work with those children so I'm just working to learn their system. I do sit with the, um, Southside Coalition. That's the part that I really play.

Mr. Danny Jones, I was over here the other day. Consistently, the City trucks are parked on the sidewalk. Consistently. There should not be any trucks parked on that sidewalk because people come in and out that runway and the young man was very rude to me. He told me to go walk on the other side. So, I did leave that with your office.

It's something that's kinda disturbing to me and I'm really trying not to say too much about it but, and I guess I should be talking to Scott Evans about it, there's about to be an uprising over with the Ambassadors. Consistently, they have stopped me to talk a little bit about it. I think it's the gentleman that's the supervisor initiating some type of, uh, fight. I'm not sure what's going on. I think that, Ms. Hubbard, that's something I think you really need to listen to. They're only making \$12 an hour and this, if this guy is inciting a riot over there, it'd like to be a fight. If I'm listening to them correctly, and one person did not talk about it and I was trying to keep it very, very low until I talk to Scott about it to go in details but it's something with the Ambassadors. This elected body should be looking into it, give the direction to Mr. Danny Jones.

And, once again, I personally [chuckle], don't wanna sit on Charter review. I do sit on Planning & Zoning. I take it very serious. I don't just read my paperwork, I go over and listen to it, and I, I, just take it serious. I also sit as a volunteer over at the Riviera Beach Housing Authority 'cause I was the second to the last to leave. I think everybody, um, know Ms. Nina Fields. J.R.'s mother. It was me then J.R.'s mother so I consistently,

when they're falling to the cracks, I can show them pictures and make them understand. It is going into building pretty soon and that's my passion, that's what...

[Beep]

MS. M. SHEPHERD: ...I love, is to make sure that only the children..., senior citizen, veteran's and people that really don't have, have a place here in this City.

Thank you, Mr. Chair.

CHAIRPERSON DAVIS: Thank you. Next, we have Ms. Suzanne Allen.

MS. S. ALLEN: Good evening. Suzanne...

CHAIRPERSON DAVIS: Good evening.

MS. S. ALLEN: ...Allen. 1250...

MAYOR MASTERS: Good evening.

MS. S. ALLEN: ...West 3rd Street. I like to give the honor to God for being first in my life.

MAYOR MASTERS: Mhmm.

MS. S. ALLEN: And I, I wanna speak on behalf of the Community Center on 5th Street in Riviera Beach. I wanna give you a little history behind that. We ha'..., we started with a group of ladies, the Concerned Mothers and the Southside Coalition. At our Southside Coalition meeting, we have the Code Enforcement, a police officer and a Councilperson and Cedrick Thomas was that Councilperson when we first got this vision together, amongst ourselves for to help better the children in Riviera Beach. What we decided, we needed a building, somewhere where we could go and be out of the weather, where we can have classes with the children as we do our 10 weeks of vacation Bible school. So we got the idea and gave it to Councilman..., ex-Councilman Cedrick Thomas and he said, 'Okay. I'll tell you what, let me get back with you all and we'll see what we can get.' Okay. He came back and we needed to let you all know that we were truly, truly dedicated to this idea and we wanted to move forward on this idea. So, the ladies, we're not young ladies, we're a little older in age, we got petitions and we walked and got names from residents that wanted it or the ones that didn't wanna..., didn't want it that signed our petition...

[Inaudible background comment]

MS. S. ALLEN: ...and we had plenty of pet'..., [stammer], of signatures and we let Bishop Master' also know about this. Okay? Then it was..., the idea was put out and Cedrick came back with some plans, some drawings of the building and everything. We all was excited and, like we told him, don't tell us something that you're not gonna do.

CHAIRPERSON DAVIS: Mhmm.

MS. S. ALLEN: Okay? So, after that, um, at the next meeting, we all discussed it and then we went to the Zoning Board, they passed it, we came back to the Council and the Boa'.., and you all passed it. So now, what we want, is don't push us back. Don't push us back. Keep going. Whatever it takes to get this building put up in Riviera, on the south side, please do that. We have meetings every third Friday and we discussed problems in our area with the Code enforcers, the police officer, Captain... What's his name?

UNK. AUDIENCE: Captain Myers.

MS. S. ALLEN: Myers. He's always there and he's helping us with every'.., every problem.

[Beep]

MS. S. ALLEN: And, to all you Council people, we are graciously appreciative of you all.

Thank you.

CHAIRPERSON DAVIS: Thank you. Ms. Charlotte Darville.

[Inaudible dais background comments]

CHAIRPERSON DAVIS: I'm sorry. [Inaudible].

MS. C. DARVILLE: Good evening, Council.

CHAIRPERSON DAVIS: Good evening.

MS. C. DARVILLE: Charlotte Darville on West 20th Street. The public should be heard. We pay taxes and support you and also pay your checks. I have lived here for 47 years. [Pause]. Slowly, I have seen this City disintegrate. There is so much crime and gangs, corruption in this City. It's horrible. I'm ashamed to tell anyone that I live here. [Pause]. We the people need to know what is going on in the City and where our tax money is going. [Sigh]. [Pause]. People generally.., genuinely care about Riviera Beach. I would not still be here if I did not. [Pause]. Politics are controlling this City. The people should be controlling the City, along with the Council. [Pause]. If the people on.., that is employed by the City [stammer] of Riviera Beach cannot do a job correctly, then they should leave. [Pause].

I would still like to know about the repaving of my street. I still have not heard anything, it has been four months now, it has been 47 years. And it think it's time for something to be done. Not to sit up there and roll your eyes. [Pause]. It's nice that you can spend almost \$137,000 on lighting on Singer Island but you can't do one lousy street. If I was employed by the City, I'm sure that I would have 'em. And that's a fact.

[Pause]

MS. C. DARVILLE: Okay.

[Beep]

MS. C. DARVILLE: Trial basis with time comes 30 days to 45 days for a contract. That's how a lot of companies do it, that way if the person is not doing their job, then they're not responsible for paying off that contract. And as far as what the person was saying about the Code Enforcement, I would like to know if Code Enforcement is writing anything up? Whether what you voted on was for two years, for anything, or are they just to give people time to repair their homes?

CHAIRPERSON DAVIS: Thank you.

MS. C. DARVILLE: Thank you.

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON DAVIS: Ms. Bonnie Larson.

CHAIR PRO TEM MILLER-ANDERSON: Mr. Chair.

CHAIRPERSON DAVIS: [Stammer]. Yeah. Vice Chair.

CHAIR PRO TEM MILLER-ANDERSON: I wanted to address.., I, you know, after the last meeting, I spoke with Ms. Darville, as well as Mr. Brent and Mr. Jones, you have an update?

CITY MANAGER JONES: Yes. Mr. Johnson will provide Ms. Darville with a letter providing her with an update as to where her street is on the Capital Improvement Plan. Currently, funding has been allocated for her street.

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON DAVIS: Mayor. Ms. Bonnie Larson, you can head this way as the Mayor talk. Go ahead.

MAYOR MASTERS: Just briefly. I just wanted to make sure I heard Ms. Darville correctly. She's been a resident, been living for so'.., 47 years. Is that what she said? So, she's going into the 48th year soon.

Thank you.

UNK. AUDIENCE: [Inaudible].

CHAIRPERSON DAVIS: Okay. Ms. Mary Brabham. And then Mr. Lloyd Brown will be the final card.

MS. M. BRABHAM: Ms. Mary Brabham, Riviera Beach. On February the 9th at 6:30 p.m., this was published in the Palm Beach Post on, on January the 29th and what this City does, nobody looks at the Daily Law Journal where all your public, like, filing for divorce or whatever there is because it's always in small printing because, for people who don't read, they would never know this here but for we readers, we know. And this is one of the trickeries that this City here does. It did not used to post this like this. It, it used to be posted in the Palm Beach Post. Am I correct, Ms. Pardo? She's up there shaking her head because it's true.

COUNCILPERSON PARDO: Absolutely.

CHAIRPERSON DAVIS: Ah.

COUNCILPERSON PARDO: In Section [inaudible]...

MS. M. BRABHAM: And, even in the local part too so that no one is left in the noo'..., in, in the loop and this is what this City has been, been doing. A Resolution for special exception, they're asking for a special exception. Just like with the junkyard.

MAYOR MASTERS: [Chuckle].

MS. M. BRABHAM: This shouldn't have never have been entertained. This is why the residents are so angry.

[Inaudible background comment]

MS. M. BRABHAM: This should have never been entertained. But, guess who' leading the charge? Mayor Michael Brown. Michael Brown is leading the charge. He was elected in 1999 and in 2000, he started the most massive eminent domain in the history of this City.

[Inaudible dais background comments]

MS. M. BRABHAM: Fox News, Sean Hannity, they camped out in our City for days because of the disruption of the low minority and the minority people, in this City. Yes, he did. He did that. He was the labeled the worst mayor in the country. You do not have a Florida Councilmen Chair, not yet. Those gr'..., that green folder does not belong to you. You, you and the Mayor, you all will get yours. But who'ever name is on the front of that folder there, you have names on the front of those folders there.

Thank you.

[Inaudible dais background comments]

MS. M. BRABHAM: I'm asking the residents to come out...

CHAIRPERSON DAVIS: This says, 'Don't share...'

COUNCILPERSON HUBBARD: Tonya's.

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

CHAIRPERSON DAVIS: Lynne Hubbard.

MS. M. BRABHAM: That's Lynne Hubbard.

CHAIRPERSON DAVIS: It says...

MS. M. BRABHAM: It's not...

CHAIRPERSON DAVIS: ...don't share Lynne Hubbard.

MS. M. BRABHAM: Ni, no, no. No, no, no.

UNK: It means, give it to her.

MS. M. BRABHAM: It belongs to Lynne. And I'm asking you all...

CHAIR PRO TEM MILLER-ANDERSON: All our names are on [inaudible].

MS. M. BRABHAM: ...to read your folders because you have more coming.

MAYOR MASTERS: [Chuckle].,

MS. M. BRABHAM: You have more coming.

CHAIRPERSON DAVIS: [Inaudible].

MS. M. BRABHAM: This is only a taste but you have more coming.

CHAIRPERSON DAVIS: [Inaudible].

MS. M. BRABHAM: Mayor Masters and Chair, no disrespect to you but you all got yours, ya'll folders coming too. That's a little bit different. So, it was no discrimination here. But I want the ones who don't know what is going on here.

[Beep]

MS. M. BRABHAM: Read it. And read it well because there's more comin'. We say no and that's what we mean. This shouldn't've never been entertained. If I was a representative up there, I'd be just like Ms. Pardo. You know, these are my residents and this is my City. You don't never involve yourself and line yourself up with...

UNK: Mhmm.

MS. M. BRABHAM: ...something of this nature.

CHAIRPERSON DAVIS: [Inaudible background comment].

MS. M. BRABHAM: You say no. You say no. We want something positive. Michael Brown and Glenn Berry, they were back there then, the same boys. Am I right, Ms. Pardo? [Pause]. Yeah. Yeah. Yeah.

CHAIRPERSON DAVIS: Thank you, Ms. Brabham. Your time is up.

[Inaudible background comment]

CHAIRPERSON DAVIS: Mr. Lloyd Brown. Thank you, sir.

[Inaudible audience comment]

CHAIRPERSON DAVIS: That's why our community's so split.

UNK: [Inaudible].

CHAIRPERSON DAVIS: We won't never have nothing to [inaudible]...

MR. L. BROWN: How ya doin'? My name is Lloyd Brown. I guess you know me.

CHAIRPERSON DAVIS: [Inaudible].

MR. L. BROWN: And, uh, I wasn't here Friday for that meeting. I think ya'll tried to close the curtains and close the doors. There's some people in my neighborhood, some friends I got like that, they think they close the curtains and close the doors, you don't know what's goin' on, [inaudible] they can do all they dirt. But see, but it's like this, you remind me of a football team. You got six coaches, all of 'em disagree on the play so they're not gonna win. And so we, the team, we're not gonna win because our coaches can't even stick together. I heard it was like a thunder dome over here. But, you know, you say, 'Well, it was a special meeting. Well, uh, we put it on the internet,' or whatever. You know, I, I ain't into all that. I got a smartphone but I'm dumb as hell so don't, don't think I'm gonna look at no text, nothin' like that. But I mean, you coulda sent the officer around and told people where the squat box or we're gonna have a meeting over here, a special meeting. That's how you get it around.

And then you're talkin' about these Wawa's out there. There's a million negroes I know over there in Riviera Beach not gonna have a job. So, you talking about 50 people showing up, it's 500,000 probably, throughout Palm Beach County, that's not gonna get a job [sic] these Wawa's. And then you're talkin' about Singer Island. You know what? There, there's so much going on over there you need to put a couple more Dunkin' Donuts over there so the police officers will be over there 'cause they'll be up in North Palm right now and up on Palm Beach Lakes and whatever, gettin' donuts or they' in Kmart buying food. That's why all the crime goin' on. I go up there all the time and I see 'em up on North Lake to the Dunkin' Donuts or they' up at Barbie's up there eatin' breakfast. They got two police vehicles up there and then you be talkin' about you need a raise. And then, if you call 'em up and you got a problem, don't let 'em look your

name up and find out that you' a felon like me then they say, 'Well, oh, he don't know what he's talkin' about, he's a criminal anyway.' They don't even know what a' felonies you got or whatever. And the felony I got was for trynna attempt to purchase drugs but I might as well be on the no-fly list 'cause it's like that's the way they'll treat you. You'd think you were the al Qaeda or somebody the way you run into one of these officers. They look at you, you speak to 'em, they look at you like, 'Oh, what the hell you talkin' to me for?' You know, it's not even, it's not even like citizen..., you know, you're not even a citizen anymore. And like I said, that mean ya'll had Friday..., I mean, you remind me of a friend of mine. You, you can't do things behind closed doors and not let the citizens know.

And you talkin' about..., I'm back to Wawa. You know, you ever go inside those stores? They stink. You know why? Because the health department don't even go in these stores. You got..., talkin' about you want restaurants. Every damn store in the neighborhood is a restaurant. And then, they don't let you use the bathroom. But go behind these stores, you could smell piss all day long and you don't even send the health department in there to say anything to these people. You don't do nothin'. But then you see a brother standing on the corner drinking a beer, there's...

[Beep]

MR. L. BROWN: ...30 police around him. You get a re'..., you get a tag out, you know what happens? It's 10 cars right there behind you, then you got one officer standing there with a flashlight lookin' in your car. Well, my, my taillight out but there ain't no bulb on the floor, what the hell you looking for on my floor for? Treat you like you're a criminal. And then, that's why they're gettin' robbed over Singers Island 'cause they all up on North Lake. I mean, on p'..., [inaudible] North Lake to Barbie's and them restaurant'. You ain't gonna never get no crime solved when you got police officers that don't listen to the public and they look at everybody like every black guy out there is a criminal.

CHAIRPERSON DAVIS: Fane Lozman.

MR. F. LOZMAN: Fane Lozman. First of all, I'd like to thank Mr. Davis for having the proper professionalism and decorum to be the Chairperson. Since you've been the Chairperson, we haven't had any drama between cops and people and screaming and shouting like other Chairperson that somebody went over five seconds. You really conducted yourself remarkably and, and it's so delightful after being here for 10 years to..., to know a Chairperson what he's doing. So, thank you for that, sir.

[Inaudible background comment]

MR. F. LOZMAN: You're an example for anybody who follows in your footsteps.

Um, Captain Joe, Mr. Water Taxi. He's no longer at the City Marina. Why? Because Loggerhead ran him outta there. Loggerhead priced this man out of there so if you wanna go to Singer Island, you can't go Captain Joe. Now, it's my understanding Loggerhead has 12 other marinas. They are allowing their other tenants to come to

Riviera Beach and keep their boat for free because they pay Loggerhead up in Stuart or whatever, then they come to the City Marina and they don't pay anything. And they've also raised the rates. So basically, the recreation [inaudible] that's paid for by the taxpayers, just another scam. Something gets privatized, the rates go up. But you know Captain Joe, Mayor. Why don't you go look into it and see the man who transported a million bu'.., a million people to Singer Island over 20 years, he's not there anymore.

Also, I think somebody said Loggerhead's also taking a piece of people's charter business. Like, if 10 people go out, they take some kind of fee. It's almost like a shakedown. Somebody needs to see if that's true 'cause a lot of the dive boats and charter boats have been run out of there. So there's more to Loggerhead than meets the eye.

Somebody stole my kayak at Singer Island. It was chained to a tree. Somebody stole two of Dan Taylor's kayaks that were chained up. So, there is some theft going on there. Somebody broke, uh, the window to my van. Somebody sunk my floating home based on an eyewitness. You know, there's been a lot of vandalism over on my property, and I know Dan's property.

I'm getting ready. I talked to FP&L about getting a light pole. I'm getting ready to develop my property. Okay? I have been threatened by that woman, on the Planning & Zoning Board, that she's gonna stop my project, she's gonna run me out of town. Okay? I pay taxes. This woman does not own any property. I pay for my own food. She's on food stamps. That's fine but the point is, she should not be making decisions regarding projects worth tens or hundreds of millions of dollars when she has no skin in the game. She threatened a Board Member, Planning & Zoning, where he actually went to get a restraining order against her. She is mentally unstable and should not be representing this City on the Planning & Zoning Board. You can go pull the court file for the restraining order, you can talk to me. She shouldn't be on the Board. She was put on the Board by a guy who admitted he had committed a crime, Cedrick Thomas.

CHAIRPERSON DAVIS: Mm.

MR. F. LOZMAN: I want her off the Board.

Um [pause].

[Beep]

MR. F. LOZMAN: That's all I have. Thank you.

CHAIRPERSON DAVIS: Alright. That's, that's the end of public comment...

COUNCILPERSON HUBBARD: [Inaudible].

CHAIRPERSON DAVIS: ...at this time.

DISCUSSION BY THE CITY MANAGER

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

CITY MANAGER JONES: The only thing I have is I'd like to inform the Council that PBA will hold their vote tomorrow.

COUNCILPERSON PARDO: Oh, excellent.

CITY MANAGER JONES: And, depending on the outcome of that vote, we'll have it on the next Agenda for ratification by the Council, the contract.

CHAIRPERSON DAVIS: Okay.

MAYOR MASTERS: Mr. Chair, I have a question for the Manager.

CHAIRPERSON DAVIS: Go ahead.

MAYOR MASTERS: Is this the time to do it?

CHAIRPERSON DAVIS: Mhmm.

MAYOR MASTERS: Could you look into the, the Captain Joe situation? [Stammer] is he gone completely? 'Cause...

CHAIRPERSON DAVIS: Yeah. He's gone.

MAYOR MASTERS: ...I know he's been there for many, many years. Is it anything...

CITY MANAGER JONES: Uh...

[Inaudible dais background comment]

CITY MANAGER JONES: I can provide the Council with an, a written update...

MAYOR MASTERS: Up'...

CITY MANAGER JONES: ...as it relates...

MAYOR MASTERS: An update?

CITY MANAGER JONES: ...to Captain Joe. Yes.

CHAIRPERSON DAVIS: Yeah. He's been gone.

MAYOR MASTERS: Right.

CHAIRPERSON DAVIS: For some time.

MAYOR MASTERS: Thank you, Mr. Chair.

CHAIRPERSON DAVIS: Mr. Jones, you had any other, [inaudible] updates? Okay.

DISCUSSION BY CITY ATTORNEY

CHAIRPERSON DAVIS: So, discussion by the City Attorney.

CITY ATTORNEY DEGRAFFENREIDT: [Inaudible].

CHAIRPERSON DAVIS: Could you please speak to the mic?

CITY ATTORNEY DEGRAFFENREIDT: What I wanted you to consider, you can't consider because it's not pending litigation.

CHAIRPERSON DAVIS: Okay.

CITY ATTORNEY DEGRAFFENREIDT: It's something we were able to resolve presuit so I have to talk to you individually about it.

CHAIRPERSON DAVIS: Okay. Thank you, sir.

CITY COUNCIL COMMITTEE REPORTS

CHAIRPERSON DAVIS: City Council committee reports. Anyone have any reports they wanna give at this time? [Pause]. Here none. Okay.

STATEMENTS BY THE MAYOR

CHAIRPERSON DAVIS: Statements by the Mayor.

MAYOR MASTERS: Thank you, Mr. Chair. I, I was in the office. I, I did hear Mr. Earl Davis, my, my good friend comments and, um, whoever this person was or is that said this as it relates to the Mayor telling someone not to cut their grass or the whatever, the t'.., bushes, please, Mr. Davis, have that person call [chuckle] call me 'cause I need to know exactly what that person is talking about. And as far as the liens, I don't even know anything about it one way or the other. I know it's come up and I, I know but I, I don't, I don't know what's going on with it, one way or the other, whether the Code people are doing their jobs now. At some point, I, I hope that we do get some clarification because I, I don't know. I just.., I've heard about it. I know we passed something but then that's all I've heard so I would not.., I'm not in a position to even talk on it one way or the other but I do encourage everybody to keep their property up. It's just the right thing to do. And we want to be good neighbors.

Two quick announcements. One is, we're in the process of putting together... Well, let me just say this about Mr. Brown, I want him to, uh, many times, sometimes people look down on other people because they may not be dressed like we are or they may not be

able to articulate their issues but I want him to feel that we care. And, um, if we don't have a phone number, I'm happy to get his number and call him personally, uh, when there is a meeting. I mean, he..., he's a citizen and a resident like, um, like anyone else and I, I want him to be treated with respect like we would respect anyone. And I want him to know he's, he's brilliant. He's not dumb...

[Inaudible dais background comment]

MAYOR MASTERS: as hell, as he said. So don't think that, Mr. Brown. The other thing I want to announce that we're putting together a, a job fair and Mr. Brown, you may be interested and if you know some people who are, what we used to call ex-felons. We don't use that terminology anymore. Returning citizens. We're putting the job fair together only for returning citizens who have been incarcerated, convicted of a crime and are having trouble and problems and challenges getting jobs. We're going to be dealing with employers who will be committed to putting returning citizens back to work.

We also want to announce that Black History Month has started and, as you know, the Mayor has taken the lead in the past and the, the M'..., the, um, what do we call you now? What, what?

CITY MANAGER JONES: Mr. Jones.

MAYOR MASTERS: Mr. Jones, has agreed that I will continue to deal with the month of February as far as Black History. So, we will be having different activities. Of course, you know about the Thursday night concert. We have a live, five-piece band and others, poets, a little fashion show. Got a lot of stuff happening. There will African American art and other kinds of things to commemorate the shortest month in the year, Black History Month.

Last, but not least, the demonstrations and the community protests, which I'll be very much involved in, will begin next week as it relates to 'No Bleach on my Block.' So, those of you who are..., who believe in direct pressure, direct protest, direct dem'..., [stammer] demonstrations, as we did for months at Stonybrook, we'll just move one block..., one, one place..., one next door. And it should be starting next month. Ms. Brabham and others, I'm sure you would like to know and please help spread the word that we are prepared to start the weekly demonstrations right there. 'No Bleach on my Block.'

Thank you, Mr. Chair.

CHAIRPERSON DAVIS: Alright. Vice Chair Miller-Anderson, you got any updates?

CHAIR PRO TEM MILLER-ANDERSON: No. I don't have anything at this time.

CHAIRPERSON DAVIS: Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: Yes. I would like to thank the Lone Pine community for allowing us to host the second Listening Tour this past Saturday. It was attended very nicely. We got off to a late little start but it was very productive and we got information with regards to their concerns. There was an issue that was addressed and that will be addressed by way of a meeting with Commissioner Mack Bernard who's the District Commissioner, the County Commissioner, myself and the homeowner's association with regards to the widening of Haverhill Road but it was wonderfully attended. We got some good feedback and we will be.., be providing an update to that community. So, thank you to the community members that came out of Lone Pine and a very special thanks to Staff that was present and helped that day to be a success.

And, uh, I want to also invite the public, we are.., you're invited cordially to attend Love is in Bloom in the community garden. It is a pre-Valentine celebration. The purpose of it is really to show you the community garden, what it has to offer and what we intend for it to be. So we want you to come out, enjoy a little nushing [sp], a little libations and just networking, food and fun.

Thank you.

CHAIRPERSON DAVIS: Thank you. Councilperson Hubbard.

COUNCILPERSON HUBBARD: Yes.

[Inaudible comment]

COUNCILPERSON DAVIS JOHNSON: Oh, I'm sorry. The date is Friday, February 10th from 6:00 p.m. until 9:00 p.m. in the community garden at 1010 West 10th Street. We'd...

[Inaudible audience comment]

COUNCILPERSON DAVIS JOHNSON: ...love to see you there. It is the absolute best street in town.

[Chuckles]

COUNCILPERSON DAVIS JOHNSON: Yes, it is. And this is an adult only event. So, thank you.

CHAIRPERSON DAVIS: Is that right?

[Inaudible dais background comments and chuckles]

COUNCILPERSON HUBBARD: On Tuesday, yesterday, the 31st, we had a, a forum where youth were invited from all of the schools, the junior high and the high schools in Riviera Beach. We had 10 students from each school to come out and to talk to us about what they thought were some of the real solutions on the spike.., to deteri'.., to deter some of the spike in violence that we've been having here in the City of Riviera

Beach. We partnered with Chief Clarence Williams and the police department and Ms. Jeanette Marshall from Healthy Neighbors, a new initiative, a partner here in Riviera Beach. We were able to get information from the kids that we might not have thought that they were thinking about and three of the main things that children talked about was recreation. They felt like we needed more programming, more activity and the recreation department and center needed to be opened longer than it was. The second thing that the kids spoke about was jobs. They're..., they are all looking for jobs, they want to have jobs and, um, as we talked about earlier, I'm hoping that through the, uh, through the City Manager and my colleagues, that we are able to do the Summer Youth Employment Program, you know, with a minimum of 300 children employed as a..., up to 500 children. If we hire two job developers now, those persons can go out and identify positions for those kids. And the kids felt that that was a really big deal and that was important, that with summer coming about, that if they were all able to get jobs, that would help deter some of the crime. So, I wanna thank the principals in the school..., that, that have our children in the schools of Riviera Beach and outside of Riviera Beach. I wanna thank all of the children that participated, the Chief, the Chief and his staff was phenomenal. They were the scribes and we also had..., we also had Ms. Jeannette Marshall, as I said. She was the facilitator of the event and everything went beautifully. And again, thank you to, to, to all. We are working toward real solutions to deter some of the violence that's taking place in our City among our youth.

MAYOR MASTERS: Wonderful.

CHAIRPERSON DAVIS: Thank you.

COUNCILPERSON DAVIS JOHNSON: Wonderful.

CHAIRPERSON DAVIS: Councilperson Dawn Pardo.

COUNCILPERSON PARDO: Thank you. Mr. Jones, did we get the results back from the testing that we did in the Lake Worth Lagoon yesterday morning?

CITY MANAGER JONES: Yes. We received the results a back and I, I don't have 'em here in front of me. Mr. Perry, are you able to provide us with an update? We did testing on two separate occasions now.

INTERIM EXECUTIVE DIRECTOR PERRY: We, we ...

COUNCILPERSON PARDO: So...

INTERIM EXECUTIVE DIRECTOR PERRY: ...did receive the results back today and it, it appears to be all clear but until we get a clearance form DEP, we won't post anything and... 'Cause they might require us to do additional testing but we received the results today and everything was clear.

COUNCILPERSON PARDO: Okay. So then, what's the next step? Did you notify DEP? Will DEP go out there and do their own testing?

INTERIM EXECUTIVE DIRECTOR PERRY: DEP was notified this afternoon so we're waiting on a response from them. They can either tell us to test again just to be on the safe side or they can give us the all clear. As soon as they give us the all clear, we'll post something and have [inaudible] send it out to all the citizens notifying them.

COUNCILPERSON PARDO: And the media?

INTERIM EXECUTIVE DIRECTOR PERRY: That's correct.

COUNCILPERSON PARDO: Okay. Thank you. And then...

CHAIRPERSON DAVIS: [Inaudible background comment].

COUNCILPERSON PARDO: I'd like to addre'... Oh wait. Before I address Ms. Larson. If there are any seniors, high school seniors out there looking for scholarships, the Palm Beach County League of Cities is currently taking applications. They'll be taking applications through February 10th. You can go on League of Cities dot com and all the information is there. So, I would encourage you guys, if you need scholarships, please do that.

And then, Ms. Larson, so, you've been bringing up the fact that the Governor..., every time the Governor comes to town, you've been asking about it. So, first of all, very rarely does the Governor invite the public when he's going into a business. So, the Governor was here two weeks...

CHAIRPERSON DAVIS: [Inaudible].

COUNCILPERSON PARDO: ...ago and eh was Lockheed Martin and he went to Lockheed Martin because..., a couple of reasons. Lockheed has received state funding and federal funding for different programs. And then also, they have a STEM program and, when the Governor was here, he was talking about initiatives and tax deduct ions that he was proposing for college students. So that's why he went to Lockheed. And FAU was there. All of their interns were there and the high school children that they mentor in science, technology, engineering and math. So that's why the Governor went there. And, you know, there was some elected officials who did attend, along with Professor..., not professor, Dr. Kelly who is the, the head of FAU.

And then last week, the Governor went to Baron Signs and the Governor, for the past couple of years, started pushing for tax incentives and deductions for manufacturing companies. So, he went to Baron Signs and we all know that they are a manufacturer. And again, he announced some incentives that he's trying to get passed in the budget and I believe we had Staff there, the Chair was there.

CHAIRPERSON DAVIS: Yeah. And...

COUNCILPERSON PARDO: So...

CHAIRPERSON DAVIS: ...I saw it on the news that morning.

COUNCILPERSON PARDO: Right.

CHAIRPERSON DAVIS: That's how I found out about it.

COUNCILPERSON PARDO: Right. So a lot of times also, we don't get notice, um, you know..., when do we get notice? A day or two. We're lucky if we get two days...

CITY MANAGER JONES: Two days notice.

COUNCILPERSON PARDO: ...notice.

CITY MANAGER JONES: Yeah.

COUNCILPERSON PARDO: So, you know, I apologize, Ms. Larson, that, you know, the public hasn't been invited to it.

[Inaudible dais background comment]

COUNCILPERSON PARDO: But, maybe the next time he's here, I'll ask if I can bring a guest and you can be my guest, if you would like that.

CHAIRPERSON DAVIS: [Inaudible].

COUNCILPERSON PARDO: And then, just so you're aware also, the Governor has been to the Riviera Beach Marina. He's been there several times. He was there before we did the demo and he's been there, he was there while the, while the new construction was going on and he was there after the construction. And, before he left Riviera Beach two weeks ago after his announcement at Lockheed Martin, he did go to some of the Marine businesses to see their expansions.

So, you know, the Governor has been to many of the businesses in the City of Riviera Beach. And if you recall, when he was first elected, he came in here. He came to City Hall and met with Staff. Remember? He was here a good hour and a half and then he got a tour of the entire City and because of that tour, the next budget year, he gave us money to redo 13th Street, which was vacant. The only manufacturing business on 13th Street at the time was Baron Signs. And once we did all those infrastructure improvements, new businesses came in.

So anyway, I just, you know, I just wanted you to know, Ms. Larson. And, you know, the next time he's here, we'll make sure that we give you an update on it.

Okay, sir. That's all I have. Thank you.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Chair Davis? After you, can you...

CHAIRPERSON DAVIS: Go ahead.

CHAIR PRO TEM MILLER-ANDERSON: ...come back to me for a second?

CHAIRPERSON DAVIS: Go ahead, go ahead. I'll wait.

CHAIR PRO TEM MILLER-ANDERSON: I, I thought about it when Ms. Hubbard spoke about the children mentioned about the gyms. The Mayor had the midnight basketball on last Friday and it was very well attended and I wanted to see if Mr. Blankenship would just give a little overview...

CHAIRPERSON DAVIS: Yeah. I was gonna ask him...

CHAIR PRO TEM MILLER-ANDERSON: ...as to how it was.

PARKS & RECREATION DIRECTOR BLANKENSHIP: Good evening, Council.
Richard Blankenship, Parks & Recreation Director.

MAYOR MASTERS: Good evening.

PARKS & RECREATION DIRECTOR BLANKENSHIP: We did ha'.., rekindle, if you will, the midnight basketball last Friday. We had in excess of 250 people in attendance. We've got a solid 10 teams and I gotta hand it to my Staff because they literally beat the bushes to get these teams to come out, uh, going into neighborhoods and, and making contact and calling folks. They were calling people on Friday reminding them that we had midnight basketball and, and it paid off and I, I gotta give kudos to my Staff because they did a great job.

It is every other Friday night at Wells. And, to your point, Ms. Hubbard about what you heard yesterday, we are gradually expanding the hours of the gyms. We want them to become a, a nesting place like they were many years ago that I hear from people that grew up around here, that that's where they, they hung out and that's where their, their best memories are. So, over the course of time, you'll see those hours expanding. We've already expanded 'em four hours a week in the last couple of months. So that will continue to go.

CHAIRPERSON DAVIS: Mr. Blankenship, what are the age.., what is the age for the midnight...

PARKS & RECREATION DIRECTOR BLANKENSHIP: The midnight basketball right now, it is 17 and up. We will start a women's league, uh, girl [pause], Fe'.., I don't know, February 17th I believe and then we will branch out into a younger age group.

CHAIRPERSON DAVIS: Okay.

PARKS & RECREATION DIRECTOR BLANKENSHIP: Um...

MAYOR MASTERS: They're the alternate nights, right?

PARKS & RECREATION DIRECTOR BLANKENSHIP: Alternate, alternate...

MAYOR MASTERS: [Inaudible]...

PARKS & RECREATION DIRECTOR BLANKENSHIP: ...Friday nights.

MAYOR MASTERS: ...from 12 to 16?

CHAIRPERSON DAVIS: Could, could you,, the next meeting be.., come and give us, like, an update on the spring programs that are getting ready to happen?

PARKS & RECREATION DIRECTOR BLANKENSHIP: Sure.

CHAIRPERSON DAVIS: So that the folks can start, you know... Income tax time is here, folks have money. Let's try preregistering folks while we have some money.

[Chuckles]

CHAIRPERSON DAVIS: I'm sorry, no. 'Cause, you know, we take our money and we buy cars. You know, we need to start taking advantage of the registration for football and all these programs for next year. Let's spend the money properly while we have it. So, it's best that we get this information out now instead of waitin' 'til the last minute.

PARKS & RECREATION DIRECTOR BLANKENSHIP: And, and on that note, the F16 Chargers track club starts Monday night...

CHAIRPERSON DAVIS: Okay.

PARKS & RECREATION DIRECTOR BLANKENSHIP: ...at Wells and we start football registration February 13th.

CHAIRPERSON DAVIS: Alright.

CITY MANAGER JONES: RBI baseball?

PARKS & RECREATION DIRECTOR BLANKENSHIP: RBI baseball, we've been designated as a.., revitalizing baseball [inaudible] intercity affiliate for major league baseball.

MAYOR MASTERS: Okay.

PARKS & RECREATION DIRECTOR BLANKENSHIP: We don't know who will we'll be affiliated with. There are not many communities in the country that have four major league teams training within five minutes of them so it could be any one of those four or it could be the Marlins.

CHAIRPERSON DAVIS: Okay.

PARKS & RECREATION DIRECTOR BLANKENSHIP: Uh, but we will know that very soon but we are an RBI affiliate which means that we.., they.., that major league

baseball will provide us with a lot of support and equipment and training and camps and clinics and that type of stuff.

CHAIRPERSON DAVIS: Oh, that's cool.

CHAIR PRO TEM MILLER-ANDERSON: Very good.

CHAIRPERSON DAVIS: Thank you.

CHAIR PRO TEM MILLER-ANDERSON: Good.

MAYOR MASTERS: Also, Mr. Chair, one of the teams that we have in the basketball is Ston'..., we have a team from Stonybrook...

CHAIRPERSON DAVIS: Yeah. You told me.

MAYOR MASTERS: ...participating.

CHAIR PRO TEM MILLER-ANDERSON: [Chuckles].

CHAIRPERSON DAVIS: [Inaudible]

MAYOR MASTERS: I'm proud of that.

CHAIRPERSON DAVIS: Yeah. You playing with 'em?

MAYOR MASTERS: You know, I can shoot a little bit now.

CHAIRPERSON DAVIS: Alright.

MAYOR MASTERS: [Chuckle].

CHAIR PRO TEM MILLER-ANDERSON: You missed the one that [stammer]...

CHAIRPERSON DAVIS: [Chuckles].

CHAIR PRO TEM MILLER-ANDERSON: ...[inaudible] when I watched.

MAYOR MASTERS: Ms. Anderson there. She...

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Not on the court.

CHAIRPERSON DAVIS: Well, thank you. Alright. Thank you, Mr. Blankenship.

PARKS & RECREATION DIRECTOR BLANKENSHIP: [Inaudible].

CHAIRPERSON DAVIS: Appreciate everything that you do. Um, real briefly, Mr. Earl Davis talked about cars on the side of the road and Code Enforcement issues. I would like to hear from, maybe the next meeting, Natalie Moore to come and give a update on what's going on in that particular side of town so that we know what Staff is doing, so the public can know. If they're asking the question, we give them the information.

I would like to say also to people hear in Riviera Beach, tomorrow the State Attorney is having a restoration rights.., is that tomorrow? From.., is it 10:00 to 3:00, Mr. Jones?

CITY MANAGER JONES: Yes.

CHAIRPERSON DAVIS: 10:00 to 3:00 at the State Attorney's office on the first floor near the cafeteria, if [inaudible] corrected. So, if you wanna get your rights...

CITY MANAGER JONES: I'll look it up on [inaudible].

CHAIRPERSON DAVIS: Okay. Mr. Jones gonna look to verify but I know it is tomorrow at the State Attorney's office on the first level. So, if you wanna get your rights restored, we'll get the actual time correct for you for tomorrow.

Another thing I wanna say, congratulations to a group of young men who had the chance to participate on National Signing Day and a lot of these young men participated in our Riviera Beach Charters program and they're getting ready to go off to college so let's follow them and wish them well. We had Emmanuel Israel, who signed with FAMU, LaVon Barnett, FAMU, Antoine Lewis, FAMU. So we're on a comeback at FAMU.

[Chuckles]

CHAIRPERSON DAVIS: Raven Saunders, North Carolina State. His mother was here earlier. Lamar Carter, he enrolled early at University.., from Palm Beach Gardens, he's going to the University of Miami, has a chance to start free safety as a freshman and he's an all-academic 3.7 GPA. Jamal Gates, he's a political science major, also from Riviera Beach that's going to FIU and Jacari Moses to Western Kentucky. So, if there's anyone I missed, please provide us the information so we can make sure we let the public know, you know, that you all do receive care packages 'cause I know what it's like when you go to college, you know, those cookies and those cakes and little gifts really do help. But, congratulations on your efforts and for your hard work.

One other thing, Mr. Jones, did you find it?

CITY MANAGER JONES: Not yet.

CHAIRPERSON DAVIS: Okay. Mm. [Pause]. I wanna make sure I don't miss anything. Any more good news, good news, good news? Well, we'll wait... Anyone else got anything they wanna throw in while Mr. Jones get the information for the restoration of rights?

CHAIR PRO TEM MILLER-ANDERSON: Well, I guess I can throw this out there. I'm working on a new, uh, I guess you can call it.., it's not an initiative but more of an informative type program where [inaudible] having a.., hosting a show and I'll have more information, hopefully, by next week. We'll be looking to interview guests in the community as well as employees within the City. And, Ms. Moore, I was just trying to inform the public of what we have here in Riviera Beach at our City, in our different departments. Also, the businesses and different organ'.., non-profit organizations that are out in our community, as well as some of our star students and our seniors. So, I'll have more information. I'm looking to kick it off towards the middle or end of the month. So, be on the lookout for that.

CHAIRPERSON DAVIS: Mhmm. [Inaudible].

CITY MANAGER JONES: 3:00 p.m. to 7:00 p.m.

CHAIRPERSON DAVIS: So, it's 3:00 p... Say it again.

CITY MANAGER JONES: 3:00 p.m. to 7:00 p.m., Thursday, February 2, 2017, the first floor in the cafeteria of the main courthouse at 205 North Dixie Highway, West Palm Beach...

CHAIRPERSON DAVIS: And again...

CITY MANAGER JONES: ...33401.

CHAIRPERSON DAVIS: And what's happening at that event?

CITY MANAGER JONES: Seal and expungement workshop.

CHAIRPERSON DAVIS: Okay. Seal and expungement, so I stand corrected. So, we wanna make sure that you got the information. So go out and take some time tomorrow between 3:00 and 7:00 at the State Attorney's office. In the courthouse, you say?

CITY MANAGER JONES: First floor...

[Inaudible dais background comments]

CITY MANAGER JONES: ...in the cafeteria of the main courthouse.

CHAIRPERSON DAVIS: So, first floor of the main café'.., of the courthouse?

CITY MANAGER JONES: The first floor in the cafeteria of the main courthouse...

CHAIRPERSON DAVIS: Okay.

CITY MANAGER JONES: ...located at 205 North Dixie Highway, West Palm Beach.

COUNCILPERSON HUBBARD: [Inaudible background comment].

CHAIRPERSON DAVIS: Alright. So, the State Attorney and the sheriff is hosting that, as I stand corrected? Okay. Alright. I don't have anything else to add to that at this time. No, actually I do, I got one question. As we move forward and we get ready to receive Mr. Evans, I looked back at, at the conversation that was discussed with..., as far as, regards to Mr. Jones and the efforts that he's done and one of the things I would think would be a great opportunity for us to do for the time that he did spend at the City Manager, that we conduct a evaluation and give him something for the effort and the energy that he put into the time he gave us so we can give him a, um, a evaluation for his record for the time he did for the interim.

MAYOR MASTERS: Could I...

CHAIR PRO TEM MILLER-ANDERSON: But, you're saying just do an evaluation so he can have it on...

CHAIRPERSON DAVIS: For his record. Yeah, for his record. You know? And, and another thing I wanna talk about it is, when I look at when Ms. Gloria Shuttlesworth was here, she had a certain, a certain pay and he did not get paid the amount that Ms. Gloria Shuttlesworth did as the interim and I would like to know would anybody have any issues or concerns with..., and this, we don't have to make a decision today, we can wait 'til the next meeting, uh, with Mr. Jones getting paid the amount that Ms., for the internship that Ms. Gloria Shuttlesworth would have gotten as the CITY MANAGER, during that time?

CHAIR PRO TEM MILLER-ANDERSON: I'm not familiar with what..., what are you talking about? I'm not familiar with the history of it.

CHAIRPERSON DAVIS: Well, there..., well, Ms. Shuttlesworth had a certain amount when they made her..., appointed her City Manager at the time, as the deputy. Not deputy but as the CITY MANAGER.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: And, until they hired somebody, they agreed to an amount. We did not, um, give him the same what, what, which he shoulda got for the time and efforts that he put in place based on my observation when the conversation came up with Gloria Shuttlesworth contract. I went back and reviewed her contract and I saw that she was making a different amount then what we was not considering for Mr. Jones when we used that as a guideline to how we was gonna move forward. But it's just something for conversation for now. We don't gotta make no decisions today, so.

CHAIR PRO TEM MILLER-ANDERSON: Well, so you're saying the..., from the time he went to Deputy City Manager to Interim...

CHAIRPERSON DAVIS: Yes.

CHAIR PRO TEM MILLER-ANDERSON: ...his pay did not increase at all?

CHAIRPERSON DAVIS: Mm.

CHAIR PRO TEM MILLER-ANDERSON: Is that what you're saying?

CHAIRPERSON DAVIS: It wasn't 'til... Mr. Jones, what was your..., the pay increase at the time?

CITY MANAGER JONES: 10%.

CHAIRPERSON DAVIS: 10%? And what was Gloria Shuttlesworth, at the time?

CITY MANAGER JONES: 20% from the contract that I saw the other day.

CHAIRPERSON DAVIS: Okay. Alright.

MAYOR MASTERS: How long ago was that? 20 years ago, 10 years ago?

CHAIRPERSON DAVIS: 20 years ago, Mayor. I was a little jitterbug so don't ask me that question.

MAYOR MASTERS: It was a legitimate question. [Chuckle].

CHAIR PRO TEM MILLER-ANDERSON: So, when we...

[Inaudible background comment]

CHAIR PRO TEM MILLER-ANDERSON: ...how did we set the 10%? Did we...

CHAIRPERSON DAVIS: We just did something stand until we fi'.., you know, 'cause we was focused on just giving him something but we never really did take a real hard look at, you know, with the energy and time that he was putting in to it, was it something that was up to date as far as the time we're in now 'cause seven years ago was 2010, but now, we're in 2017 and I just wanna stay consistent with what we did with Gloria Shuttlesworth, for the time that he had did serve as the CITY MANAGER.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, you wanna bring, bring that back, I guess, to the next regular meeting?

CHAIRPERSON DAVIS: Yes, ma'am.

CHAIR PRO TEM MILLER-ANDERSON: To discuss?

CHAIRPERSON DAVIS: Yeah.

[Inaudible dais background comment]

CHAIRPERSON DAVIS: I didn't wanna make no decisions today. Let's bring just...

MAYOR MASTERS: I, I...

CHAIRPERSON DAVIS: ...just giving you a heads up of something that [inaudible]. I'm gonna have Randy Sherman give the background information, explaining the finance and...

MAYOR MASTERS: One question, Mr. Chair.

CHAIRPERSON DAVIS: Yes, sir.

MAYOR MASTERS: Would we be able to look at to see if there was any other people that was effected? Interim? Like, you know, like we've had...

UNK: No.

MAYOR MASTERS: ...Karen.

CHAIRPERSON DAVIS: No, no.

MAYOR MASTERS: And so...

CHAIRPERSON DAVIS: No.

MAYOR MASTERS: ...[stammer] this just...

CHAIRPERSON DAVIS: There's gonna be just one issue.

MAYOR MASTERS: Okay.

CHAIRPERSON DAVIS: Yeah. That's another issue...

MAYOR MASTERS: I know you said ...

CHAIRPERSON DAVIS: ...you wanna deal with...

MAYOR MASTERS: ...you wanted to be...

CHAIRPERSON DAVIS: ...another date...

MAYOR MASTERS: ...consistent.

CHAIRPERSON DAVIS: Yeah, yeah. If you wanna do it another date, we'll deal with that on another date but let's focus on this issue. We can't... 'Cause we wanna close this chapter right. That's it.

CHAIR PRO TEM MILLER-ANDERSON: But is that sta'.., I mean, is there something standard we do, [stammer], all the time or what?

CHAIRPERSON DAVIS: Well, you know, I haven't been at this position where we had opportunity to go through the City Manager process and Interim, so I was looking at..,

when the discussion came up about Gloria Shuttlesworth in the last meeting, so I went back and looked at, you know, the contract and looked at what she was doing...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: ...and there was a long deliberated conversation on what she got paid. With Mr. Jones, we just kinda did something to put him in place but we didn't really take into consideration of the time and energy that he was doing and it's 2017 and what that value of that contract should have been at that time.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: That's all. At this time, I have no other questions or concerns.

ADJOURNMENT

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

COUNCILPERSON DAVIS JOHNSON: So moved.

CHAIR PRO TEM MILLER-ANDERSON: So moved.

CHAIRPERSON DAVIS: Alright. Have a good night.

CHAIR PRO TEM MILLER-ANDERSON: Second.

[Gavel]

CHAIRPERSON DAVIS: Alright.

[End of video]

City Employees, Public Comment Speakers and Others

DAN TAYLORMR. D. TAYLOR

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

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

MARY BRABHAMMS. M., BRABHAM

WILLIAM MCCRAYMR. W. MCCRAY

WILLIE MILLSAPMR. W. MILLSAP

EARL DAVISMR. E. DAVIS

ANITA LEWISMS. A. LEWIS

JOHN MILLERMR. J. MILLER

GUENTHER MURRMR. G. MURR

TOM DERITA.....MR. T. DERITA

PORT COMMISSIONER PEYTON MCARTHUR.....MR. P. MCARTHUR

MARGARET SHEPHERDMS. M. SHEPHERD

SUZANNE ALLEN.....MS. S. ALLEN

CHARLOTTE DARVILLEMS. C. DARVILLE

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

INTERIM EXECUTIVE DIRECTOR TROY PERRYINTERIM EXECUTIVE
DIRECTOR
..... PERRY

PARKS & RECREATION DIRECTOR RICHARDPARKS & RECREATION
BLANKENSHIP DIRECTOR BLANKENSHIP

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: **MARCH 1, 2017**

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/1/2017

Agenda Category: RESOLUTION

Subject: Resolution to ratify the Labor Agreement between the City of Riviera Beach and the Police Benevolent Association (PBA) representing the Police Officers and Police Sergeants for a three (3) year labor agreement, (October 1, 2016 - September 30, 2019).

Recommendation/Motion: That the City Council approve the Resolution authorizing the City Manager and the City Clerk to sign the Labor Agreement between the City and the Police Benevolent Association.

Originating Dept	Human Resources	Costs	\$2,780,000.00 over a three (3) year period.
User Dept.	Human Resources	Funding Source	Police Department salary line items
Advertised	No	Budget Account Number	1201 salary line item, however the salary is budgeted in various police division accounts.
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The current Labor Agreement between the City and the Police Benevolent Association (PBA) expired on September 30, 2016. The parties began negotiations for a successor 3-year labor agreement on August 25, 2016. Negotiations concluded on November 28, 2016. The 3-year labor agreement governing Sworn Police Officers and Police Sergeants contains thirty-five (35) articles, all of which were tentatively agreed upon and subject to final approval by the PBA members and City Council.

The City and the PBA negotiated several articles in the labor agreement; however, modifications were only to three (3) articles. Those articles were Article 13, Workweek And Overtime, Article 21, Grievance Procedures, and Article 24, Wages. Of the three articles, Article 24, Wages, was the most important article negotiated by PBA and the City. Agreement on this article required a significant financial commitment by the City and willingness by the PBA to a three-year ramp-up period addressing the city's competitive hiring position and officers' and sergeants' salaries.

Article 24, drove the cost increase for the 3-year labor agreement. The total cost of the 3-year labor agreement is estimated to be \$2,780,000, which includes \$130,000 for senior police officer equity adjustment and \$250,000 to advance officers and sergeants to their next step on April 1 of each labor agreement year. At the end of the 3-year labor agreement, police officers' starting pay will be within 96.9% of the City's cohort cities'[1] average starting pay and the sergeants' starting pay will be within 87% of the City's cohort's average starting pay. The starting pay for police officer will be, at the end of the 3-year labor agreement, \$51,490 and the sergeants' starting pay will be \$70,103 at the end of the 3-year labor agreement.

The top out pay of \$63,295 for police officers, at the end of the 3-year labor agreement, will be 75 % of the City's cohort cities' average, but note the equity adjustment for senior officers will bring them to 81.2% of the cohort cities' average and the top out of \$86,174 for sergeants will be 82 % of cohort cities' average at the end of the 3-year labor agreement. Police officer on average will receive a 16.6% (\$9,030) increase in pay at the top out step and sergeant will receive a 19.8% (\$14,300) increase in pay at the top out step. None of the sergeants are at the top out step.

Article 21, Grievance, adjusts the period to process a grievance from 5 days to 7 days, generally.

Article 13, Workweek And Overtime, was amended to permit bargaining unit members to receive compensatory credit for each hour of overtime in thirty (30) minute increments, for those that are less than one hour. The cost of this adjustment is within the overtime budget of the department.

The PBA held a ratification vote which was passed on February 15, 2017 with a 68 - 0 vote in favor of the labor agreement. (See the attached PBA letter) Now, City Administration requests that City Council approves the Resolution to ratify the attached PBA labor agreement.

[1] The cohort cities are Boynton Beach, Delray Beach,, Jupiter, Palm Beach Garden, and West Palm Beach.

Fiscal Years	2016	2017	2018
Capital Expenditures	N/A		
Operating Costs			
External Revenues			
Program Income (city)			
In-kind Match (city)			
Net Fiscal Impact			
NO. Additional FTE Positions (cumulative)			

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
PBA_POLICE_OFFICERS_AND_SERGEANTS_RESOLUTION_FY_2016-2019.pdf	PBA Labor Agreement Resolution	2/23/2017	Cover Memo
PBA_Labor_Agreement_Final_Contract_2016-2019.pdf	PBA Labor Agreement 2016-2019	2/23/2017	Cover Memo
PBA_Labor_Agreement_Notice_of_Ratification.02232017.pdf	PBA Labor Agreement Notice of Ratification	2/23/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	DAVIS, BRUCE	Rejected	12/14/2016 - 1:35 PM
Human Resources	Sims, Shavona	Approved	2/23/2017 - 10:07 AM
Human Resources	DAVIS, BRUCE	Approved	2/23/2017 - 10:09 AM
Purchasing	Mealy, Dean	Approved	2/23/2017 - 10:13 AM
Finance	sherman, randy	Approved	2/23/2017 - 11:19 AM
Attorney	Lina Busby, Lina	Approved	2/23/2017 - 3:30 PM
City Clerk	Burgess, Jackie	Approved	2/23/2017 - 5:00 PM
City Manager	Jones, Danny	Approved	2/23/2017 - 5:08 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND RATIFYING A BARGAINING AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION FOR POLICE OFFICERS AND SERGEANTS AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2016, TO SEPTEMBER 30, 2019, BETWEEN THE CITY OF RIVIERA BEACH AND THE POLICE BENEVOLENT ASSOCIATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Benevolent Association (PBA) is the duly authorized bargaining agent for Police Officers and Police Sergeants; and

WHEREAS, the City of Riviera Beach (City) and PBA commenced negotiations for a successor agreement to the 3-year labor agreement that expired on September 30, 2016; and

WHEREAS, both parties attended seven (7) intense negotiation sessions developing the framework of a successor 3-year labor agreement; and

WHEREAS, after negotiating since August 25, 2016, the City and PBA arrived at a successor 3-year labor agreement on November 28, 2016, commencing on October 1, 2016 – September 30, 2019 with no wage re-opener and no retroactive provisions of the labor agreement; and

WHEREAS, both parties have tentatively agreed upon the articles with PBA ratifying the agreement on February 15, 2017 and the City awaiting ratification with passage of this resolution; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of City of Riviera Beach and the public at large.

RESOLUTION NO. _____

PAGE 2

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

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Police Benevolent Association that represents the Police Officers and Police Sergeants of the City.

SECTION 2. That the City Council authorizes the salary adjustments and revised salary schedule pursuant to Article 24, Wages, in the tentatively agreed upon labor agreement.

SECTION 3. That this Resolution shall take effect upon ratification of its passage and approval by City Council

PASSED AND APPROVED this _____ day of _____, 2016.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. _____
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT
CITY ATTORNEY

DATE:

AGREEMENT BETWEEN
THE CITY OF RIVIERA BEACH, FLORIDA
AND

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION
(POLICE OFFICERS & SERGEANTS)

OCTOBER 1, 2016 Through SEPTEMBER 30, 2019

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PREAMBLE

Section 1:

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Riviera Beach this agreement is entered into by and between the City of Riviera Beach, a municipal corporation in the State of Florida, hereinafter called the “Employer” or the “City” and the Palm Beach County Police Benevolent Association, hereinafter referred to as the “PBA” or “Association.” The labor agreement is applicable for employees as defined in Certificate No. 1816 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on May 29, 2013.

Section 2:

The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours, and terms and conditions of employment.

Section 3:

The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and function of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 1: RECOGNITION

Section 1:

The City of Riviera Beach hereby recognizes the Palm Beach County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit. The classification used below is for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 2:

The bargaining unit for which this recognition is accorded is as defined in Certificate No. 1816 granted by the Public Employees Relations Commission on May 29, 2013, comprising of all sworn Police Officers in the assignments of Crime Scene Specialist, Detective, Detective Sergeant, Police Officer, and Police Sergeant.

Section 3:

The Palm Beach County Police Benevolent Association hereby recognizes the City Manager or City Manager representative as the Public Employer's only representative for the purpose of collective bargaining and the City recognizes the PBA President or the President's representative as the PBA's only representative for purposes of collective bargaining.

Section 4:

For the purpose of this agreement, the terms bargaining unit employees, officers, members, and employees shall be synonymous.

Section 5:

The City shall send notices and communications involving collective bargaining to:

President John Kazanjian
Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, Florida 33409

ARTICLE 2: TERMS Of AGREEMENT

Section 1:

Except as otherwise provided herein, this Agreement shall be effective, October 1, 2016, subject to ratification by the Association and final approval by the City of Riviera Beach City Council, and shall continue in full force and effect until its expiration date, September 30, 2019.

Section 2:

This Agreement shall take effect when ratified by the members of the collective bargaining unit and the City Council, and shall remain in effect until September 30, 2019.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or persons designated in writing to the PBA by the City Manager. The City Manager or the City Manager's designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Council. It is understood, however, that if the City Manager designates a representative to negotiate with the PBA, then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager or the City Council.

ARTICLE 4: REPRESENTATION OF THE PBA

Section 1:

The PBA shall be represented by the President of the PBA or by a person or persons designated in writing to the City Manager by the President of the PBA. The identification of representatives shall be made each year by March 1. The President of the PBA or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the PBA, subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification.

Section 2:

It is understood that the PBA representative or representatives are the official representatives of the PBA for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the PBA. The PBA agrees to notify the City Manager, in writing, of any change in the designation of the President of the PBA, or any change in certified representatives of the PBA.

Section 3:

The City recognizes the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1: Recognition.

ARTICLE 5: DUES DEDUCTION

Section 1:

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the City agrees to deduct the current regular association dues on a semi-monthly basis and remit such deductions to the treasurer of the PBA. The PBA will notify the City, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

Section 2:

Any employee may, at any time, revoke the employee's dues deduction and shall submit such revocation form to the City Payroll Section with a copy to the PBA.

Section 3:

The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall be at least 8½ inches wide and 5½ inches tall in dimension. The information entered on the forms, with the exception of the members' signatures, must be either typed or legibly printed. These forms shall read as follows:

AUTHORIZATION CARDS FOR DEDUCTION OF DUES

I hereby authorize the City to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

Date:

Name:

City ID Number:

Social Security Number:

Address:

Signature:

ARTICLE 6: NO STRIKE PROVISION

Section 1:

The PBA, its officers, and members of the PBA bargaining unit, agree not to instigate, promote, sponsor, or engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration as prohibited by Florida Statute.

Section 2:

Any employee who participates in, or promotes a strike, work stoppage, slow down or other form of interference with the operation and mission of the City's Administration, as prohibited by Florida Statute, shall be subject to discipline up to and including discharge.

Section 3:

In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of PBA shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized PBA representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision(s) of this Article. A court of competent jurisdiction shall determine if the actions taken by the PBA are sufficient enough to relieve the union of liability for damages caused to the City as a result of the strike.

Section 4:

Failure to abide by the terms set forth in this Article may cause the City Council to terminate this Agreement. Should a court of competent jurisdiction declare that PBA actions insufficient to relieve the PBA of liability, the City Council may also terminate the contract on the PBA's failure to abide by the agreement.

Section 5:

Nothing contained herein shall interfere with the exercise of PBA, its officers, or bargaining unit members' right of free speech guaranteed by the Federal and State Constitutions.

ARTICLE 7: MANAGEMENT RIGHTS

The PBA recognizes that the City has and will continue to retain, whether exercised or not the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited, to the following:

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C. To suspend, demote, discharge, or take disciplinary action against employees from duties for just cause.
- D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means, and personnel, by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types and grades of positions, or employees assigned to an organization unit, department or project.
- J. To determine internal security practices.
- K. To determine those matters to be covered by the Civil Service System.
- L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 8: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for Association notices and Union information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or Assistant Chief of Police shall determine if such information is posted and may order its removal. The judgment of the Chief or Assistant Police Chief shall not be arbitrable.

ARTICLE 9: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate.

For purposes of Holiday Pay, Holidays will be observed on the actual date.

Employees covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave the previous six (6) months, in which case the employee will lose a holiday or holiday pay for each discipline write-up for abuse of sick leave.

ARTICLE 10: BEREAVEMENT LEAVE

Section 1:

In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, brother-in-law or sister-in-law who is the direct sibling of spouse, or a regular full time employee, said employee shall be entitled to paid bereavement leave, not to exceed three (3) working days for any one death.

Section 2:

Five (5) days shall be granted if the funeral is held out-of-state.

Section 3:

The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 11: VACATION

A. The parties hereto agree that each employee. After his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

	HOURS	HOURS	
AMOUNT OF	#OF DAYS	ACCUMULATED	ACCUMMULATED
SERVICE	PER YEAR	PER YEAR	PER WEEK
7 – 12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8 – 10 years	15	120.0	2.308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

B. Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. Any employee may elect to be paid for up to 80 hours sick leave and/or vacation Account at the end of the fiscal year. The election must be made in October of the current fiscal year, and payment will be made by December 31st of the current fiscal year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick and/or vacation hours shall remain in the employee's leave accrual accounts.

ARTICLE 11: VACATION (Cont.)

D. Employees who are not employed on the day pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30th in the immediate previous fiscal year.

E. The maximum number of vacation days any employee may accumulate shall be twice the employee's annual rate of accrual.

ARTICLE 12: SICK TIME

- A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations or maximum accumulated days.
- B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.
- C. Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than disciplinary reasons. Regular full-time employees with fifteen (15) years or more service shall be paid one-hundred per cent (100%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.
- D. If any employee who has satisfactorily completed the probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.
- E. Any employee who is absent for three (3) consecutive working days shall provide a medical certificate which substantiate the employees absence from regular duties and/or was unable to perform work.
- F. Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses the sick leave as it is earned, the employee requesting such sick leave may be required to furnish a medical certificate which substantiate the employees' absence from regular duties and/or was unable to perform work. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month.

ARTICLE 12: SICK TIME (Cont.)

- G. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.
- H. An employee who is absent from work shall notify the Police Chief or designee of such absence. If possible, the absence should be reported prior to the start of any scheduled shift.
- I. Failures on the part of the employee to timely notify the department of any absence for which sick leave is claimed may result in a denial of sick leave.
- J. Any employee may elect to be paid up to eighty hours (80) of the employee's sick leave account and/or vacation account, as provided for in Article 12, Vacation Leave, at the end of the fiscal year. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.
- K. An employee may donate accrued/available Vacation Leave, Sick Leave or Good Cause Day time to another employee, when that employee suffers a job-related or non job-related accident, injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or in their bank, to cover the period of time they must be off work due to their accident, injury, or illness, and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave fifty-six (56) hours in their own account.

Employees who agree to donate days based upon this section will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave. Unused days not used by the requesting employee shall revert to the donating employee, or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating employee and donor employee. In order to be eligible to participate under this Section, an employee must be on regular status.

ARTICLE 13: WORKWEEK AND OVERTIME

Section 1:

The City shall compensate for overtime work in excess of forty (40) hours per week for employees assigned to eight (8) hour shifts in a seven (7) day work cycle. Employees assigned a twelve (12) hour shift in a fourteen (14) day work cycle, shall be compensated time and one half for all worked in excess of eighty-four (84) hours. Holidays, vacations, funeral leave, jury duty, military leave, good cause day, furlough day, compensatory time, and other absences from duty on active pay status, will not be considered as days worked for overtime compensation.

The City agrees that employee's work schedules will not be changed, absent ten (10) day notice, primarily for the purpose of avoiding the payment of overtime and/or overtime rates as provided in this agreement.

Critical Incidents/Special Response Team Assignment

Police personnel whose shift has ended and are called to work a critical incident and/or a special response team assignment shall receive call-back overtime pay for the time actually worked. The department may order an employee to perform overtime work at the beginning or following completion of a regular shift. Critical incidents/special response team assignments are determined by the Police Chief and the determination is final. Such incidents, may include, but is not limited to homicide, traffic, marine unit, or crime scene call back.

Call-back/mandatory overtime is defined as any overtime separated by at least ½ hour from any other time actually worked. All employees who are so ordered to perform overtime work and who have been called back to duty after the completion of a regular work shift shall be paid at one and one-half times the average hourly rate for a minimum of three (3) hours for those personnel without a take-home vehicle. For personnel with a take-home vehicle, the officer will be paid for the actual hours worked during the assignment need to be paid at 1/12 time. The three (3) hour minimum will not apply where overtime is performed as an extension, either at the beginning or at the end of a regular work shift. In all cases, the personnel will be paid for hours worked at the overtime rate for the assignment.

Bargaining unit members shall be entitled to payment for overtime hours as outlined above unless the employee is paid with compensatory time credits, after consultation with the employee. The final determination regarding whether an employee earns compensatory time or pay will be retained by the City. Consideration will be given to employee preference, accumulated compensatory time balance, and availability of overtime funds. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked in thirty (30) minute increments, for those that are less than one hour.

ARTICLE 13: WORKWEEK AND OVERTIME (Cont.)

Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

The total accumulated compensatory time credit shall not exceed ninety (90) hours, (i.e. sixty (60) hours of employment at time and one-half) per fiscal year for any one employee.

Section 2:

Overtime pay, when so granted, will normally be contained in the bargaining unit member's next regular paycheck following the time worked.

Section 3:

Pursuant to Article 7, Management Rights, the City will establish the hours of work best suited to meet the needs of the department to provide superior service to the community.

Section 4:

Management, in an effort, to maintain the efficiency of the operations of the City, make changes or alteration in department-wide shifts, excluding shift rotation; however, the changes or alterations in shifts shall not be changed or alter without the City providing ten (10) days advance notice to the PBA of the change.

Bargaining unit members required to work beyond their regular duty hours during an emergency will be compensated per the City's DISASTER PAY PRACTICES (NON-EXEMPT)

ARTICLE 14: COURT PAY

The City shall pay overtime at a rate of time and one-half overtime to employees required to attend county and/or circuit, federal court or deposition while off duty, stemming from actions arising from duty hours with a minimum of three (3) hours for such overtime.

Employees who fail to attend county, circuit, federal court, or deposition after receiving and acknowledging receipt of notice related to any scheduled judicial proceeding shall receive a written reprimand for the first missed appearance and a one (1) day suspension for the second missed appearance. Subsequent failures to honor court proceeding notices will generate more severe administrative sanctions up to and including termination of employment.

ARTICLE 15: HAZARDOUS DUTY PAY

Section 1:

The City shall compensate each motorcycle officer, special response team (SRT) and K-9 officer at the rate of fifteen dollars (\$15.00) per week for K-9, motorcycle officer, and special response team (SRT) duty so long as the officer is so assigned. Officers will be paid the fifteen dollars (\$15.00) per week in the pay check following performance of the assigned duty.

Section 2:

The Union and the City agree that officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to ensure that the care and upkeep of the animals will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

ARTICLE 16: CLEANING ALLOWANCE

Section 1:

The City shall furnish uniforms to all bargaining unit members and all bargaining unit members will be required to wear the Police Department issued uniform in the style and manner determined by the Police Department.

Section 2:

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City, at no cost to the officer.

Section 3:

The City agrees to provide a uniform and clothing allowance for bargaining unit members as follows:

- A. All bargaining unit members shall receive \$20.00 per week for uniform maintenance. New hires will receive five (5) shirts and five (5) pairs of pants. Damaged or worn uniforms will be replaced as needed.
- B. A bargaining unit member on leave without pay, extended leave restricted duty, or not authorized to wear the Police uniform for one week period of time will not receive the uniform maintenance allowance until such member returns to full duty. Uniforms and equipment lost or damaged beyond repair in the line of duty shall be replaced by the City.
- C. Replacement of Police Department uniforms and equipment lost or damaged through the employee's neglect, negligence, or failure of do care will be replaced by the employee and may result in administrative sanction.

Section 4:

Employees required to wear plain clothes as part of their duty shall, in November of each calendar year, receive a five hundred (\$500) clothing allowance. Any employee leaving plain clothes assignment or the employment of the City, for any reasons, shall return, on a prorated basis, clothing allowance for the remainder of the year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

ARTICLE 16: CLEANING ALLOWANCE (Cont.)

Section 5:

In accordance with Department policy, the City shall provide each sworn officer with a bullet-proof vest. It shall be just cause for administrative sanctions if a bargaining unit member provided a bullet resistant vest fails or does not wear the vest while on duty, or while providing any extension of Police service detail without the expressed authorization of an Assistant Chief or above.

Section 6:

All employees who are provided uniforms and related equipment are required to wear uniform or related equipment and report to work with said uniforms and equipment clean and neat in appearance.

Section 7:

All items as provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the Departmental work rules. Upon separation, all items must be returned (or paid for) by the employee before their final paycheck will be issued.

ARTICLE 17: SAFETY

Section 1:

Police vehicles will not be placed into operation if they are unsafe, pursuant to Florida State Statutes definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift officer in charge, the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Windshield wipers and washers (when necessary)
5. Lights, external and internal
6. Motor mounts

The officer in charge will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service; at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair Notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 18: CALL OUT

Employees will be paid at the rate of time and one-half, for a minimum of three (3) hours, if the employee is called out beyond regular duty hours and physically respond to the call out.

However, the employee shall be compensated for call out at straight time, provide the employee does not exceed the regularly scheduled work week hours.

ARTICLE 19: FIELD TRAINING OFFICER

Section 1:

The City shall compensate all training officers at the rate of five percent (5%), so long as the officer is so assigned and provided the officer has successfully completed the Police Training Officer's Course. Nothing contained herein shall require management to assign training duties to an employee solely on the basis of having completed a Police Training Officer's Course. Management reserves the right to assign personnel to fulfill training obligation as determined by Department needs. Employee removed from this assignment shall not be grievable to arbitration. After an employee has served three (3) years as a Police Training Officer, the five percent (5%) will remain a part of the employee's salary.

When management identifies officers with exemplary knowledge, skills and abilities in patrol fundamentals and techniques and the liability to effectively train, management may utilize the officer as a Police Training Officer in lieu of having completed a Police Training Officer Program. Identified officers will be mandated to attend and successfully complete a Police Training Officer Course within twelve (12) months of their initial assignment as a Police Training Officer.

Section 2:

Criteria for the Police Training Officer shall be placed on the job announcement. When selecting a Police Training Officer, a union representative must be included on the panel. The Police Chief's selection decision shall not be grievable to arbitration.

Section 3:

The City has the right to require re-certification or retraining of any officer who has been previous certified in the Police Training Officer's Program.

ARTICLE 20: SENIORITY/ REDUCTION

Section 1:

Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leave of absence without pay shall not count towards the accrual of seniority.

Section 2:

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Department of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

Section 3:

The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Section 4:

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of Seniority, the higher current performance rating shall prevail.

ARTICLE 20: SENIORITY/REDUCTION (Cont.)

Section 5:

Bumping Rights – Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

Recall – Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Department of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above shall constitute a resignation by the employee.

Recall will be offered to laid off employees provided they are physical qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification shall be recalled first.

ARTICLE 21: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term “employee” includes an individual within the bargaining unit covered by this Agreement.
3. The term “day” when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

B. WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the grievant or the PBA at any time, and at any step of this procedure, provided, however, the same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

A grievance shall be processed as hereinafter provided:

Step 1. Within ten (10) days of the misapplication or misinterpretation, an employee may initiate a verbal complaint with the supervisor. Within three (3) days the supervisor will verbally notify the employee of his decision.

Step 2. If the grievance has not been satisfactorily resolved verbally in Step 1, the PBA or its representative or the employee, shall reduce the grievance to writing on the standard form provided for this purpose, and present such written grievance to the employee’s captain within seven (7) days of the grievance. The captain shall meet with the PBA or the employee, or shall respond to the PBA in writing within seven (7) days from the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the PBA may present a written appeal to the Police Chief within seven (7) days from the time the response was due in Step 2. The police chief or designee shall meet with the PBA representative and shall respond in writing to the PBA within seven (7) days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

ARTICLE 21: GRIEVANCE PROCEDURES (Cont.)

Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the PBA may submit the grievance appeal to the City Manager or designee within ten (10) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/PBA within ten (10) days from the receipt of appeal from the department head.

Step 5. In the event that the PBA is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, or the appeal of a disciplinary action is upheld as outlined in Article 22, Section 4, the Association may, within seven (7) working days, submit a signed written request for arbitration to the City Manager, the PBA may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accordance with the rules of FMCS.

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the PBA of such within ten (10) days of receipt of the PBA request to proceed to arbitration. The parties agree that, in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties. In the event the arbitrator finds the grievance, subject to any rights the PBA may have under Florida Law.

If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with, or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement, "not" to be subject to grievance procedure or arbitration, or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the PBA. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the City and the PBA.

ARTICLE 21: GRIEVANCE PROCEDURES (Cont.)

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

C. GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the PBA or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the PBA or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.
2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.
3. The filing of a grievance shall in no way interfere with the rights of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to, or during the time a grievance is being processed.
4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the PBA or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee, or the PBA for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the PBA of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.
6. PBA is the exclusive bargaining agent for all bargaining unit members of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by PBA.
7. All arbitration hearings will be held at either a designated city location or the PBA offices.

ARTICLE 21: GRIEVANCE PROCEDURES (Cont.)

Any member believing that there is a grievance shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to PBA for its consideration as a grievance. If PBA does not accept handling the grievance, based upon membership in PBA, the employee may proceed with their own representative.

Article 22: DISCIPLINE

Section 1: Purpose

The parties recognize that the interest of the community and job security of the bargaining unit members depends upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2: Disciplinary Action

No bargaining unit employee who has completed the initial probationary period shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions may be utilized and, depending on the severity of the offense, the first action may be at any level including dismissal.

- A. Written Reprimand
- B. Suspension without Pay
- C. Demotion
- D. Dismissal

Section 3: Appeal of Disciplinary Action

- A. The union may appeal any adverse formal disciplinary action(s) through the grievance/arbitration procedure. Such appeal shall be filed with the Police Chief within ten (10) working days of receipt of written notice of the disciplinary action. The appeal of written reprimands shall be limited to a determination made by the Police Chief and is final and binding and not subject to arbitration.
- B. The Police Chief shall respond in writing within ten (10) working days from date of receipt of any written disciplinary appeal.
- C. If the Police Chief upholds the disciplinary action, excluding written reprimands, the union may proceed to arbitration in accordance with Article 21: Grievance Procedures, Step 5 Arbitration Referral.

ARTICLE 23: PROMOTIONS

Promotions shall be considered in the following manner:

- A. **CONDUCT OF EXAMINATIONS:** All examinations shall be conducted in a manner which fairly tests the ability and capacity of those individuals admitted to the examination. The actual conduct of every examination shall be under the direction of a professional tester, free from interference or influence of any person. The Department of Human Resources, in consultation with the Chief of Police, shall select the professional tester who shall conduct all promotional examinations and grading thereof.
- B. **NOTICE OF PROMOTIONAL EXAMINATION:** Whenever a vacancy arises, the Police Chief shall request the Department of Human Resources to post a notice of a promotional examination. In the request the Chief shall advise the Department of Human Resources of the materials to be covered on the examination. The City shall give notice sixty (60) days before the scheduled promotional examination. Such notice shall include the examination date, eligibility requirements, the areas which the examination will cover, and the sources from which the examination is drawn. The notice shall be posted on the departmental bulletin board.
- C. **ELIGIBILITY TO TAKE EXAMINATION:** Each eligible employee wishing to take the examination shall so state in writing and submit same to the Department of Human Resources at least thirty (30) days prior to the examination. Applicants for the Sergeant's promotional examination must apply on or before the application cut-off date. No employee on probation shall be eligible to sit for the promotional examination. The Chief of Police shall post a list of those persons eligible to take the examination on the departmental bullet board. Said list shall be posted at least twenty-five (25) days prior to the date of the examination.

If an employee who is determined ineligible wishes to challenge the eligibility determination, the employee may submit an appeal to the Department of Human Resources at least twenty (20) days prior to the date of examination. The decision of the Department of Human Resources shall be final.

- 1. **Eligibility for Sergeant of Police:** To be eligible to take the examination for Sergeant of Police, the candidate must meet the following criteria:
 - a. Prior to the date of the examination, the candidate must have three (3) years of continuous service as a sworn full-time Riviera Beach Police Officer.

ARTICLE 23: PROMOTIONS (Cont.)

- b. One hundred sixty (160) hours of career development courses, or a two (2) or four (4) year college degree in criminal justice, or a related field from an accredited college.
- c. The term “continuous service” when used in this Article means employment in the City’s service without break or interruption, provided that absence on military leave, education leave (as long as the furthering of this education is to the benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leave, must resume re-employment with the City within thirty (30) days after his/her discharge, release from military service, or completion of the educational course.

Upon return to City service, the employee shall be reinstated to the position previously held by him/her and shall be entitled to receive salary at the rates to which he/she would be entitled had his/her service with the City not been interrupted. When a person terminates his/her employment with the City for any reason, his/her continuity of service ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his/her termination at the convenience and request of the City due to the needs for the employee’s skills, full continuity of service, less time of termination may be granted with all benefits restored.

- D. **CANDIDATE MAY INSPECT EXAMINATION PAPER:** Immediately following the examination and its grading, the employee may request a review of his examination paper with the professional tester. If an employee fails to request this review, the employee’s test score shall be final. If after the review the professional tester does not agree to alter the answer(s) as suggested by the employee, the answer of the professional tester shall be final. Where an answer is changed based upon this review process, all employee examinations will be adjusted to reflect the correct answer. The decision of the professional tester under this section shall not be appealable or arbitrable.
- E. **NO MAKE-UP EXAMS:**
There will be no make-up promotional examinations.
- F. **PROMOTIONAL PROCESS:** Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City’s Director of Human Resources

G. ARTICLE 23: PROMOTIONS (Cont.)

or designee. The average shall count up to fifteen (15) points towards the maximum of one hundred (100) points.

The respective weight given to written examinations, oral interviews and staff evaluations to determine the candidate's total rating shall be:

Written Examination: 50%

Oral Interview: 15%

Staff Evaluation: 35%

An aggregate score of seventy percent (70%) must be obtained to be promoted.

Staff evaluation shall be determined by averaging the assigned number of points to ratings as indicated below: Time period for eligible or deductible points for staff evaluation are based on date of the posting by the Human Resources Department of a list of employees eligible to sit for the test.

PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE:

Unsatisfactory & Improvement Needed	0 Points
Satisfactory	1 Point
Excellent	3 Points
Outstanding	5 Points

Total Points – Average all evaluation within past two (2) years, assigning points to ratings as indicated above (Maximum 5 points).

Points:_____

2. EDUCATION AND TRAINING

Formal Education	
Master degree or higher	8 Points
Four-Year Degree	
or 120 semester hours	7 Points
Two-Year Degree	
or 60 semester hours	6 Points

ARTICLE 23: PROMOTIONS (Cont)

Accredited schools (MSA, NASC, NCA, NEASC, SACS, WASC and those schools set forth in F.S. 943.22) as recognized by the U.S. Department of Education.

Select highest achieved
(Maximum 8 Points)

Points:_____

Career Development Courses:

Through Advanced (including FDLE Advance
Course) 3 Points

Supervision (including formal FDLE Supervisor
Course) Two (2) Points

Mid-Management (including FDLE Mid-
Management Course) Three (3) Points

Select highest completed
(Maximum three (3) Points)

Points:_____

Seminars and Shore Courses:
Less than Eighty (80) Hours

½ Point Each for a
Maximum Total of two (2) Point

Military experience

Three (3) years active duty or five (5) years reserve with honorable discharge

Points:_____

3. COMMENDATION

As determined and approved by the Chief of Police to include letters of commendation and awards signed by the Chief of Police or designee

To Five

One (1) Point

More Than Five

Two (2) Points

Total Points: (Maximum 2 Points)

Points:_____

4. SENIORITY

One (1) Point for each year of continuous service up to 10 (Credit shall be based upon satisfactory completion of a quarter of a year).

Total Points: (Maximum ten (10) Points)

Points: _____

ARTICLE 23: PROMOTIONS (Cont.)

5. RESIDENCY

Candidates who live within the City of Riviera Beach shall be entitled to receive additional credit if said candidates reside within the city limits three (3) months prior to the announcement of said examination.

Total Points: (Maximum three (3) Points)

Points: _____

TOTAL POINTS FOR STAFF EVALUATION

POINTS: _____

6. DISCIPLINARY ACTION (WITHIN PAST TWO YEARS)

Written – Subtract ½ Point each

Points: _____

Suspensions:

1 Day – Subtract 1 Point each

Points: _____

2 - 3 Days – Subtract 2 Points each

Points: _____

4 - 10 Days – Subtract 5 Points each

Points: _____

11 - 15 Days – Subtract 7 Points each

Points: _____

16 - Up Days – Subtract 10 Points each

Points: _____

If discipline is in the grievance process at the City Manager's level, the City Manager has 30 days from the date of the eligibility posting to respond. Decision of discipline shall be based on the City Manager's response to grievance.

TOTAL POINTS TO BE SUBTRACTED:

POINTS: _____

Points for Seminars and Short Courses
(Maximum 2 Points)

Points: _____

(Maximum 15 Points)

Points: _____

The City shall give the employee at least seven (7) days notice that the employee's files will be reviewed by the board. It is the officer's responsibility to verify that all of the documents should be credited to the employee are in employee's file kept by the Police Department and the employee's file kept in the Human Resources Department prior to the review of employee's file by the board.

GRAND TOTAL (Maximum 35 Points)

POINTS: _____

ARTICLE 23: PROMOTIONS (Cont.)

The employee's personnel file shall be reviewed by the Chief, two (2) staff officers and one (1) captain of the Riviera Beach Police Department to evaluate the performance record of the employee. This will count up to thirty-five (35) points towards maximum of one hundred (100) points.

H. ELIGIBILITY LISTS:

The City shall post the eligibility lists required from this testing procedure, with persons with the highest point total listed first. In the event there are five (5) or more names on the list, the Chief must choose one (1) of the top five (5) and not necessarily in the order of standing. If there are less than five (5) names on the list, the Chief may choose one (1) name or reject all. If there is (1) or more names on the list, the Chief may choose to accept or reject the individual (as per Section 15-10 of the City Code of Ordinance). In each instance, the Department shall forthwith deliver to the PBA the names of the persons selected for promotion and their number on the eligibility list. Eligibility lists shall remain valid for twelve (12) months from the date of posting of the list.

All promotional processes shall be initiated when a vacancy occurs. The City shall then test and promote as previously stated in this Article to any open position until the list is exhausted.

I. JURISDICTION IN AREAS OF APPEAL:

The City of Riviera Beach and the PBA shall have jurisdiction in all areas of appeal and grievances in regards to the examination.

- J. The professional judgment of any person or entity engaged in this process shall not be grievable or arbitrable.

ARTICLE 24: WAGES

Effective upon the first full payroll after ratification, (1) bargaining unit members in FY 2016, the parties will implement the attached step plan for police officers and police sergeants on April 1, of 2017. (See Appendix for Step Plan), Pursuant to Section 2-106.1 (A)(2) (b), Riviera Beach Code, a police applicant may be paid be up to 10% above the step plan.

Employees with less than a full six (6) months in their job classification will not advance to a new step on the attached step plan, but will receive on April 1 of each contract year the new rate for the existing step. (See Appendix for Step Plan).

Police officers, who were hired before October 1, 2007, will receive an equity adjustment to their pay as of April 1, 2017, in the following manner: April 1, 2017, \$2,500; April 1 2018, \$5,000 and April 1, 2019, \$7,000.

Any pay increase after September 30, 2019, are subject to the parties agreeing to same and, if no agreement is reached, the bargaining unit members' salaries will remain frozen at their September 30, 2019, rate until a new contract is reached.

For the term of this contract bargaining unit members step advancement will not be condition on a satisfactory rating to their evaluation; however, evaluations will be provided to bargaining unit members during the contract term. Bargaining unit members, who are of the belief that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision shall be final. The performance evaluation shall not be grievable to arbitration.

In any other contract year other than this contract term, bargaining unit members, who are rated unsatisfactory during the contract year will not be eligible for advancement.

Bargaining unit members, who are of the belief that their evaluations are inappropriate, must submit a written request to their evaluating supervisor to contest their ratings within ten (10) working days after receiving their evaluations. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to review the objection and resolve the issue. If the bargaining unit member is not satisfied by the resolution, the bargaining unit member may appeal by one (1) of the following two (2) procedures:

- (1) If the bargaining unit member receive an unsatisfactory rating, the bargaining unit member shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the bargaining unit member, the unsatisfactory rating may be appealed. The bargaining unit member shall submit the appeal in writing to the Chief of Police within five (5) working days from the date the bargaining unit member received the evaluator's denial of the

(2) ARTICLE 24: WAGES (Cont.)

bargaining unit member's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

- (a) Advise supervisor to re-evaluate bargaining unit member with a minimum score of satisfactory.
- (b) Reject the bargaining unit member's appeal.
- (c) Schedule a meeting with the bargaining unit member and the evaluator to present their respective arguments.

A bargaining unit member who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

In any other contract year, other than this contract term, if bargaining unit member receives a satisfactory rating or above, the bargaining unit member's salary shall be adjusted to the new salary, effective on the date of the new rating.

(3) If the bargaining unit member received a satisfactory evaluation rating or above, the bargaining unit member shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the bargaining unit member received the evaluator's denial of the bargaining unit member's objection. The Chief of Police may take one of the following three (3) actions:

- (a) Advise the supervisor to change the evaluation to a higher score.
- (b) Reject the bargaining unit member's appeal.
- (c) Schedule a meeting with the bargaining unit member and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. A PBA representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

This provision does not apply to probationary police officers.

Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay-day falls on a holiday, the City shall have the discretion to pay bargaining unit members on the day before or the day after the holiday.

ARTICLE 25: TIME POOL

Section 1: Eligibility To Use Association Time Pool:

Up to maximum of two (2) employees in any one instance shall be granted time off paid from the Association Time Pool for the purpose of conducting Association business.

- A. Such request must be submitted by and include authorization from the Association President, if the absence is to be covered by payments from the Association Time Pool.
- B. All requests for the use of the Association Time Pool shall be submitted by the President of the Association or designee to the Police Chief or authorized designee at least three (3) work days in advance of the requested time off. However, this shall not preclude management from granting leave with less than three (3) work days notice.
- C. Request for time off shall be submitted for approval to the Police Chief or designee and, at the sole discretion of the Police Chief, said use of Association Time Pool or time off may be denied if the absence of an Association representative creates insufficient manpower to maintain efficiency of operations within the Police Department.

Section 2: Association Time Pool:

- A. Each dues-paying Association member shall contribute four (4) hours of vacation annual leave to the Association Time Pool on the 1st of October of each year.
- B. Said four (4) hours will be deducted from each dues-paying Association member's vacation time bank in the second pay period of October, based on an executed written authorization signed by the employee.

ARTICLE 25: TIME POOL (Cont.)

Section 3: Charges Against Association Time Pool:

- A. Association Time Pool charges will be drawn in increments of one (1) hour and will be charged for all hours during which a bargaining unit member is in an on-duty release for conducting Association business.
- B. A bargaining unit member shall have the right to request time off from the Association Time Pool for the purpose of conducting Association business and/or mutual interest business with the City including grievance hearings, investigations, interrogations, contract negotiations, legislative body meetings regarding the resolution of collective bargaining impasse procedures, and arbitrations.
- C. Employees, up to a maximum of two (2), shall be permitted to attend negotiations on an on-duty status. Employees on an off-duty status shall not be carried on an on-duty status for the sessions.

Section 4: Documenting Use of Association Time Pool:

- A. Charges against the Association Time Pool shall be documented by the use of an Association Time Pool authorization form to be completed for each request. At a minimum, the form will identify the name of the user, the number of hours requested, and the signatures of the Police Chief or designee and the Association President or designee.
- B. A record of all time donated and drawn against the Association Time Pool shall be kept by the Association President or designee and a detailed summary submitted on October 1, and April 1, of each fiscal year to the Manager of Employee Relations.
- C. The Association will be responsible for the accounting of the Time Pool and any shortfall will be borne by the union.

ARTICLE 26: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by any arbitrator or court in any way, which supersedes or preempts applicable laws.

ARTICLE 27: PROVISIONS IN CONFLICT WITH LAW

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 28: MISCELLANEOUS

Section 1:

The City and the PBA acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the PBA agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement were discussed. Therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, discussed/presented at the table whether referred to herein or not, except as otherwise specifically required in this Agreement.

Section 2:

The term and conditions of this Agreement may be altered, changed, added to, deleted from, or modified on through the voluntary mutual written consent of the parties.

Section 3:

This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

Section 4:

There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 29: DEFINITIONS

- A. Employee: The term “employee,” when used herein after in this Agreement, shall refer to all employees represented by the Police Benevolent Association in the bargaining unit.

All reference to employees in this Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

- B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).
- C. City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.
- D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida or designated representative.
- E. PERC: The Florida Public Employee’s Relations Commission.
- F. Management: The term “management” as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.
- G. Public Employee’s Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.
- H. Doctor’s Certificate: A physician’s statement attending to the medical reason which rendered the employee unable to perform work or the days claimed for sick leave, if it impacts the job.
- I. Administrative Leave: The period of time during which a member or employee is relieved from duty with, or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 30: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

ARTICLE 31: HEALTH INSURANCE

Section 1:

The City agrees to provide health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than \$20.00, if the insurance increases by more than ten percent (10%) in the fiscal year 2017-2018, per pay period. Employees have the option to purchase dependent health at the employee's expense.

Section 2:

The City and Association hereby agree that employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Employees will also have the option to purchase at their expense an amount equal to the amount purchased by the City.

ARTICLE 32: PENSION

All Police Officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council.

The City defined benefit pension system or plan shall include a provision that allows three-hundred (300) hours per year of overtime pay to be included in calculation retirement benefits. However, the defined benefit system or plan shall not include any payments for accrued unused sick leave or annual leave

ARTICLE 33: DRUG TESTING

I. PURPOSE: The purpose of this directive is to provide procedural guidelines for random drug testing.

II. DISCUSSION: The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

III. SCOPE: To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

IV. DEFINITIONS:

A. Drug: Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except, where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455, are applicable.

ARTICLE 33: DRUG TESTING (Cont.)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5) (j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

ARTICLE 33: DRUG TESTING (Cont.)

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is, at least, one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness - for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazepines
Cocaine
Cannabinoids
Methaqualone

ARTICLE 33: DRUG TESTING (Cont.)

Opiates

Phencyclidine (PCP)

Alcohol (BLOOD)

Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

VIII. PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug-testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse and training and/or experience in forensic application of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory

ARTICLE 33: DRUG TESTING (Cont.)

facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991, Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically, thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented, and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods, cut-off values, mechanisms for reporting results, remedial actions to be taken when

ARTICLE 33: DRUG TESTING (Cont.)

the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

ARTICLE 33: DRUG TESTING (Cont.)

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity) are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

ARTICLE 33: DRUG TESTING (Cont.)

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves

ARTICLE 33: DRUG TESTING (Cont.)

his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraphs 6 and 18.

X. LABORATORY ANALYSIS PROCEDURES:

A. Security and Chain of Custody: The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

B. Receiving: Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

ARTICLE 33: DRUG TESTING (Cont.)

1. Short-Term Refrigerated Storage: In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed six (6) degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120.)

C. Initial Test: The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

Screening	Gas Chromatography	
Cut-off	Mass Spectrometry	
Level	Confirmation	
Drug (NG/ML)	NG/ML	
Amphetamines	1000	500)
Cannabinoids (THC)	100	15)
Cocaine 300	150)	NIDA CUTOFF
Opiates 300	300)	LEVELS
Phencyclidine (PCP)	25	25)
Barbiturates 300	200)	
Benzodiazepines	300	300)
Methaqualone 300	300)	
Alcohol (BLOOD)	0.04 Grams %	

NOTE: These cu-toff levels are subject to revision. The laboratory must be able to document its performance at a specified cut-off level by the use of quality control, both open and blind. If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

ARTICLE 33: DRUG TESTING (Cont.)

D. Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

E. Blood Alcohol Screening: Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen. (Breathalyzer)

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F. Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G. Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H. Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by email to the City, Sunday through Saturday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated. An employee who refuses to submit to or refuses to allow the City to receive results of a drug test shall be terminated.

ARTICLE 33: DRUG TESTING (Cont.)

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:
Number of specimens received:
Number of specimens reported out:
Number of specimens screened positive for:
Amphetamines
Barbiturates
Benzodiazepines
Cocaine Metabolites
Cannaboids
Methaqualone
Opiates
Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.
2. Must offer the choices of either blood or urine to be used as a sample given for the test.
3. All containers must be sterilized and individually packaged.
4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.

ARTICLE 33: DRUG TESTING (Cont.)

5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test (GCMS confirmation).

6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.

7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.

9. Chain of custody must be approved by the following means:

- a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.
- b. Person witnessing via signature on COC form is attesting to this.
- c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
- d. Same as "C".
- e. Be able to document who received sample, and what happened to it.
- f. Be able to document who retested sample, and

ARTICLE 33: DRUG TESTING (Cont.)

how the technician received the sample.

g. Be able to prove samples kept in a secure location.

h. Be able to prove that the test results are of the sample in question.

ARTICLE 34: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB OR OFF-THE-JOB INJURY/JOB-RELATED OR
NON-JOB RELATED ILLNESS OR DISABILITY

Section 1:

Following an on-the-job or off-the-job injury, job related or non-job related illness, or job-related or non-job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician state that in his medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the City has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

Section 2:

If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job or off-the-job injury, job-related or non-job related illness, or job-related or non-job related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

Section 3:

If an employee returns to work within the twelve (12) month period, or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job or off-the-job injury, job-related or non-job related illness, or job-related or non-job related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended by medical reason set forth in Section A. The total combined lost

ARTICLE 34: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB OR OFF-THE-JOB INJURY/JOB-RELATED OR
NON-JOB RELATED ILLNESS OR DISABILITY (Cont.)

time from work may not exceed twenty-six (26) months in the recent thirty-six (36) month period.

Section 4:

On the first full day and remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

Section 5:

Off the Job Related Injury or Illness: If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following the off-the-job injury or illness, the employee will be recommended for termination.

Employees who are temporarily unable to perform the essential function of their position due to a medical condition or off-the-job injury may be temporarily reassigned to a position for which they can perform the essential job functions. (Light Duty Assignment) Any such temporary reassignment will be at the discretion of the Department Director or the employee's designee in collaboration with the Division of Risk Management.

Nothing contained within this section will create any contractual term or condition of employment whatsoever or is binding by the Department Director.

No decisions made concerning a temporary assignment will be cause for any appeal by an employee under the Collective Bargaining Agreement.

ARTICLE 35: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continue their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

Police Officers and Sergeants 2016-2019 Step Plan

Officers

New Step Plan	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
42,651	0		
44,145	1	0	
47,677	2	1	0
51,491	3	2	1
53,293	4	3	2
55,158	5	4	3
57,089	6	5	4
59,087	7	6	5
61,155		7	6
63,295			7

Sergeants

New Step Plan	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
65,442	1		
67,733	2	1	
70,103	3	2	1
72,557	4	3	2
75,096	5	4	3
77,725	6	5	4
80,445	7	6	5
83,261		7	6
86,175			7

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 2017.

FOR THE CITY:

FOR THE PBA:

Danny Jones
Interim City Manager

John Kazanjian, President
Palm Beach County PBA

Claudene L. Anthony, CMC
City Clerk

Ralph E. King, III,
Legal Counsel

WITNESS

Jack L. McLean Jr.
Labor Attorney



**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION, INC.**

2100 N. Florida Mango Road • West Palm Beach, FL 33409-6400 • (561) 689-3745 • (561) 687-0154 Fax
www.pbcdba.org

Executive Board

John Kazanjian
PBSO
President

Ernest W. George
Retired-WPBPB
Executive Director

Richard McAfee
PBSO
Vice-President

Lou Penque
WPBPB
Treasurer

Kevin Igo
PBSO
Secretary

Greg Allen
Palm Beach Gardens PD
Sgt.-at-Arms

February 23, 2017

SENT BY E-MAIL: bdavis@rivierabch.com
AND REGULAR U.S. MAIL

Bruce Davis
Human Resource Manager
City of Riviera Beach
600 W. Blue Heron Blvd
Riviera Beach, FL 33404

Please be advised that a ratification vote that was held on February 15, 2017 between the Palm Beach County Police Benevolent Association and the The City of Riviera Beach was ratified as follows:

68 FOR RATIFICATION
0 AGAINST RATIFICATION

Sincerely,

Ralph E. King, III
Legal Counsel

RK/cl
ECopy: John Kazanjian, President
PBA Member

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

Meeting Date: 3/1/2017

Agenda Category: RESOLUTION

Subject: Riviera Beach Youth Empowerment Program College Tour 2017

Recommendation/Motion: Approve donation from Councilwoman Davis Johnson to YEP College Tour 2017.

Originating Dept	District 3	Costs
User Dept.	Disctrict 3	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

\$1,878.00 donation to YEP to assist district 3 youth in participating in college tour 2017

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
YEP_College_Tour_2017.pdf	YEP College Tour 2017	2/23/2017	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Council	Mitchell, Dorothy	Approved	2/23/2017 - 5:13 PM



Waste Management Community Benefits Request for Donations

The City of Riviera Beach, in conjunction with Waste Management Inc. of Florida, has established a Community Benefits Policy, as amended in November 2011. Under the Policy each elected official shall be entitled to designate up to \$15,000 per year (\$7,500 on October 1st and \$7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). All requests for donations must be presented to the City Council and approved by a majority of the City Council. The City will attempt to process all requests within fourteen (14) days of City Council approval.

Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, the Palm Beach County Code of Ethics, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Name of Elected Official Sponsoring Donation: _____

Legal Name of Organization: _____

Program/ Activity Name: _____ Requested Amount: \$ _____

Briefly describe the Program/Activity below **and** attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person(s): _____

Phone: _____ Fax: _____

Email Address: _____

Name of Authorized Official: _____

Signature of Authorized Official: _____ Date: _____

*****Return the form to the Elected Official or the Legislative Office for processing.**

**Waste Management Community Benefits Request for
Donations Approval by Elected Official**

I, _____, hereby certify that the donation to
_____ complies with the City's Community Benefits
Policy. I further certify that: (1) I am not an officer, director, partner, proprietor,
employee, subcontractor or agent of the organization, its parent organization or
subsidiary and I do not have any contractual relationship with or other obligation with to
the organization its parent organization or subsidiary; (2) I have no relatives or business
associates (as those terms are defined in section 112.312, Florida Statutes) who are
officers, directors, partners, proprietors, employees, subcontractors or agents of the
organization, its parent organization or subsidiary; (3) The disbursement of the
foregoing amount will not inure to my special gain or loss or to the special gain or loss of
my relatives or my business associates; and (4) I am not aware of any conflict of
interest the disbursement of the foregoing amount to the organization will create for the
City of Riviera Beach or myself.

Signature of Elected Official: _____ Date: _____

Amount Approved by Elected Official: \$_____

City Council Action

☐ Approved

☐ Disapproved

Chairperson's Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

Meeting Date: 3/1/2017

Agenda Category: PRESENTATIONS

Subject: UPDATE ON CODE ENFORCEMENT ISSUES WITHIN THE CITY OF RIVIERA BEACH.

Recommendation/Motion:

Originating Dept		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

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Mitchell, Dorothy	Approved	2/23/2017 - 6:03 PM

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/1/2017

Agenda Category: PUBLIC HEARING

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING, CO. FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS AND A FUTURE MATERIAL STORAGE AREA, ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING) ; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends that City Council consider the request from Odyssey Manufacturing Company for site plan and special exception approval. If approved, City staff recommends specific conditions of approval as provided within the attached resolution.

Originating Dept	Department of Community Development	Costs	N/A
User Dept.	City	Funding Source	N/A
Advertised	Yes	Budget Account Number	N/A
Date	February 16, 2017		
Paper	Palm Beach Post		
Affected Parties	Notified		

Background/Summary:

Odyssey Manufacturing Company desires to construct a bleach storage and distribution facility and future material storage area on vacant land, known by parcel control number 56-43-42-32-43-001-0000, (7.1 acres) as well as two adjacent parcels, known by parcel control number 56-43-42-32-43-003-0000 (1.27 acres) and 56-43-42-32-43-004-0000 (0.58 acres). Said land has an Industrial future land use designation and General Industrial (IG) zoning designation and is adjacent to land having an Industrial future land use designation and General Industrial (IG) zoning designation as well as land having a High Density Multiple Family Residential future land use designation and a High Density Multiple Family Dwelling District (RM-20) zoning designation. The City's General Industrial (IG) zoning code requires a special exception approval for warehouses and storage uses.

On December 15, 2016 and February 9, 2017, the Planning and Zoning Board, an advisory board to the City Council, reviewed the site plan and special exception application from Odyssey Manufacturing Company. On February 9, 2017, the Planning and Zoning Board unanimously recommended disapproval of the site plan and special exception application from Odyssey Manufacturing Company.

Staff recommends that City Council consider the request from Odyssey Manufacturing Company for site plan and special exception approval. If approved, City staff recommends the following conditions of approval:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a certificate of occupancy or certificate of completion is issued.
2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.

accordance with City Code Sec. 11-141, et seq. will be levied against the property owner and/or business for violation of this condition.

4. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
5. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
6. A unity of title is required prior to the issuance of a certificate of occupancy or certificate of completion (for Parcel Numbers 56-43-42-32-43-001-0000; 56-43-42-32-43-003-0000; 56-43-42-33-43-004-0000).
7. Activity on this property which results in offensive noise (City Code Sec. 11-141, et seq.) shall be discontinued during the time between 8:00 PM and 7:00 AM.
8. Tanker trucks may actively transport bleach from this location, however, tanker trucks shall not be utilized for long-term storage of bleach or other material on-site.
9. The eight (8) 40,000 gallon storage tanks proposed shall only be utilized for the storage of bleach and no other material or substance.
10. Approval of any future expansion request of the on-site bleach storage capacity of this facility shall require an additional special exception approval (currently eight (8) 40,000 gallon storage tanks; 320,000 gallon total storage capacity).
11. Odyssey Manufacturing Company will conduct a local job fair in the City of Riviera Beach prior to City issuance of a Certificate of Occupancy or Certificate of Completion.

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 Information:

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Resolution_Odyssey_SP-16-14_+_SE-16-01_Final.docx	Resolution Odyssey SP-16-14 + SE-16-01 Final	2/17/2017	Resolution
Exhibit_A_-_Site_Plans.pdf	Exhibit A - Site Plans	2/17/2017	Exhibit
Exhibit_B_-_Landscape_Plans.pdf	Exhibit B - Landscape Plans	2/17/2017	Exhibit
Exhibit_C_-_Storage_Tank_Elevation.pdf	Exhibit C - Storage Tank Elevation	2/17/2017	Exhibit
1_of_2_Planning_ZoningBoardMeetingPacket.2.9.2017.pdf	1 of 2 Planning&ZoningBoardMeetingPacket.2.9.2017	2/17/2017	Backup Material
2_of_2_Planning_ZoningBoardMeetingPacket.2.9.2017.pdf	2 of 2 Planning&ZoningBoardMeetingPacket.2.9.2017	2/17/2017	Backup Material
Planning_and_Zoning_Board__Meeting_Minutes__2.9.2017.pdf	Planning and Zoning Board, Meeting Minutes, 2.9.2017	2/17/2017	Backup Material
Planning_ZoningBoardMeetingPacket.12.15.2016.pdf	Planning&ZoningBoardMeetingPacket.12.15.2016	2/17/2017	Backup Material
ERMI_Environmental_Risk_Assessment.pdf	ERMI Environmental Risk Assessment	2/17/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Gagnon, J	Approved	2/21/2017 - 4:21 PM
Purchasing	Mealy, Dean	Approved	2/21/2017 - 4:24 PM
Finance	sherman, randy	Approved	2/21/2017 - 5:21 PM
Attorney	Lina Busby, Lina	Approved	2/23/2017 - 3:34 PM
City Clerk	Burgess, Jackie	Approved	2/23/2017 - 5:04 PM
City Manager	Jones, Danny	Approved	2/23/2017 - 5:09 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING COMPANY FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS AND A FUTURE MATERIAL STORAGE AREA, ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Odyssey Manufacturing Company desires to construct a bleach storage and distribution facility and future material storage area on vacant land, known by parcel control number 56-43-42-32-43-001-0000, (7.1 acres) as well as two adjacent parcels, known by parcel control number 56-43-42-32-43-003-0000 (1.27 acres) and 56-43-42-32-43-004-0000 (0.58 acres); and

WHEREAS, said land has an Industrial future land use designation and General Industrial (IG) zoning designation and is adjacent to land having an Industrial future land use designation and General Industrial (IG) zoning designation as well as land having a High Density Multiple Family Residential future land use designation and a High Density Multiple Family Dwelling District (RM-20) zoning designation; and

WHEREAS, the City's General Industrial (IG) zoning code requires a special exception approval for warehouses and storage uses; and

WHEREAS, on December 15, 2016 and February 9, 2017, the Planning and Zoning Board, an advisory board to the City Council, reviewed the site plan and special exception application from Odyssey Manufacturing Company; and

WHEREAS, on February 9, 2017, the Planning and Zoning Board unanimously recommended disapproval of the site plan and special exception application from Odyssey Manufacturing Company; and

WHEREAS, the City Council desires to approve the site plan and special exception application from Odyssey Manufacturing Company for the construction of a bleach storage and distribution facility, including eight (8) 40,000 gallon storage tanks and a future material storage area (development phase 2).

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 finds that the special exception and site plan application from Odyssey Manufacturing Company for the construction of a bleach storage and distribution facility, including eight (8) 40,000 gallon storage tanks and a future material storage area (phase 2), on a +/-7.1 acre vacant parcel of land, known by PCN 56-43-42-32-43-001-000, located on the south side of Dr. Martin Luther King Junior Boulevard is consistent with and compatible to the City's Comprehensive Plan and Code of Ordinances.

SECTION 2. The City Council finds that the development proposal from Odyssey Manufacturing Company has met the standards required for granting a special exception as provided in City Code Section 31-62 and as provided in the findings below:

Special Exception Analysis [City Code Section 31-62]

a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

- Ingress and Egress to and from the site is available through Dr. Martin Luther King Jr. Blvd. Odyssey has agreed to add pedestrian striping / crosswalk markings connecting the existing sidewalks on either side of the driveway.

b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.

- Adequate automobile parking spaces have been proposed in accordance with the City's Land Development Regulations. Truck parking areas have also be provided. Tanker trucks and railcars are proposed to be used at this location as a primary function of business operations.

c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.

- A 6 foot high masonry enclosure has been proposed to hold one dumpster for onsite garbage collection.

d. Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.

- Utilities are currently available to the site and will be properly connected.
- e. ***Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.***
 - An eight (8) foot concrete wall has been proposed along the western property line, adjacent to the Stonybrook Apartments. Also, City staff has recommended that additional landscaping be provided along the western portion of the property to mitigate for the omission of the eastern and southern landscape buffer (30 additional trees, green buttonwood or similar). Odyssey has agreed to add 30 additional trees.
- f. ***Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.***
 - No freestanding signage is currently proposed.
 - A lighting plan has been provided, which demonstrates adequate lighting and no light trespass from the property.
- g. ***Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.***
 - Adequate yard/open space has been proposed in accordance with the City's Code of Ordinances.
- h. ***Other applicable requirements such as those found in Sections 31-481 et seq., 31-566 et seq. and 31-596 et seq.***
 - A third-party environmental risk assessment has been provided by the applicant; prepared by Environmental Risk Management, Inc. (ERMI), dated January 20, 2017.

SECTION 3. The City Council hereby approves the site plan and special exception application from Odyssey Manufacturing Company with the following conditions:

RESOLUTION NO. _____
PAGE 4 of 6

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a certificate of occupancy or certificate of completion is issued.
2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
5. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
6. A unity of title is required prior to the issuance of a certificate of occupancy or certificate of completion (for Parcel Numbers 56-43-42-32-43-001-0000; 56-43-42-32-43-003-0000; 56-43-42-33-43-004-0000).
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9. The eight (8) 40,000 gallon storage tanks proposed shall only be utilized for the storage of bleach and no other material or substance.
10. Approval of any future expansion request of the on-site bleach storage capacity of this facility shall require an additional special exception approval (currently eight (8) 40,000 gallon storage tanks; 320,000 gallon total storage capacity).

RESOLUTION NO. _____
PAGE 5 of 6

11. Odyssey Manufacturing Company will conduct a local job fair in the City of Riviera Beach prior to City issuance of a Certificate of Occupancy or Certificate of Completion.

SECTION 4. The associated site plan, landscape plan, and elevations are attached hereto and made a part of this Resolution as Exhibit "A", "B", and "C".

SECTION 5. Should any one or more of the provisions or elements of this Resolution be held invalid, such provisions or elements shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

SECTION 6. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this _____ day of _____, 2017.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

RESOLUTION NO. _____
PAGE 6 of 6

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, ESQ.
CITY ATTORNEY

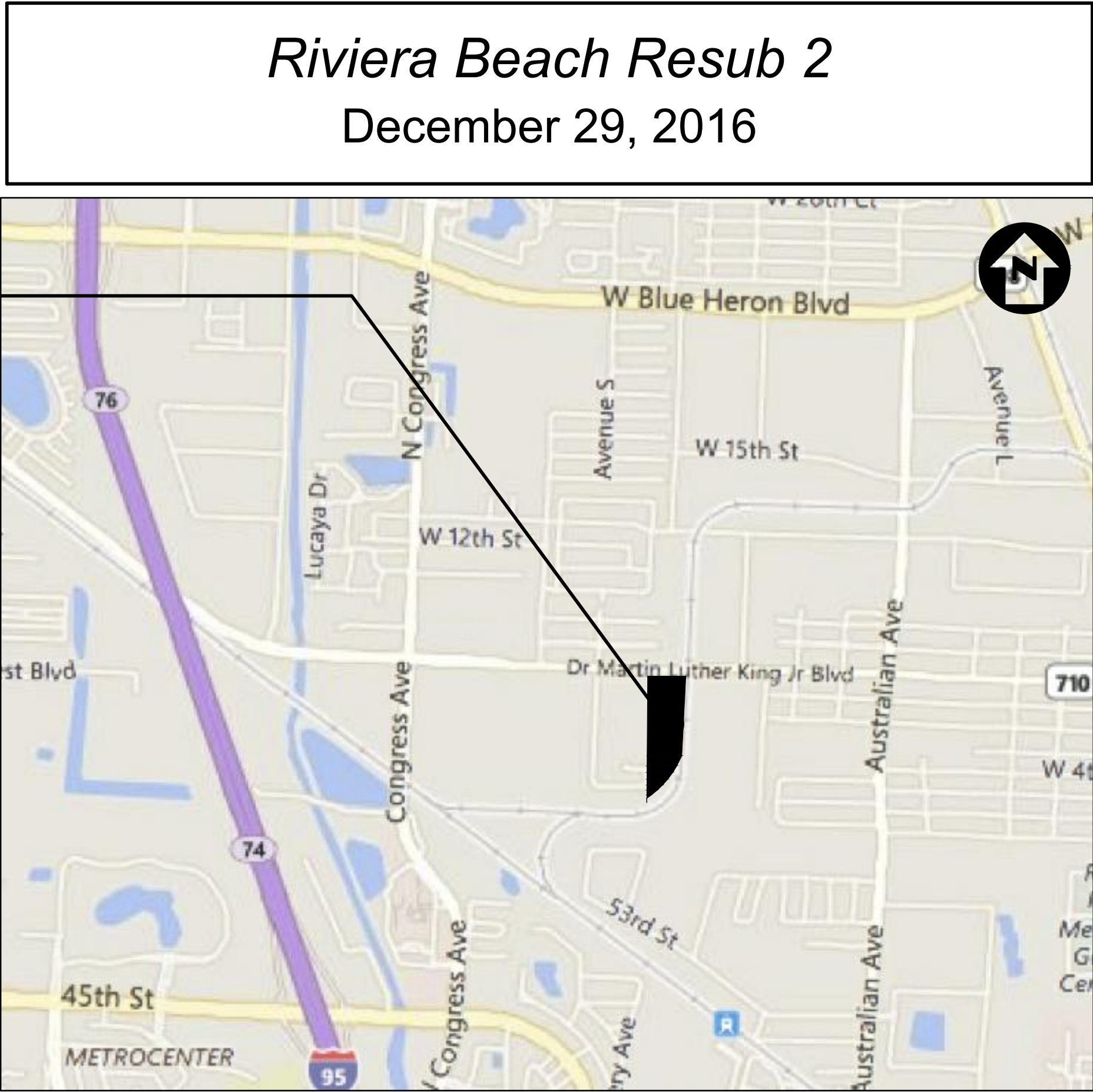
DATE: _____

ODYSSEY MANUFACTURING CO.

DISTRIBUTION FACILITY

SITE CONSTRUCTION PLANS

PROJECT LOCATION
Parcel No: 56434232430010000
56434232430030000
56434232430040000



VICINITY MAP
PALM BEACH COUNTY, FLORIDA
Section 32, Township 42S, Range 43E

OWNER
ODYSSEY MANUFACTURING CO.
1484 MASSARO BLVD
TAMPA, FL 33619
813-635-0339

DRAWING INDEX

(TOTAL NUMBER OF SHEETS = 8)

GENERAL
G-1 Cover Sheet
G-2 Construction Specifications, Legend & Symbolology
G-3 Existing Conditions/Demolition Plan

CIVIL
C-1 Master Site Plan
C-2 Paving, Grading and Drainage Plan
C-3 Utility Plan

DETAILS
CD-1 Paving, Grading and Drainage Details
CD-2 Paving, Grading and Drainage Details

REFERENCE
Boundary and Topographical Survey provided separately

LANDSCAPE
Landscape plans provided separately

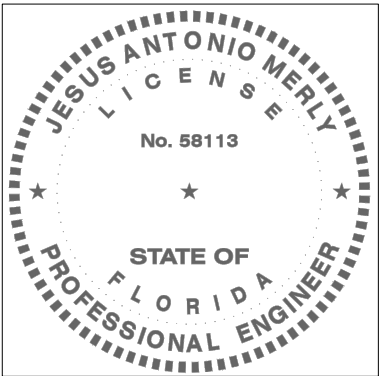
BUILDING PLANS
Building plans provided separately

REFERENCE (FDOT Design Standard Indexes)
001 - Standard Abbreviations
102 - Temporary Erosion and Sediment Control
200 - Structure Bottoms Type J and P
232 - Ditch Bottom Inlets - Types C, D, E And H
802 - Fence Type B

12/29/16	RIVIERA BEACH RESUB 2
DATE	REVISION

DISTRIBUTION FACILITY

Engineer of Record:
Jesus A. Merly, PE FL Reg No. 58113



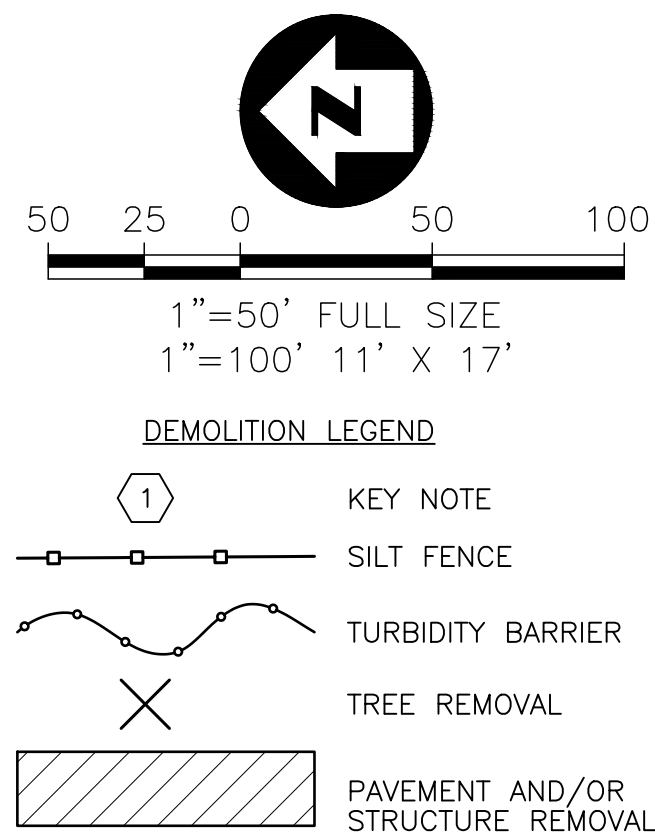
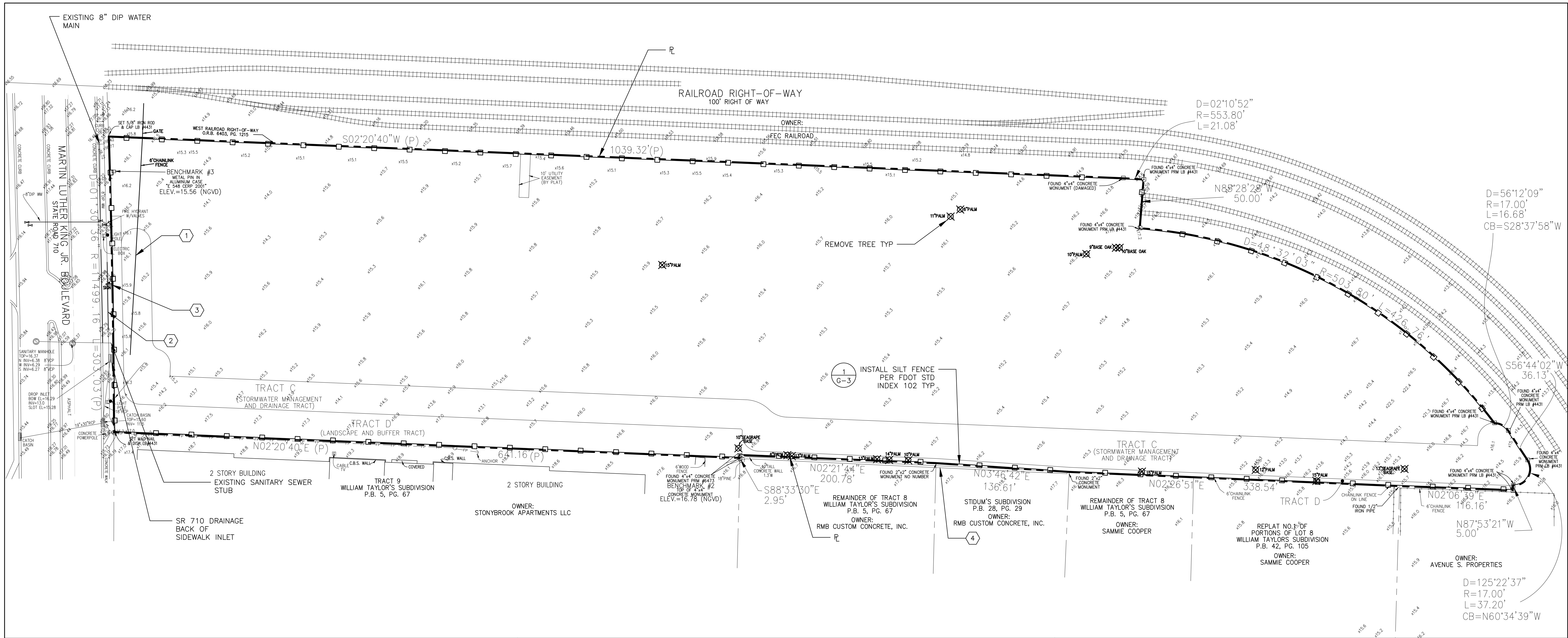
LEGAL DESCRIPTION
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN
PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA.



5M Civil LLC

Professional Civil Engineering Services

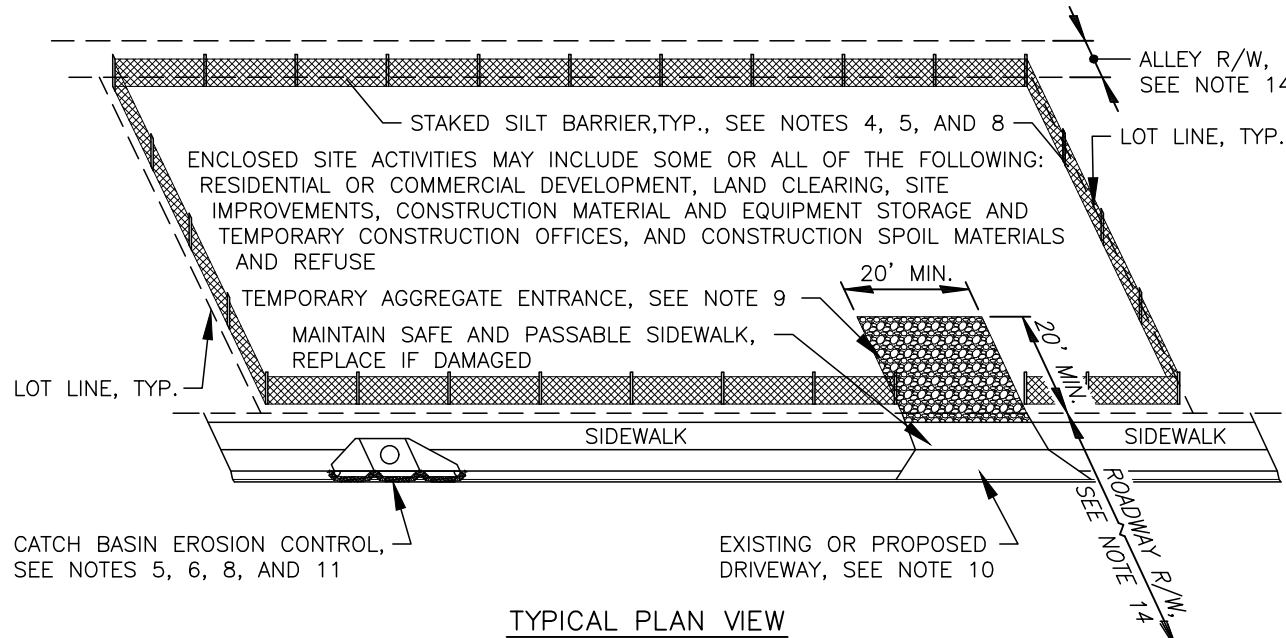
12315 Wycliff Pl
Tampa, FL 33626
PHONE: (813) 404-8872
www.5mcivil.com
FBPR Certificate of Authorization No: 26.929



DEMOLITION NOTES:

1. CONTRACTOR SHALL MAINTAIN SILT FENCING AND TREE BARRICADES IN PROPER FUNCTIONING CONDITION THROUGHOUT CONSTRUCTION.
2. INSTALL OFFSITE SOIL TRACKING PREVENTION DEVICE AT CONSTRUCTION ACCESS/INGRESS. SEE DETAIL SHEET G-3
3. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
4. ALL DISTURBED AREAS SHALL BE SODDED UNLESS NOTED OTHERWISE ON THESE PLANS.
5. CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT TRAFFIC CONTROL STANDARD INDICES 600.

NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT



1
G-3

SITE DEVELOPMENT AND/OR CONSTRUCTION STAGING SITE EROSION CONTROL DETAIL


NTS

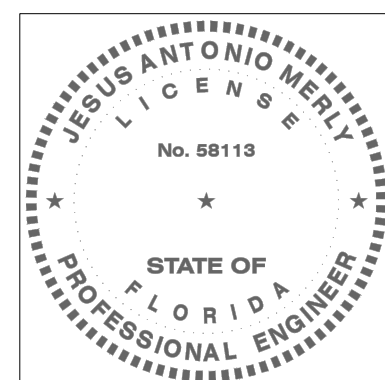
NOTES:

1. NON-CONFORMANCE WITH THE ITEMS LISTED OR SHOWN ON THIS DETAIL MAY RESULT IN A "STOP WORK" ORDER.
2. THE PURPOSE OF THIS DETAIL IS TO ASSIST THE DEVELOPER, BUILDER, AND/OR CONTRACTOR TO MEET THE MINIMUM REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) WATER PERMIT.
3. THIS DETAIL IS APPLICABLE FOR ALL CONSTRUCTION SITES AS DESCRIBED ABOVE OF LESS THAN ONE (1) ACRE. THOSE SITES GREATER THAN ONE (1) ACRE ALSO MUST OBTAIN COVERAGE UNDER AN NPDES STORM WATER PERMIT.
4. THE SILT BARRIER SHALL BE INSTALLED ONE FOOT INSIDE THE PROPERTY LINE OR TWO FEET FROM THE SIDEWALK AS SHOWN ABOVE. FOR SILT BARRIER REQUIREMENTS AND INSTALLATION REQUIREMENTS, SEE APPLICABLE DETAIL.
5. INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES DAILY AND/OR AFTER A RAINFALL.
6. FOR CATCH BASIN FILTER REQUIREMENTS, SEE FDOT STANDARD INDEX 102.
7. EXISTING GRASS VEGETATION SHALL BE MAINTAINED AT A 10 INCH HEIGHT OR LESS.
8. ALL SOIL EROSION CONTROL DEVICES MUST REMAIN IN PLACE UNTIL NEW VEGETATION IS ESTABLISHED. ALL DISTURBED AREAS SHALL BE SODDED AFTER FINAL GRADING.
9. TEMPORARY AGGREGATE ENTRANCE SHALL BE A MINIMUM 6" THICK OF STANDARD GRADATION SIZE #1 OR #2 RANGE AS PER FDOT SECTION 901, AND SHALL BE COMPACTED. AGGREGATE SHALL BE QUARTZ OR CRUSHED GRANITE, LIMESTONE, DOLOMITE OR SANDSTONE SHALL NOT BE ACCEPTABLE.
10. IF THERE IS NO EXISTING DRIVEWAY OR AN ALTERNATE INGRESS/EGRESS IS TO BE USED DURING CONSTRUCTION, THE METHOD OF ACCESS SHALL CONFORM TO THE "TEMPORARY AGGREGATE ENTRANCE" AS DESCRIBED ABOVE.
11. REGULARLY REMOVE COLLECTED SEDIMENT AND DEBRIS FROM THE SILT BARRIERS AND GUTTER FLOW LINE.
12. FOR ALL SAND AND SOIL STOCKPILES DUST/EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
13. KEEP CONSTRUCTION SITE LITTER/DEBRIS, AND LEAKING CONTAINERS IN ORDERLY CONTAINMENT AREAS.
14. SWEEP ENTRANCE AND ADJACENT ROADWAY WEEKLY TO KEEP FREE OF CONSTRUCTION DEBRIS.
15. SWEEP PAVED SURFACES ONLY. DO NOT WASH DOWN UNTIL SITE IS FINISHED.

DEMOLITION KEY NOTES

1	REMOVE EXISTING CHAIN LINK FENCING.
2	REMOVE EXISTING SIDEWALK AND CURB FOR DRIVEWAY CONSTRUCTION. SEE SHEET C-2.
3	REMOVE AND RESET SIGN.
4	EXISTING CONCRETE WALL SHALL REMAIN UNDISTURBED.

B	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
 5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			

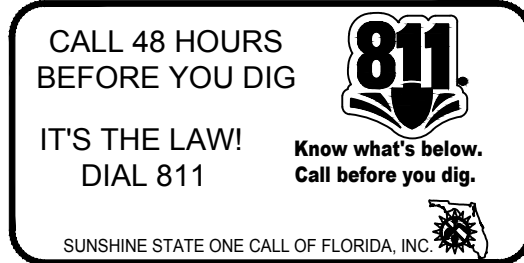
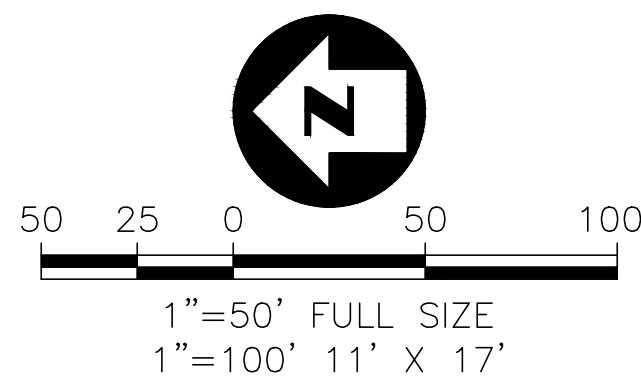
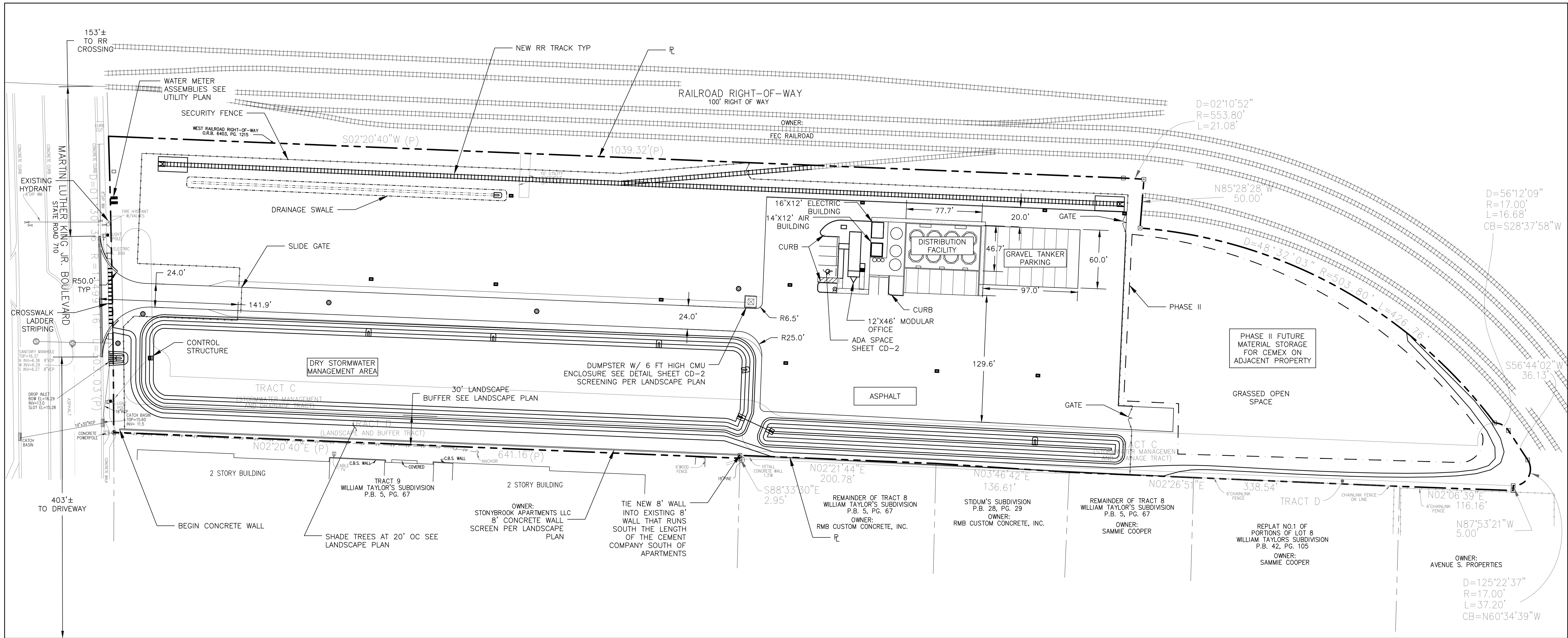


EXISTING CONDITIONS/ DEMOLITION PLAN

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

G-3



NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT

GENERAL NOTES

1. THE LEGAL DESCRIPTION IS PROVIDED THROUGH RECORDED DEEDS OF PURCHASE.
2. EXISTING FEATURES AND TREES ARE SHOWN PER A FIELD SURVEY PERFORMED BY LIDBERG LAND SURVEYING, INC. FIELD DATE OF JUNE 21, 2016.
3. MECHANICAL EQUIPMENT SHALL BE SCREENED PER CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE.
4. THE PROJECT WILL COMPLY WITH CPTD REGULATIONS.
 - 4.1. Natural Surveillance Strategy. Well lit parking areas.
 - 4.2. Natural Access Control Strategy. Well lit interior/exterior spaces.
 - 4.3. Territorial Reinforcement Strategy. Security system signage.

SITE PLAN DATA

1. **LEGAL DESCRIPTION**
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2. **BUILDING DATA**
PROPOSED BUILDING AREA = 12,162 SF
PROPOSED BLDG HEIGHT = 15±

3. ZONING DATA

PARCEL NO: 56-43-42-32-43-001-0000
ZONE: IG

4. FLOOD DATA

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982

5. PARKING DATA

MANUFACTURING 1 SP/500 SF GFA
PHASE 1 = 912 SF
REQUIRED = 912/500 = 2 SP (1 ADA)
PROVIDED = 6 SP (1 ADA)

6. EXISTING LAND USE DATA

PAVEMENT AND CONCRETE = 0 SF
BUILDINGS = 0 SF
OPEN SPACE = 390,577 SF
TOTAL = 390,577 SF = 8.97 AC

7. PLANNED LAND USE DATA

PAVEMENT AND GRAVEL = 112,187 SF
BUILDINGS = 912 SF
OPEN SPACE = 277,478 SF

8. UTILITY DATA

POTABLE: CITY OF RIVIERA BEACH - consists of 2" and 6" service lines with meters and backflow preventors just inside property line.

SANITARY: CITY OF RIVIERA BEACH - consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

FIRE: Existing hydrant at roadway and private hydrant within facility.

SOLID WASTE: Planned dumpster

ELECTRIC: FP&L overhead electric west side of property line/Underground electric service from west side of property to 350 KVA pad-mount transformer.

9. NO LANDSCAPING ON MLK JR ROADWAY ON NE CORNER OF PROPERTY TO ALLOW ROAD VISIBILITY FOR RAILROAD AT ROAD CROSSING.

10. ALL NON ADA PARKING SPACES ARE 10'X20'. CROSS AISLE IS 24' MINIMUM


11. FENCING/WALL

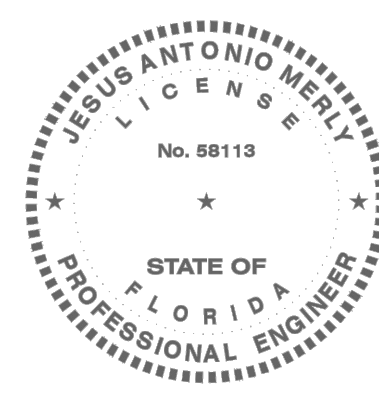
- 11.1. 8' tall decorative fencing on the north side of the property and other areas where the fencing is visible from the roadway. Decorative fencing will consist

of climb resistant 6063-T6 black anodized aluminum material.

- 11.2. 6' chained link fence with black vinyl coating w/2 ft barbed bent in on the east and south sides of the property where the fencing is not visible from the roadway.

- 11.3. 8' wall shall be installed on the west side of the property to tie into existing wall on the west side of the property as shown herein.

C	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
	Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)		
			
	5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com		
	FBPR Certificate of Authorization No.: 26929		

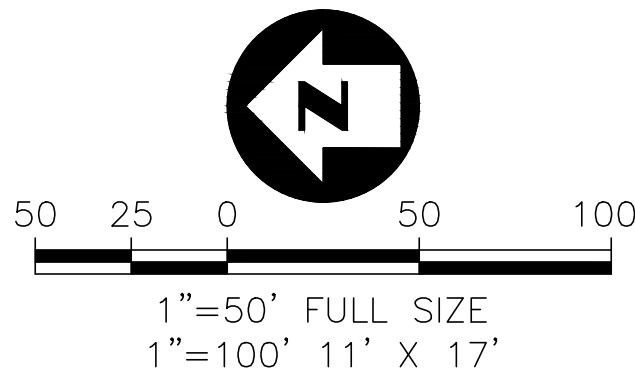
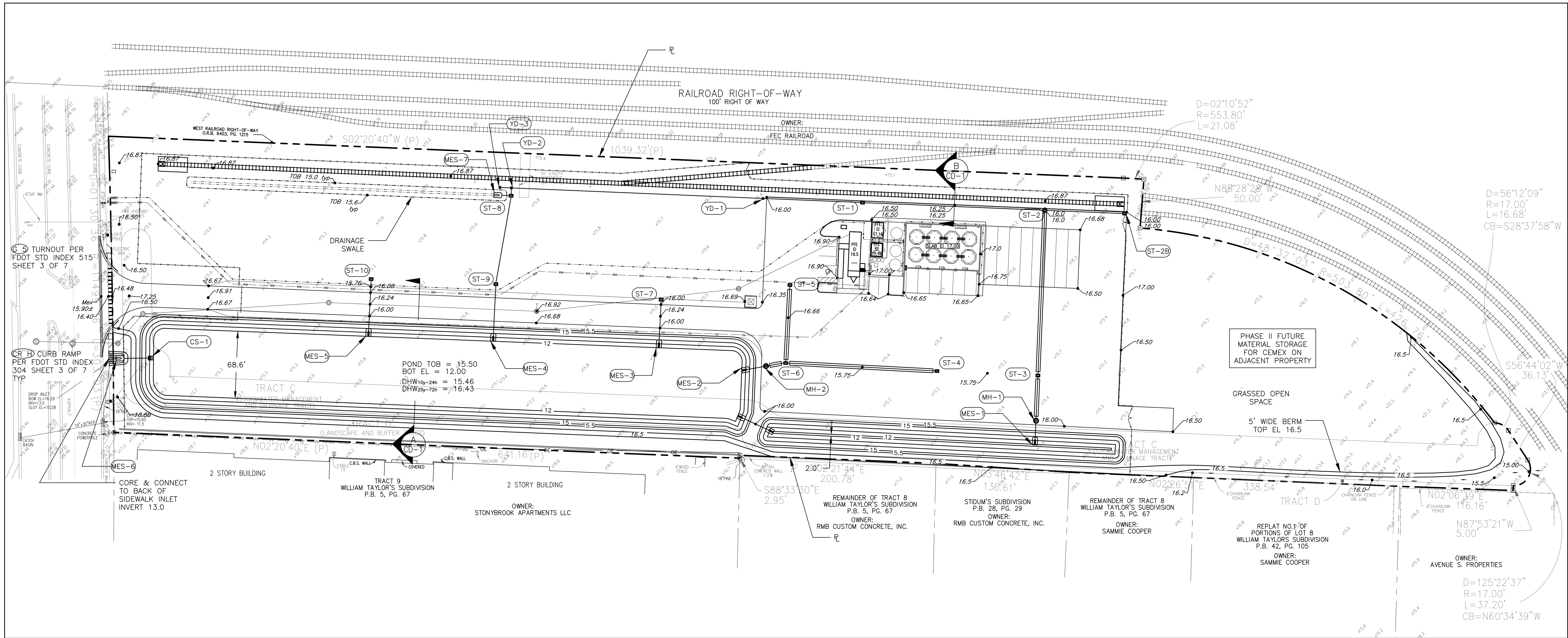


MASTER SITE PLAN

RIVIERA BEACH
DISTRIBUTION FACILITY

ODYSSEY
MANUFACTURING CO.

C-1



NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT

PAVING, GRADING AND DRAINAGE NOTES:

- UNLESS DESIGNATED OTHERWISE ALL CURB SHOWN SHALL BE TYPE D PER FDOT STD INDEX 300.
- UNLESS DESIGNATED OTHERWISE ALL SPOT ELEVATIONS REFERENCE FINISHED PAVT ELEVATIONS. BACK OF CURB ELEVATIONS SHALL BE EQUAL TO THE FINISHED PAVEMENT ELEVATION PLUS THE HEIGHT OF THE PLANNED CURB (6").
- DETECTABLE WARNING SURFACE (DWS) SHALL CONSIST OF RAISED TRUNCATED DOMES IN ACCORDANCE WITH FDOT DESIGN STANDARD INDEX 304. THE DWS SYSTEM SHALL CONSIST OF VANGUARD EPOXY SYSTEM, OR SIMILAR PRODUCT ON THE FDOT QUALIFIED PRODUCT LIST FOR SPECIFICATION SECTION 527. COLOR SHALL BE RED.
- CENTER OF CONCRETE BUMPER GUARD (WHEEL STOP) SHALL BE SET 30" FROM END OF PARKING STALL.
- THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982.
- YARD DRAINS SHALL HAVE HEAVY DUTY DROP IN GRATES. DRAINS SHALL HAVE 6" DIAMETER WEEP HOLE IN THE BOTTOM.
- UNLESS OTHERWISE NOTED CONSTRUCT SIDEWALK IN ACCORDANCE WITH FDOT STD INDEX 310

STORM DRAINAGE STRUCTURE SCHEDULE						
STRUCTURE	TYPE	INV (N)	INV (S)	INV (W)	INV (E)	RIM OR GRT EL
ST-1	TYPE C DBI FDOT STD INDEX 232	---	12.35	---	---	16.00
ST-2	TYPE C DBI FDOT STD INDEX 232	12.25	---	12.25	---	16.00
ST-2B	TYPE C DBI FDOT STD INDEX 232	12.35	---	---	---	16.00
ST-3	TYPE C DBI FDOT STD INDEX 232	---	---	12.00	12.00	15.50
MH-1	TYPE P-8 MANHOLE PER FDOT STD INDEX 200 AND 201	---	---	11.75	12.00	15.96
MES-1	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---
ST-4	TYPE C DBI FDOT STD INDEX 232	12.00	---	---	---	15.50
ST-5	TYPE C DBI FDOT STD INDEX 232	---	---	12.00	---	16.00
ST-6	TYPE C DBI FDOT STD INDEX 232	11.90	11.90	---	11.90	15.50
MH-2	TYPE P-8 MANHOLE PER FDOT STD INDEX 200 AND 201	11.60	11.80	---	---	15.90
MES-2	MES FDOT STD INDEX 272 SHEET 1 OF 6	11.50	---	---	---	---
ST-7	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	---	15.50
MES-3	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---
YD-1	15" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	12.25	12.25	---	---	16.25
YD-2	24" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	12.10	12.10	12.10	---	15.25

STORM DRAINAGE STRUCTURE SCHEDULE						
STRUCTURE	TYPE	INV (N)	INV (S)	INV (W)	INV (E)	RIM OR GRT EL
YD-3	15" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	---	12.20	---	---	15.25
ST-8	TYPE C DBI FDOT STD INDEX 232	11.70	---	11.70	11.95	15.70
ST-9	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	11.60	15.10
MES-4	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---
ST-10	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	---	15.10
MES-5	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---
MES-6	MES FDOT STD INDEX 272 SHEET 1 OF 6	13.00	---	---	---	---
MES-7	MES FDOT STD INDEX 272 SHEET 1 OF 6	12.75	13.00	---	---	---
CS-1	CONTROL STRUCTURE	SEE SHEET CD-1				---

B

RIVIERA BEACH RESUB 2

REV

DESCRIPTION

JAM

12/29/16

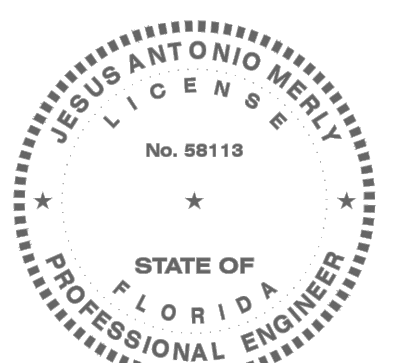
BY

DATE

Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD) NAVD = NGVD - 1.55'

5M CIVIL LLC
12315 Wycliff Pl - Tampa, FL 33626
P:(813) 404-8872 - www.5mcivil.com

FBPR Certificate of Authorization No.: 26929

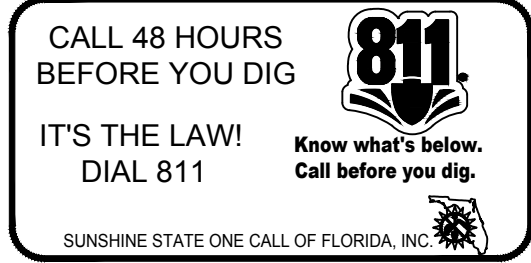
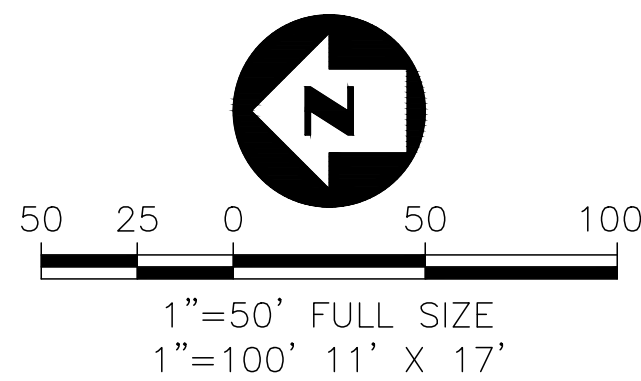
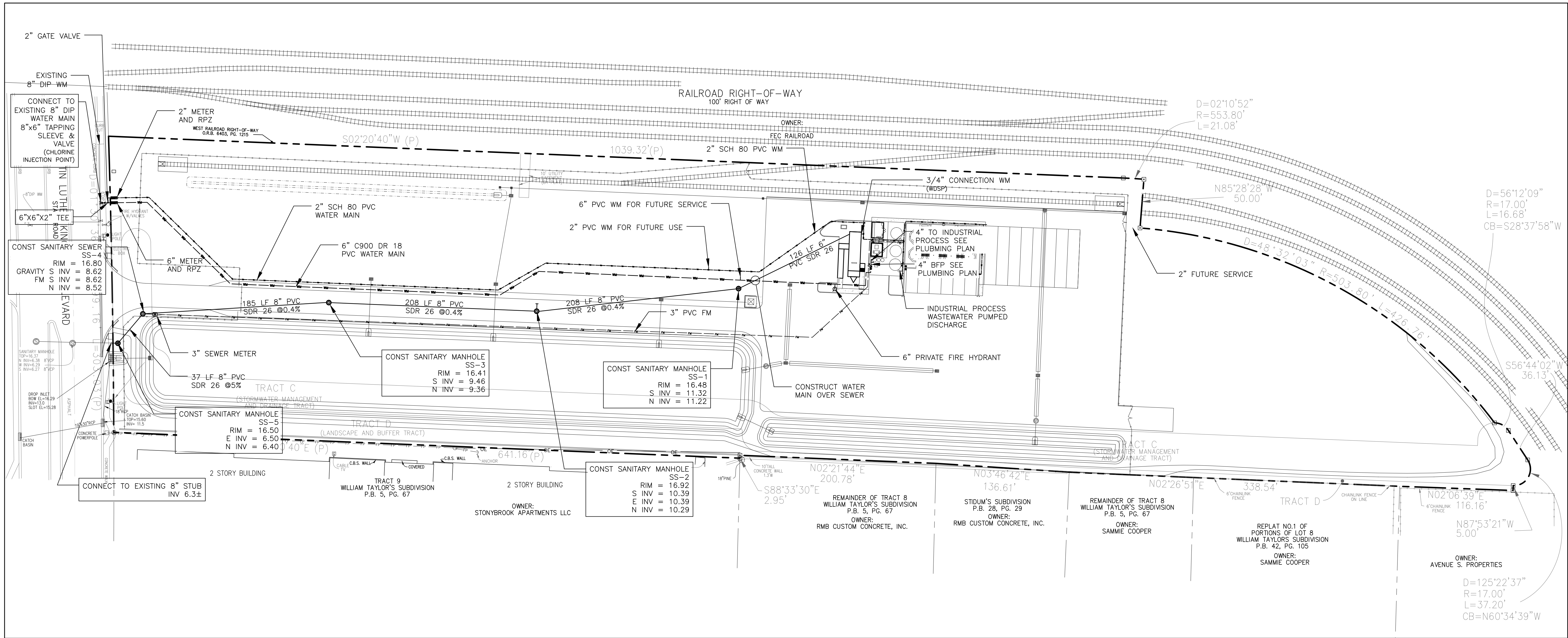


PAVING, GRADING AND DRAINAGE PLAN

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.


C-2

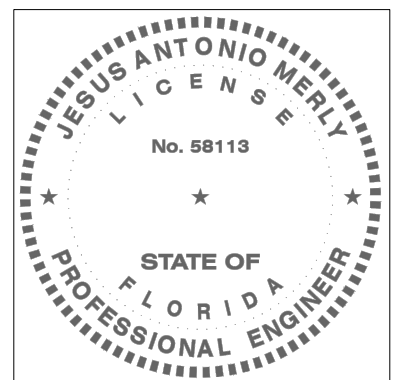


NOTE: NO WETLAND IMPACTS
ASSOCIATED WITH THIS PROJECT

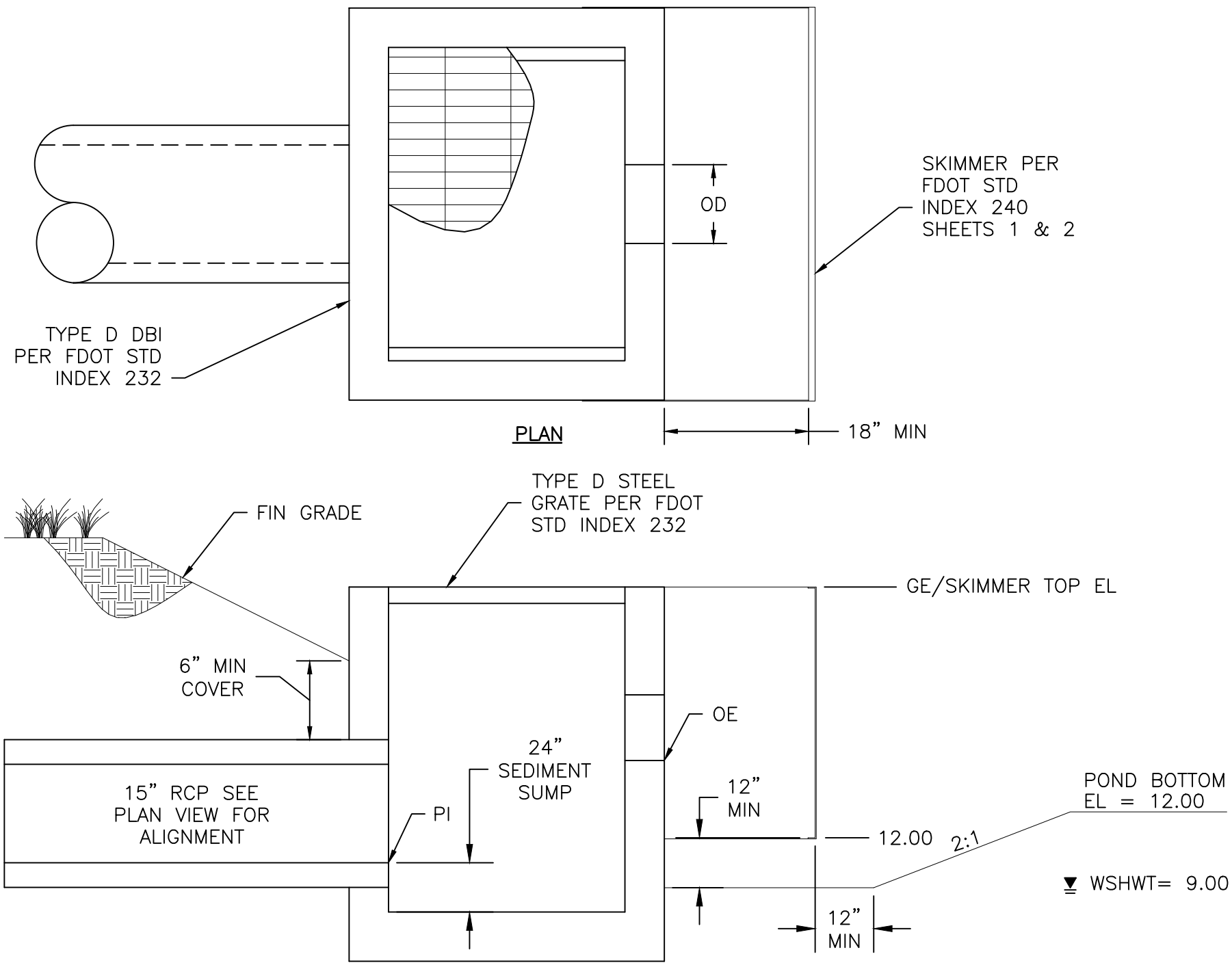
UTILITY NOTES:

1. CONTRACTOR SHALL VERIFY THE LOCATION AND INVERT OF THE DESIGNATED POINT OF CONNECTIONS BEFORE FORCE MAIN, GRAVITY SEWER OR WATER MAIN IS CONSTRUCTED.
2. ALL WATER AND SEWER SYSTEM WORK SHALL CONFORM WITH CITY OF RIVIERA BEACH SPECIFICATIONS, LATEST EDITIONS THEREOF.
3. FIRE FLOW IS PROVIDED BY THE EXISTING FIRE HYDRANT AT MLK AND PROPOSED PRIVATE HYDRANT.
4. CONTRACTOR TO EXPOSE WATER MAIN AND FURNISH TAPPING SLEEVE AND VALVE FOR WATER METER TAP.
5. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH UTILITIES DEPT. PRIOR TO THE SELECTION AND ORDERING OF THE WATER METER, BACKFLOW PREVENTION DEVICE ASSEMBLIES AND SEWER METER.
6. ALL NON-METALLIC PIPE WILL BE INSTALLED WITH 2 PAIR, 10 GAUGE, AND COPPER TRACER WIRE.
7. POTABLE: CITY OF RIVIERA BEACH – consists of 2" and 6" service lines with meters and backflow preventors just inside property line.
8. SANITARY: CITY OF RIVIERA BEACH – consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

B	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
			
5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			

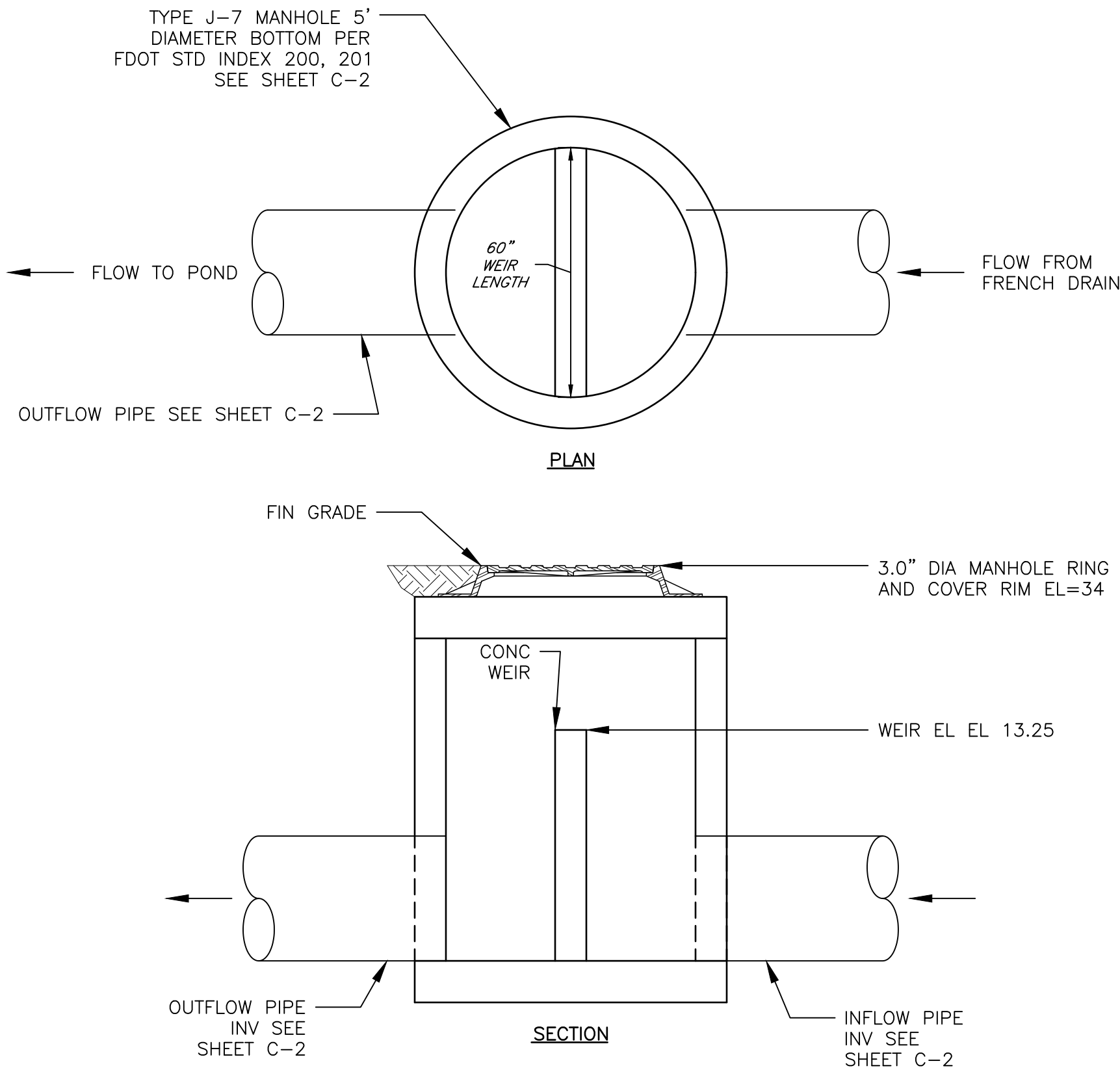


UTILITY PLAN	
RIVIERA BEACH DISTRIBUTION FACILITY	
ODYSSEY MANUFACTURING CO.	C-3

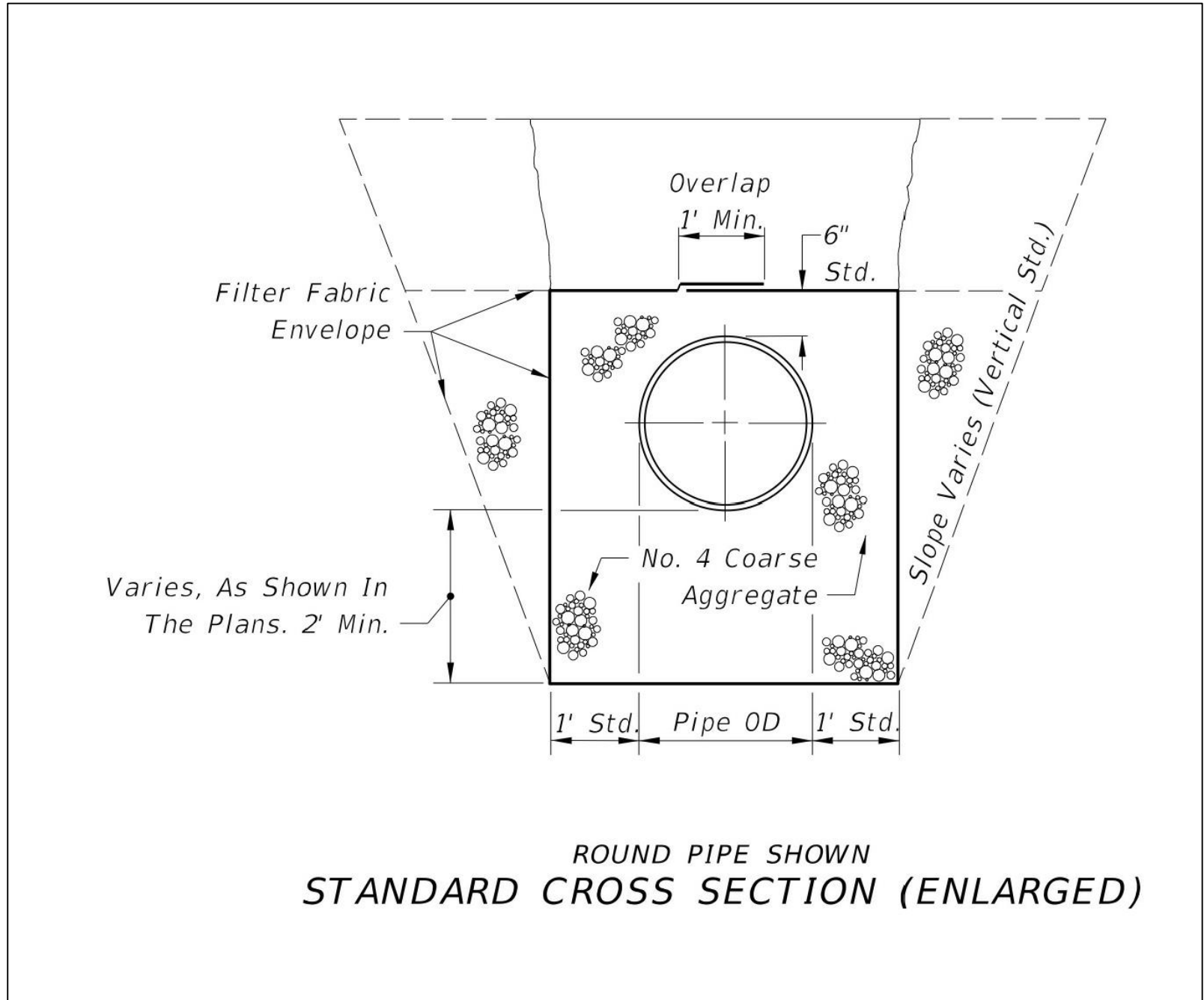


CONTROL STRUCTURE SCHEDULE				
STRUCTURE	OD ORIFICE DIAMETER (IN)	GE GRATE ELEVATION (FT NGVD)	OE ORIFICE ELEVATION (FT NGVD)	PI PIPE INVERT (FT NGVD)
CS-1	3.75	16.50	13.00	13.00

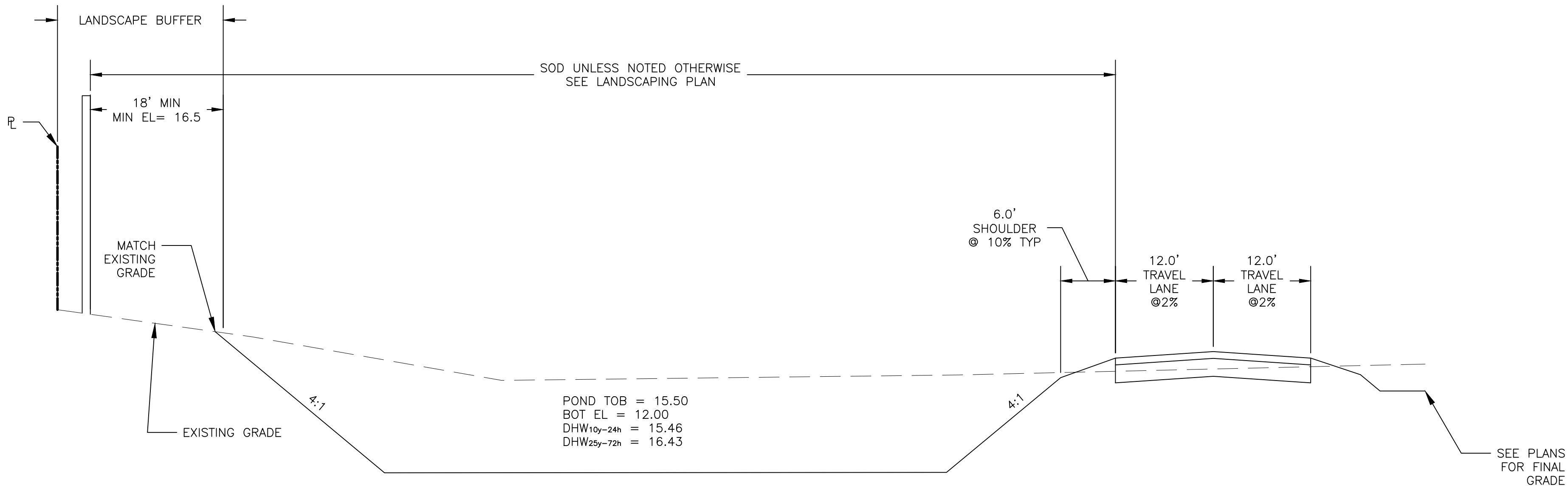
1 CONTROL STRUCTURE DETAIL
C-2 NOT TO SCALE



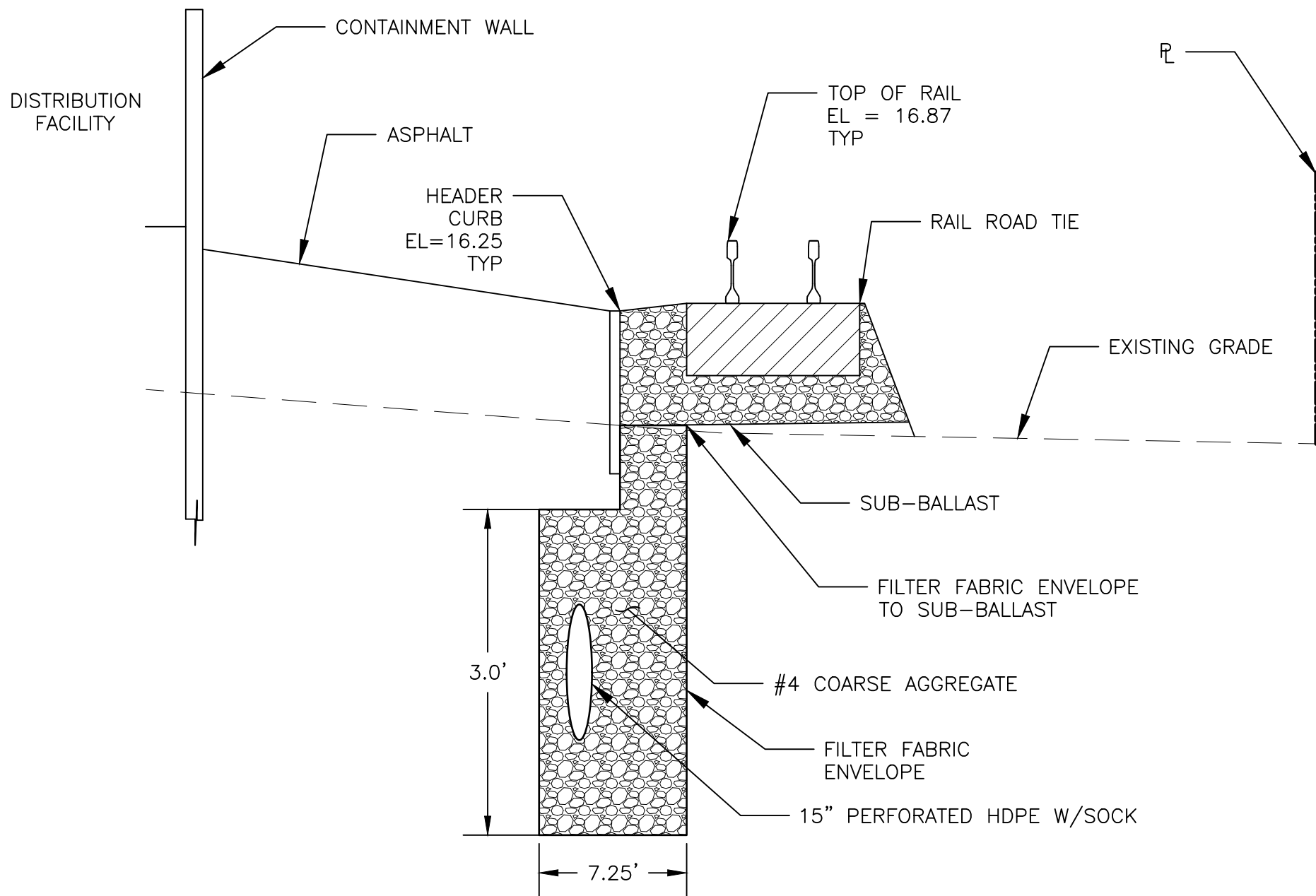
2 FRENCH DRAIN CONTROL MANHOLES
C-2 NOT TO SCALE




3 FRENCH DRAIN CROSS SECTION
C-2 NOT TO SCALE

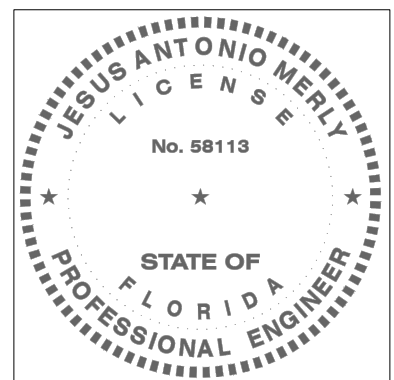


A SECTION A
C-2 NOT TO SCALE

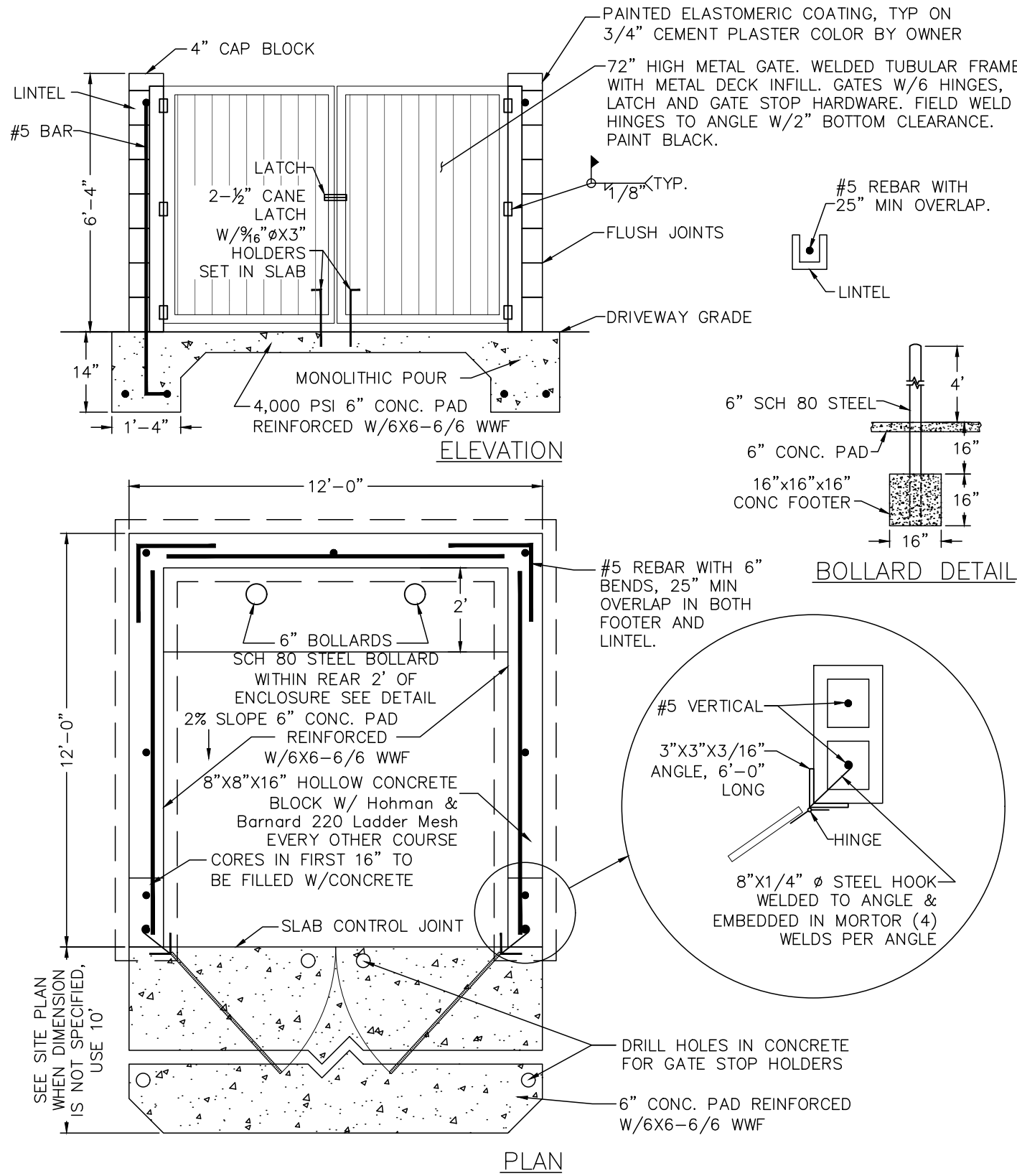


B SEC BB - UNDERDRAIN DETAIL
C-2 NOT TO SCALE

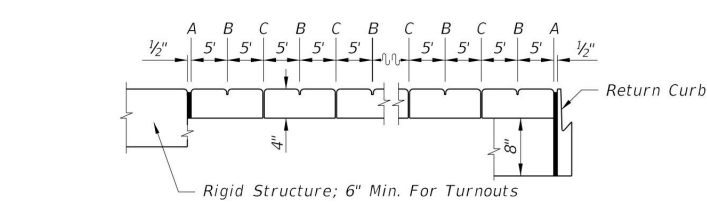
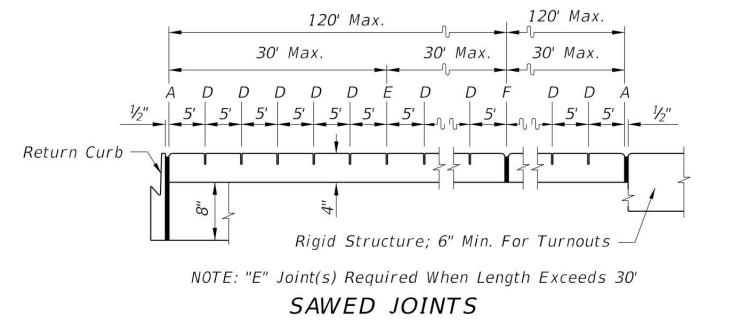
E	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
			
5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			



PAVING, GRADING AND DRAINAGE DETAILS	
RIVIERA BEACH DISTRIBUTION FACILITY	
ODYSSEY MANUFACTURING CO.	CD-1



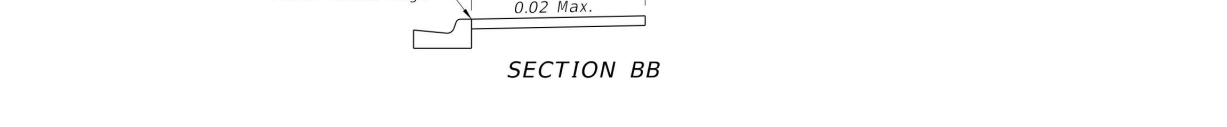
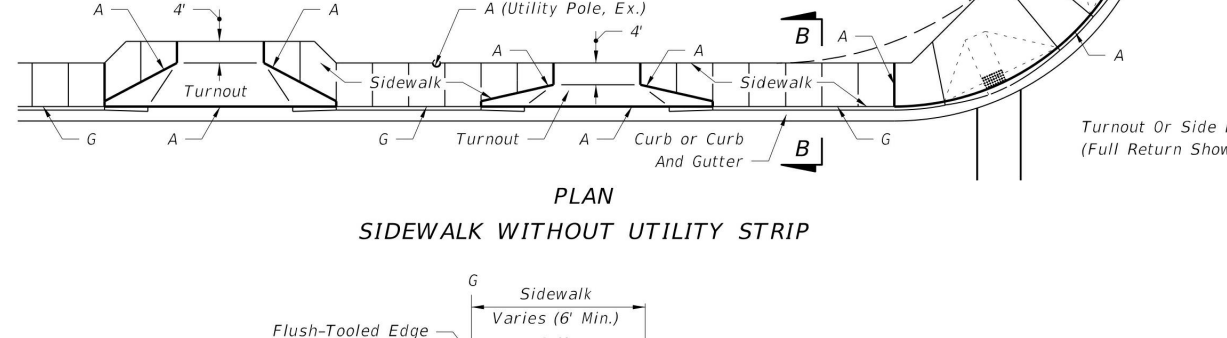
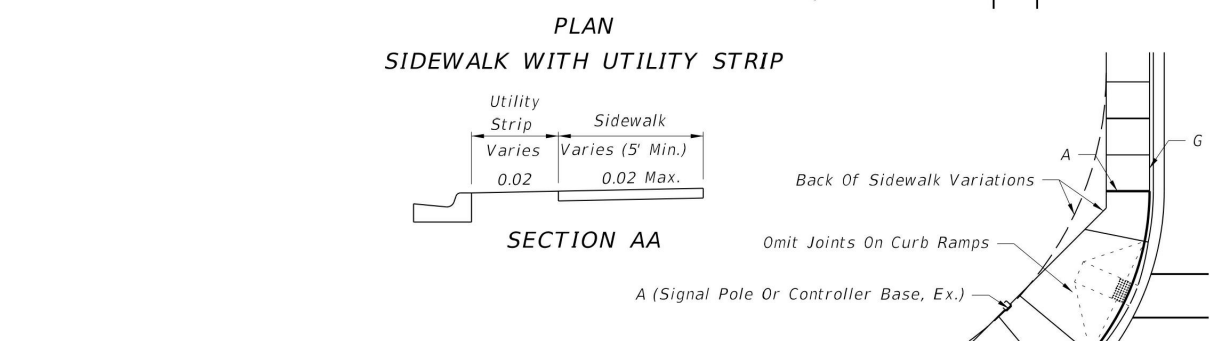
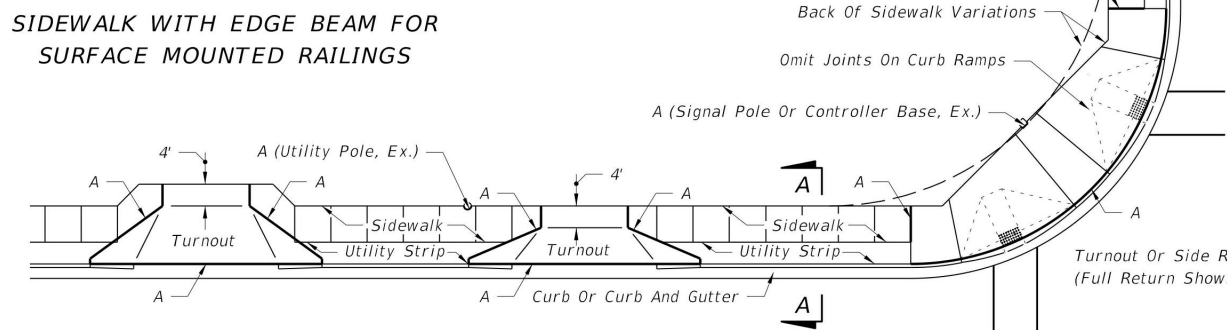
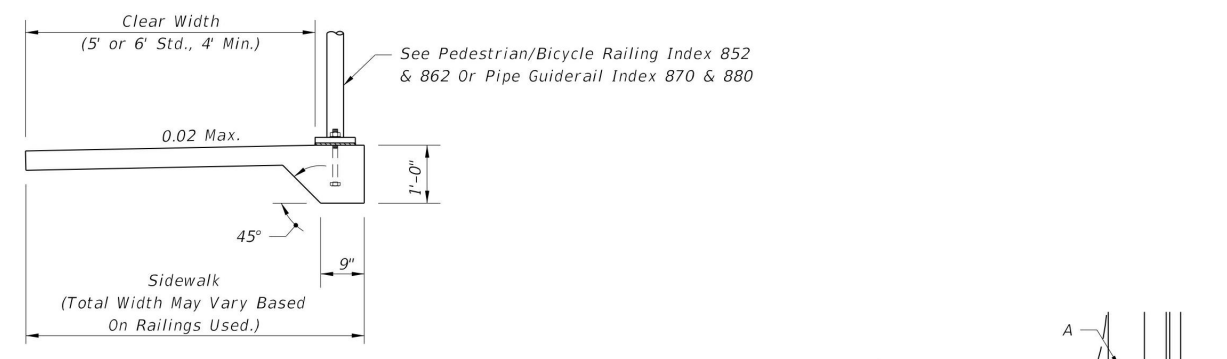
1 SINGLE DUMPSTER ENCLOSURE
C-1 NOT TO SCALE



- JOINT LEGEND**
- A-1/2 Expansion Joints (Preformed Joint Filler)
 - B-1/2 Dummy Joints, Tooled
 - C-1/2 Formed Open Joints
 - D-3/4 Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 3' Centers
 - E-3/4 Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers
 - F-1/2 Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.
 - G-Cold Joint With Bond Breaker, Tooled

- NOTES FOR CONCRETE SIDEWALK ON CURBED ROADWAYS**
- Construct sidewalks in accordance with Specification Section 522.
 - Include detectable warnings on sidewalk curb ramps and construct in accordance with Index No. 304.
 - Detectable warnings are not required where sidewalks intersect urban flared turnouts.
 - Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils nor more than 1/2".
 - For turnouts see Index No. 515.
 - Construct sidewalks with 1" thick Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Picket Railing or Pipe Guiderail shown in the plans.

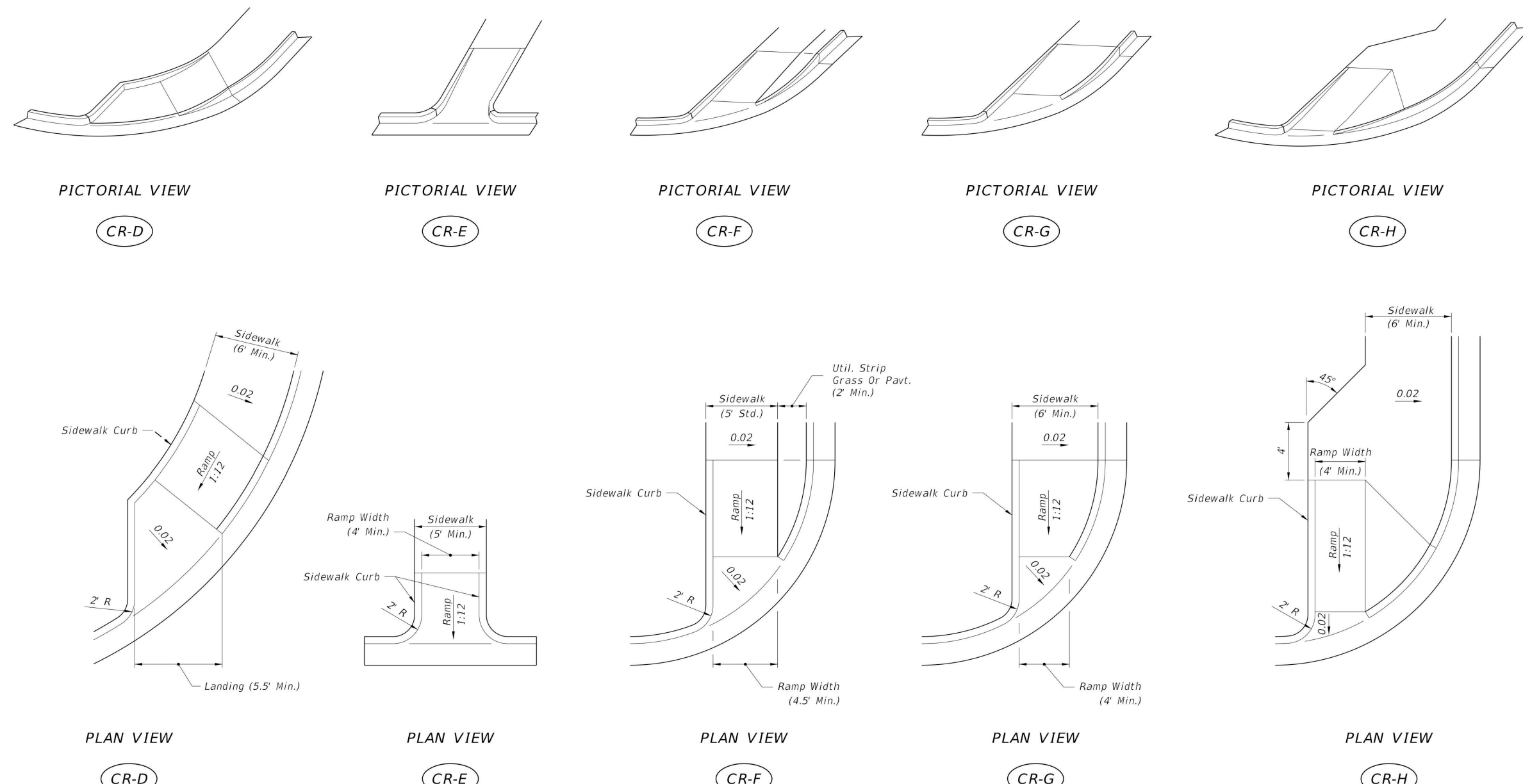
LAST REVISION		DESCRIPTION:		FY 2016-17		INDEX		SHEET	
07/01/15	1			FDOT	DESIGN STANDARDS	310		1 of 2	



CONCRETE SIDEWALK ON CURBED ROADWAYS
CONCRETE SIDEWALK

PAVEMENT DESIGN			
LAYER	C	THICKNESS (IN)	SNI
TYPE SP-12.5 AC	0.44	2.5	1.10
CRUSHED CONCRETE (LBR 100)	0.18	8	1.44
STABILIZED SUBGRADE (LBR 40)	0.08	12	0.96
TOTAL			3.50

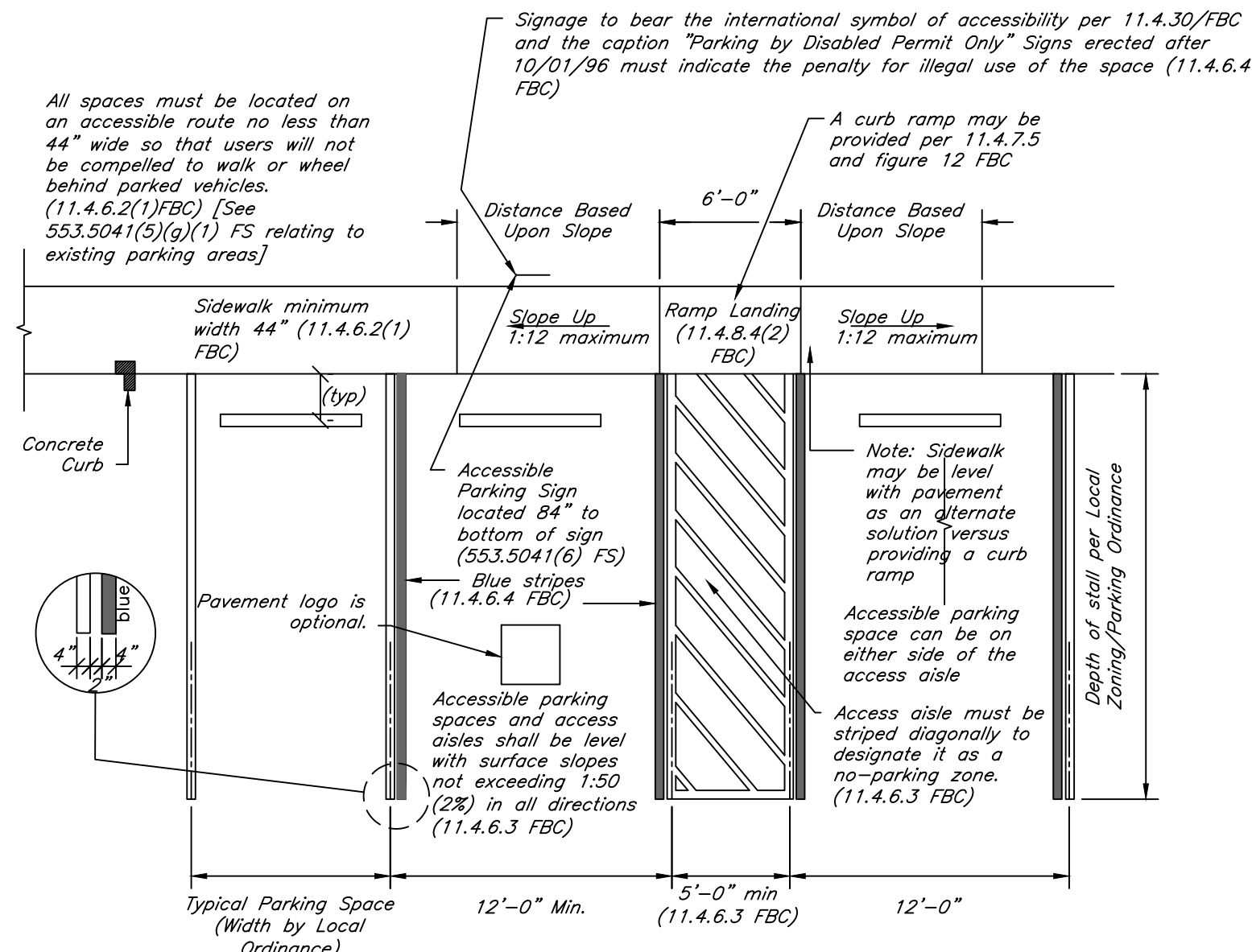
4 ASPHALT PAVEMENT DESIGN
C-2 NOT TO SCALE



DIMENSIONAL FEATURES OF SIDEWALK CURB RAMP FOR LINEAR PEDESTRIAN TRAFFIC

LAST REVISION		DESCRIPTION:		FY 2016-17		INDEX		SHEET	
07/01/13	1			FDOT	DESIGN STANDARDS	304		3 of 7	

DETECTABLE WARNINGS AND SIDEWALK CURB RAMP



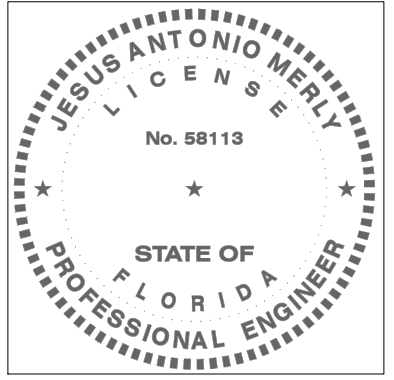
- NOTES:**
- Citations to FBC are to the Florida Accessibility Code for Building Construction, Chapter 11 of the Florida Building Code, Citations to FS are to the Florida Statutes.

2 ACCESSIBLE PARKING SPACE DETAIL
C-1 NTS

REV	DESCRIPTION	BY	DATE
B	RIVIERA BEACH RESUB 2	JAM	12/29/16

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FBPR Certificate of Authorization No.: 26929

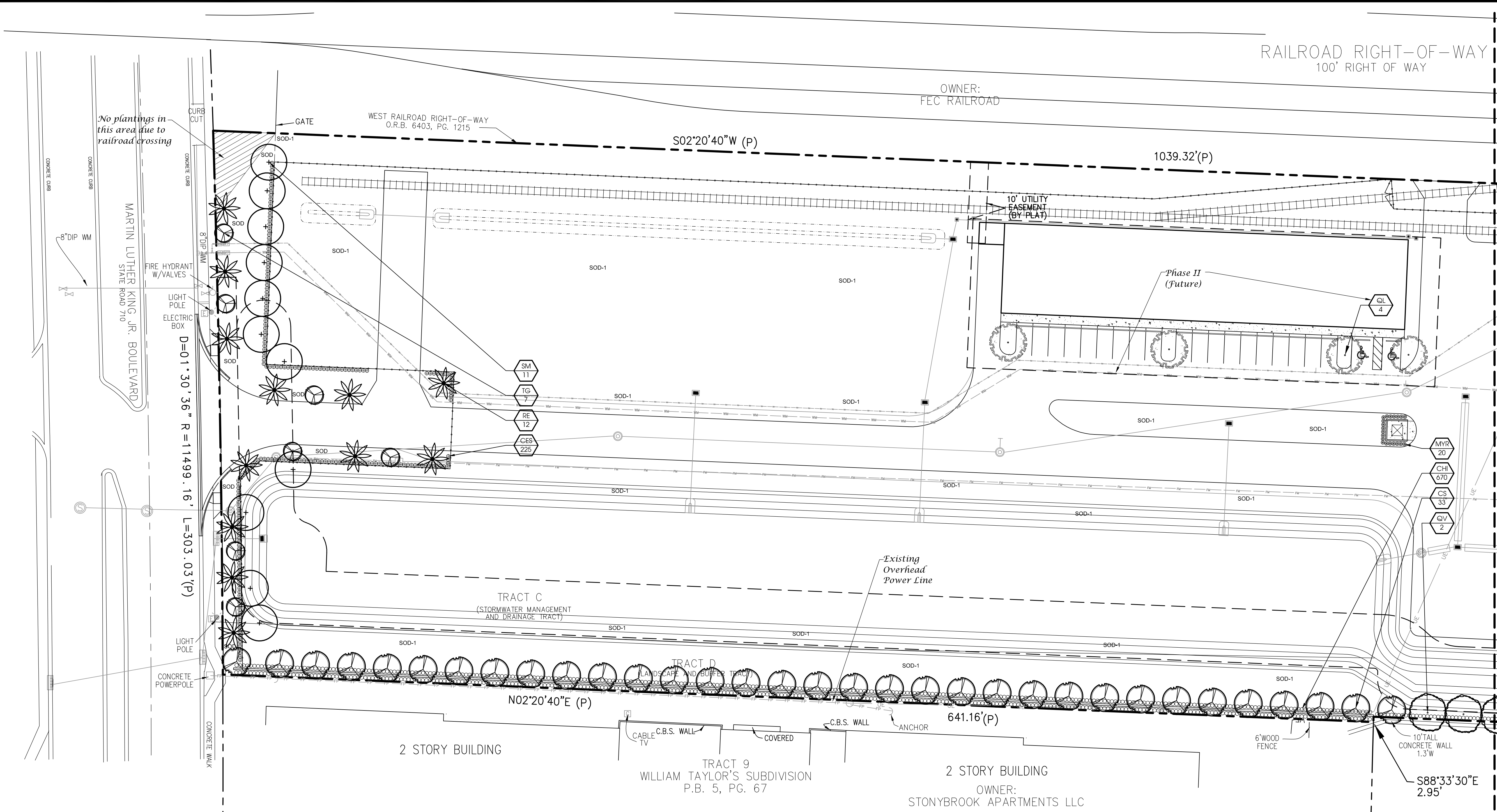


PAVING, GRADING AND DRAINAGE DETAILS

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

CD-2



Conceptual
Design
Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

These drawings are the property of the
landscape architect and are not to be
used for other projects except by written
permission from the landscape architect.
Report any discrepancies immediately
to the landscape architect.

LAND DEVELOPERS
CONSORTIUM

Urban Planning . Engineering
Landscape Architecture
500 Australian Avenue, Suite 518
West Palm Beach, Florida 33401
Office: 561-932-1653
Fax: 561-683-4574

- GENERAL NOTES**
- Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate and the soil specification in item #8 above is not appropriate for site conditions, the soil mixture shall be revised for this site's conditions. The Contractor shall notify the Owner and Landscape Architect of the poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
 - All prohibited, exotic and invasive species shall be removed from the entire area of site prior to issuance of certificate of occupancy.
 - All planting areas and sod to be irrigated to provide 100% coverage and provide adequate irrigation of landscape areas for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
 - The irrigation system shall be continuously maintained in working order.
 - All required landscape improvements must be inspected and approved by the City of Riviera Beach prior to the issuance of a Certificate of Occupancy.
 - Any new planting proposed on this plan have been designed to meet with the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place.'
 - Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants.
 - No substitutions, including plant materials, shall be made without written authorization from the Landscape Architect and the City of Riviera Beach.
 - Contractor shall verify the location of all underground utilities prior to commencing work.
 - Contractor shall be responsible for all permits and associated fees.
 - All landscape islands shall be free of shell rock and construction debris and excavated to a depth of 30 inches or to clean native soils and filled with the specified planting mixture.

Riviera Beach Distribution Facility
Odyssey Manufacturing Company
City of Riviera Beach, Florida

LANDSCAPE DATA

SITE AREA: 390,685.07 S.F. (8.96 ACRES)

31-605(a):
(1) REQUIRED = MINIMUM NATIVE PLANTINGS
TREES = 70%
SHRUBS = 70%

TREES PROVIDED = 98
NATIVE = 91 / 93%
SHRUBS PROVIDED = 1,350
NATIVE = 1,350 / 100%

31-605(a):
(2) REQUIRED = MINIMUM 60% SHADE TREES
MINIMUM 10% NATIVE ACCENT TREES
MAXIMUM USE OF PALMS = 20%

TREES PROVIDED = 98
SHADE = 58 / 59%
NATIVE ACCENT TREES PROVIDED = 33
NATIVE ACCENT = 33 / 34%
NOTE: NATIVE ACCENT TREES ARE UTILIZED
UNDER THE OVERHEAD UTILITIES TO MEET THE FPL
PLANT THE RIGHT TREE IN THE RIGHT PLACE
PROGRAM IN LIEU OF SHADE TREES AS REQUIRED
PALMS PROVIDED = 12
TREES = 98 + 12 PALMS = 110 TOTAL TREES

31-605(a):
(3) REQUIRED = MINIMUM 25% ECO FRIENDLY PLANTS
TOTAL PLANTS = 1,460
ECO FRIENDLY = 1,453 / 99.5%

31-605(a):
(7) REQUIRED = MINIMUM SHADE TREE SPECIES (OVER 75) = 6
PROVIDED = 6 SPECIES

31-610(a):
REQUIRED = 10' LANDSCAPE STRIP WITH 1 TREE /
20 L.F. AND HEDGE AT 2' O.C.

FRONT (NORTH) BUFFER = 303'
REQUIRED TREES = 303 / 20 = 15
PROVIDED TREES = 23 (11 TREES + 12 PALMS)
REQUIRED SHRUBS = 303 / 2 = 152
PROVIDED SHRUBS = 225

31-618:
REQUIRED = 30' LANDSCAPE STRIP WITH 1 TREE / 20 L.F.
AND HEDGE AT 2' O.C.

SIDE (WEST) BUFFER = 1,436.47'
REQUIRED TREES = 1,436.47' / 20 = 72
PROVIDED TREES = 72
NOTE: NATIVE ACCENT TREES ARE UTILIZED
UNDER THE OVERHEAD UTILITIES TO MEET THE
FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE
PROGRAM IN LIEU OF SHADE TREES AS REQUIRED

REQUIRED SHRUBS = 1,436.47' / 2 = 718
PROVIDED SHRUBS = 1,035

31-610(c):
(8) MINIMUM 50% PARKING LOT SHADE TREES
REQUIRED = 8 TREES (8 ISLANDS)
PROVIDED = 8 SHADE TREES / 100%

31-610(c):
(6) TERMINAL PARKING LOT ISLANDS
REQUIRED = 1 SHADE TREE PER ISLAND
TREES REQUIRED = 8 ISLANDS = 8 TREES
PROVIDED = 8 TREES

31-600(o):
REQUIRED = 6' PLANTING AROUND PERIMETER
OF DUMPSTER
PROVIDED = YES

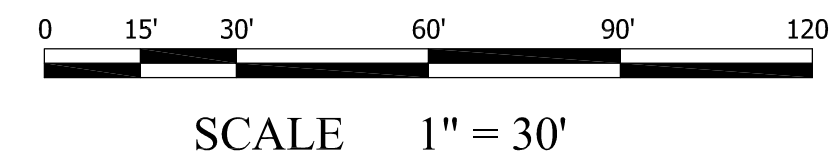
NOTE:
There is no existing landscaping on the property or any
protected flora or fauna.

PLANT LIST

							31-601(c)	31-605(a)(8)
QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	20% MAXIMUM WATER USAGE	65% MAXIMUM OF ONE SPECIES PERCENT OF SPECIES
SHADE / NATIVE ACCENT TREES								
4	CD*	COCOLOBIA DIVERSIFOLIA	PIGEON PLUM	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
33	CS*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONTWOOD	10' x 5', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	34%
4	OL*	QUERCUS LAURIFOLIA	LAUREL OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
39	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	39%
11	SM*	SWIETENIA MAHOGANY	MAHOGANY	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	11%
7	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	8' x 4', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	8%
PALMS								
12	RE*	ROYSTONEA ELATA	FLORIDA ROYAL PALM	12' C.T.	A.S.	MATCHED	LOW	
SHRUBS / GROUND COVERS								
295	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONTWOOD	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
1,035	CHI*	CHRYSOBALANUS ICACO	COCOPALM	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
20	MYR*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	#15, 6' x 2'	2' O.C.	FULL & THICK	LOW	
SOD-1		PASPALLUM NOTATUM	BAHA SOD	SEE SPECS			LOW	
SOD		STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD	SEE SPECS			MEDIUM - HIGH	
* = FLORIDA NATIVE								

* = FLORIDA NATIVE

LANDSCAPE PLAN

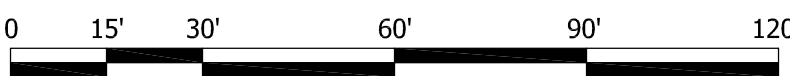


PROJECT #: 16-0803
DESIGNED: JWS
DATE: 8-25-2016
REVISIONS:
11-22-2016

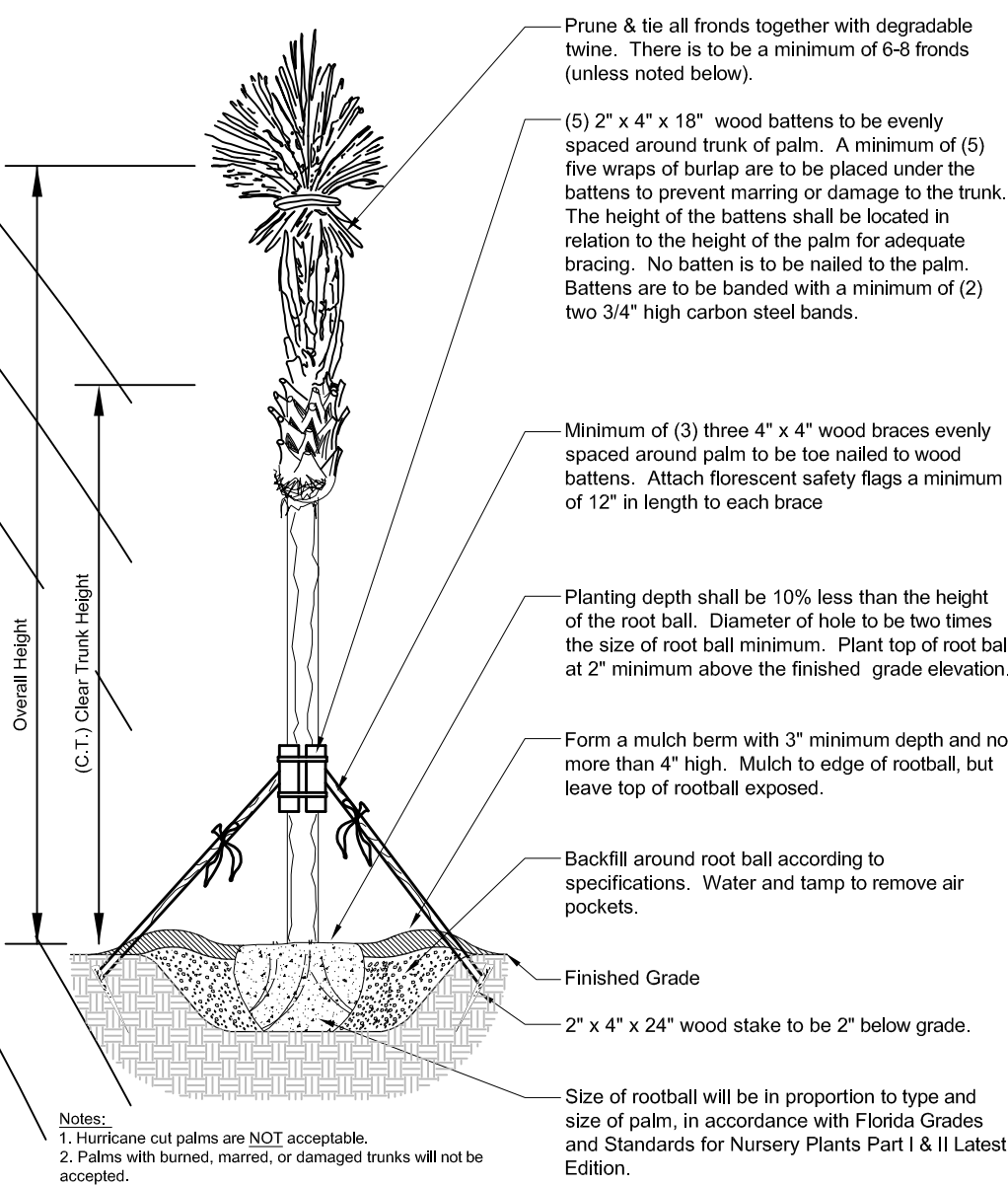
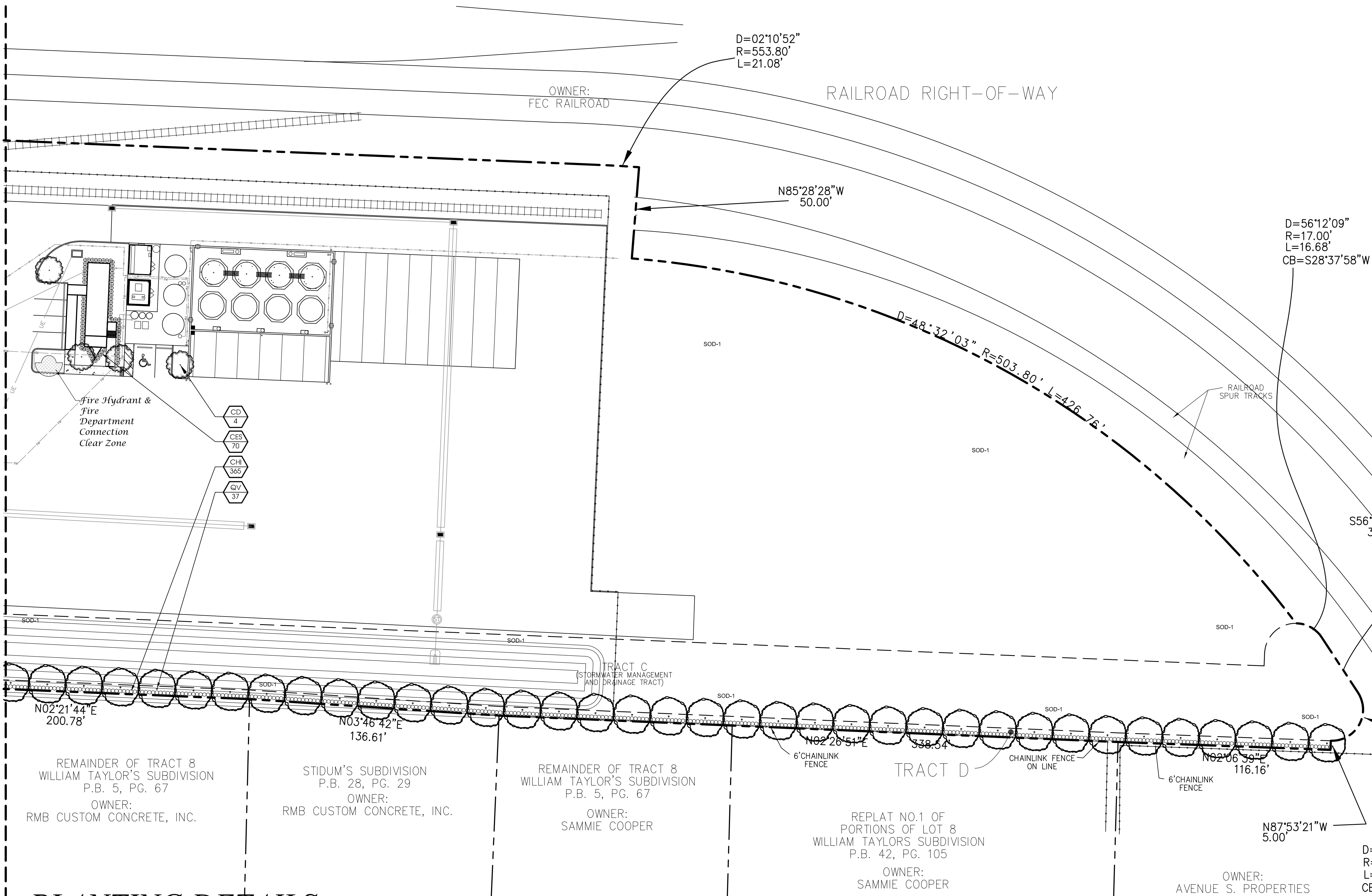
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SHEET 1 OF 2

LANDSCAPE PLAN



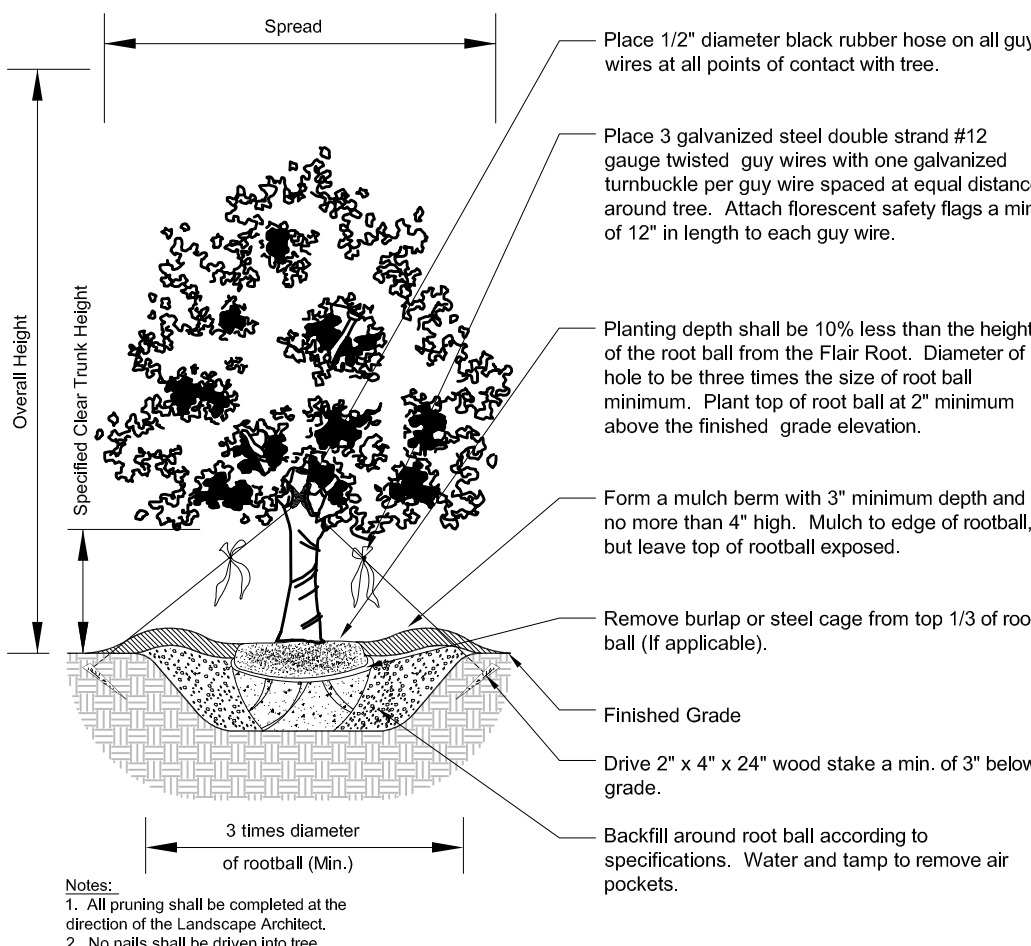
SCALE 1" = 30'



Palm Planting Detail

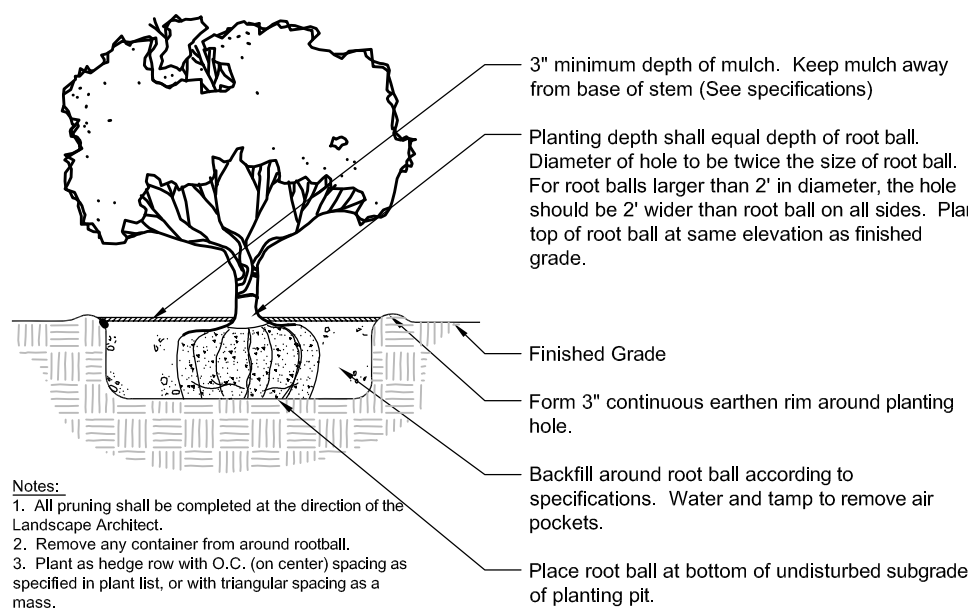
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PLANTING DETAILS



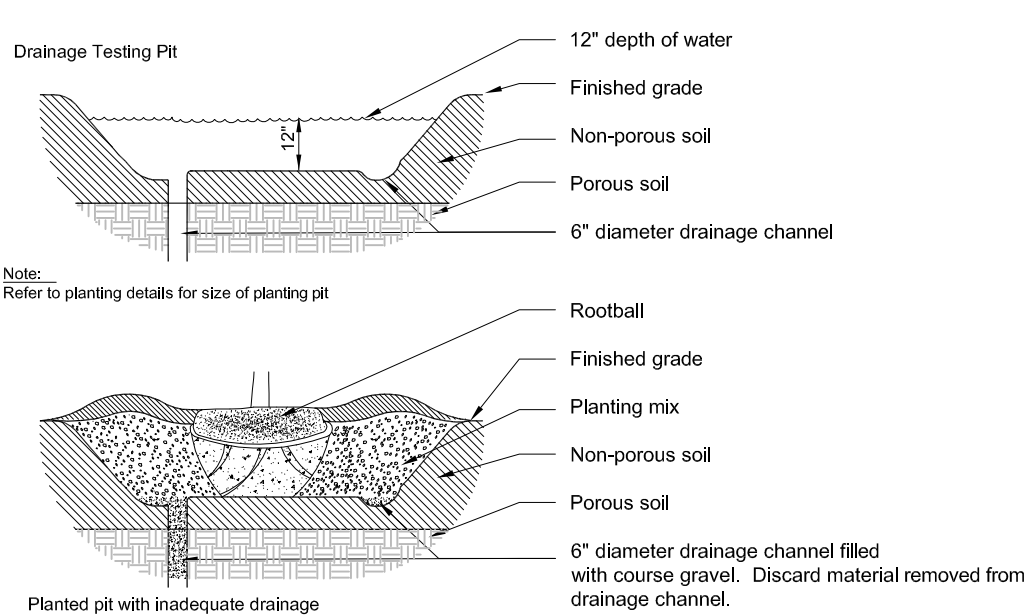
Tree Planting Detail

Not to Scale



Shrub Detail

Not to Scale



Drainage Testing Detail

Not to Scale

LANDSCAPE SPECIFICATIONS

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part I and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Underplanting or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviro-mulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to edge of rootball, but leave top of rootball exposed.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chaffing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:1:2 or 3:1:3 (e.g. one labeled 12-4-8). Similar analysis such as 16-4-8 (4:1:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 6 lbs. per palm.

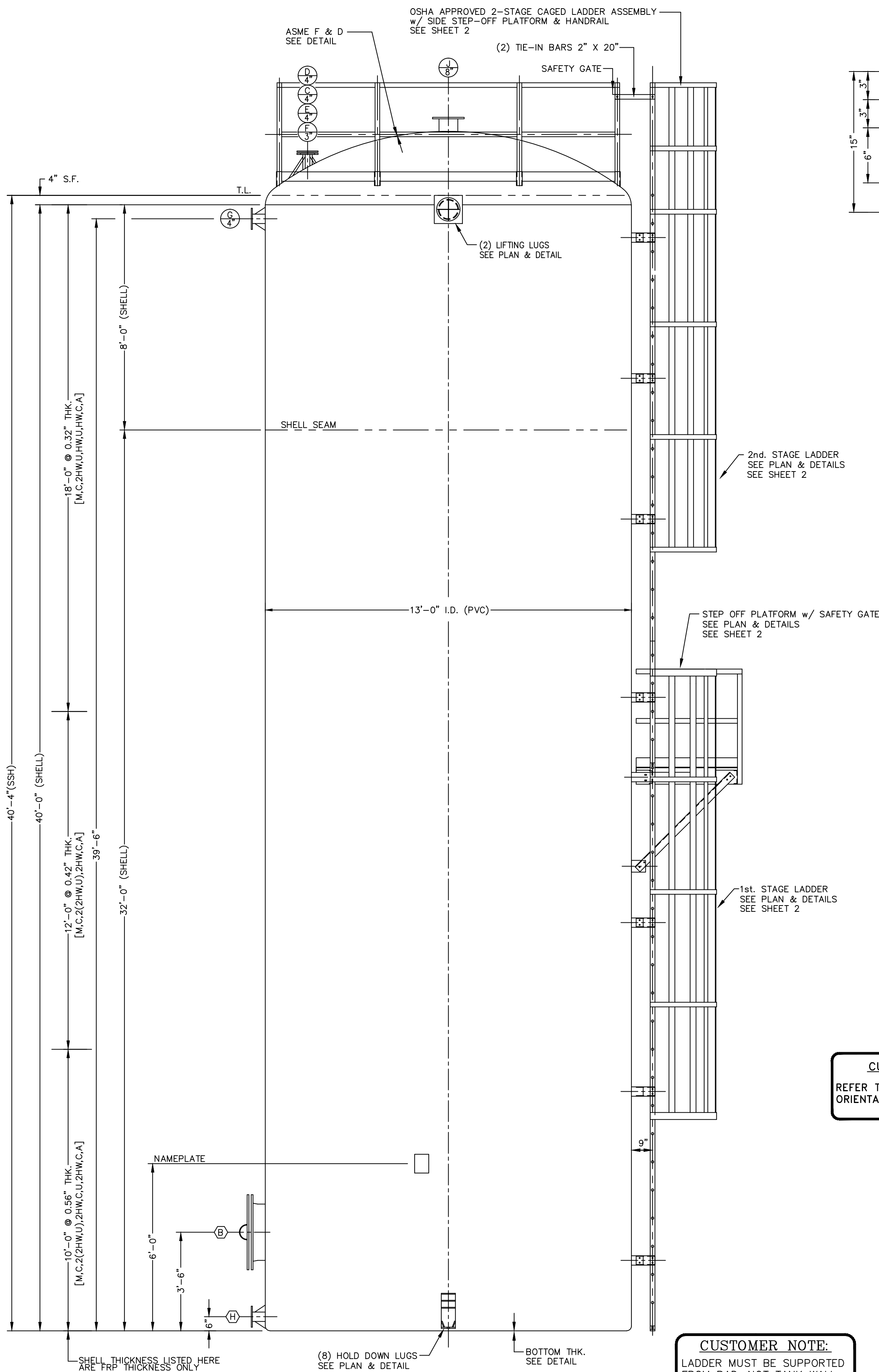
Agriform 20-10-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root pits. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by Palm Beach County and project is released by the General Contractor to Client.
12. Prune trees and shrubs only to remove damaged branches.
13. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrum secundatum - St. Augustine "Flortam" sod (unless otherwise noted in Plant List), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
14. Maintain positive drainage, no planting is to block drainage.
15. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

SAFETY STARTS HERE

CUSTOMER NOTE:
PLEASE VERIFY DIMENSIONS, ORIENTATIONS,
AND ELEVATIONS OF EACH, NOZZLE OR
APPURTENANCE GIVEN; OR SPECIFY.
REFER TO SHEET 3 OF 4 FOR PLAN VIEW
ORIENTATIONS.

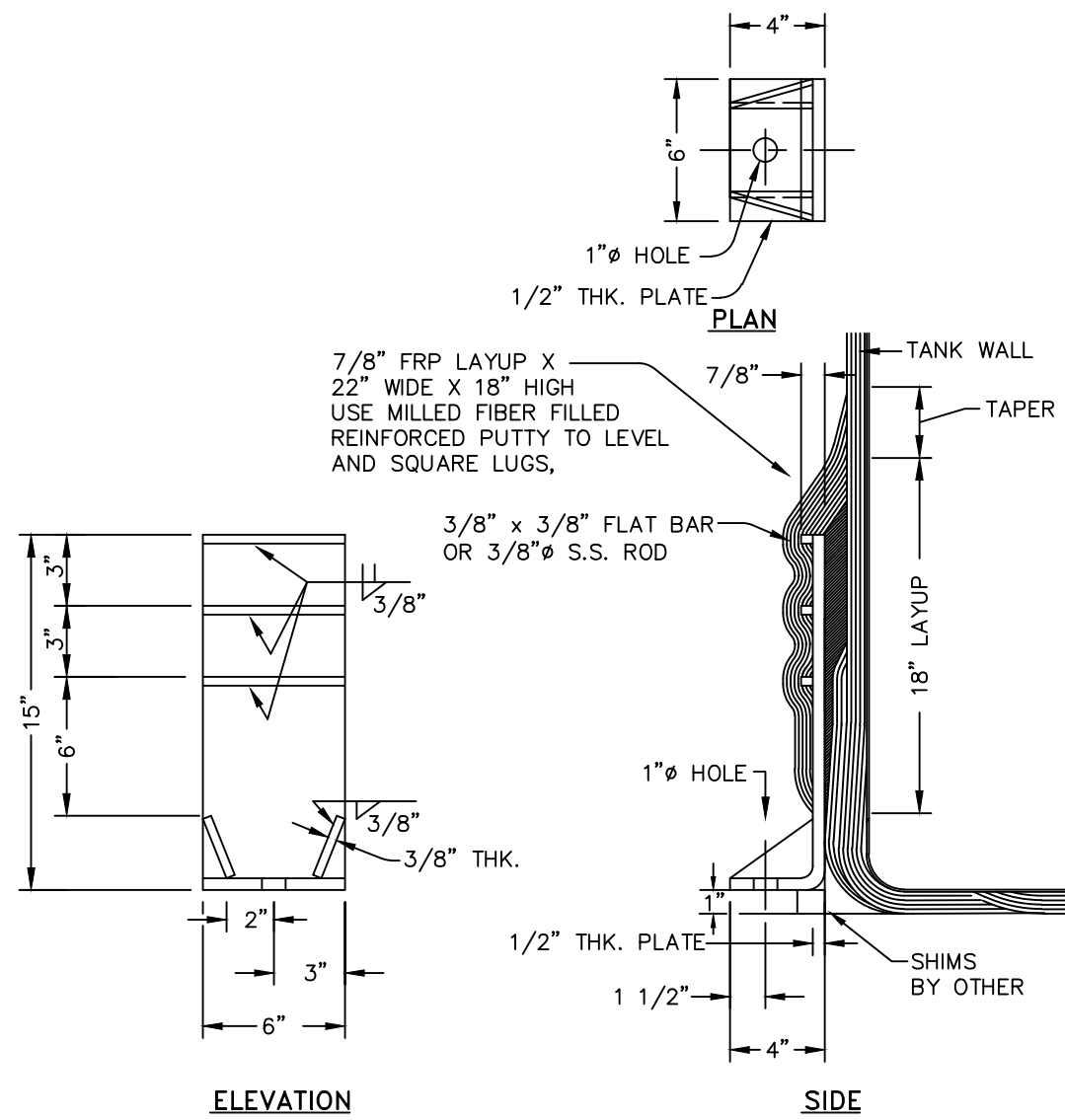


ELEVATION
SEE PLAN FOR TRUE ORIENTATION

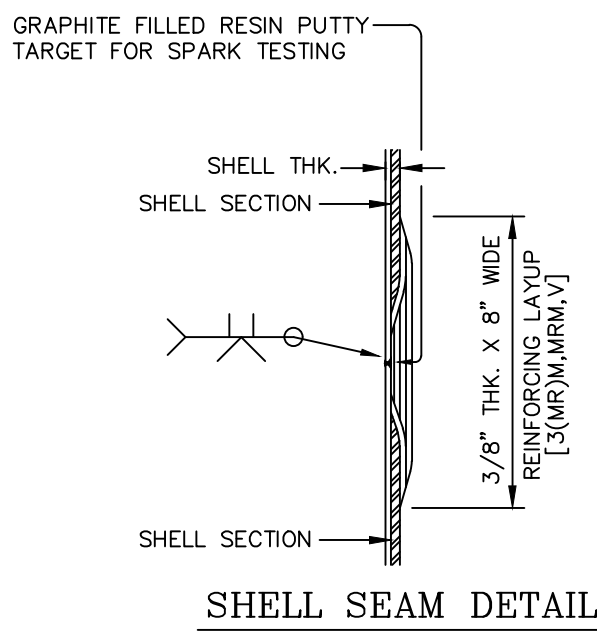
CUSTOMER NOTE:
LADDER MUST BE SUPPORTED
FROM PAD, NOT TANK WALL.
IF REQUIRED, POUR EXTENSION
TO TANK PAD.

CUSTOMER & SHOP NOTE:
REFER TO SHEET 3 OF 4 FOR PLAN VIEW
ORIENTATIONS FOR TANK #1 THRU #8

SAFETY STARTS HERE



DOMESHELL SEAM DETAIL



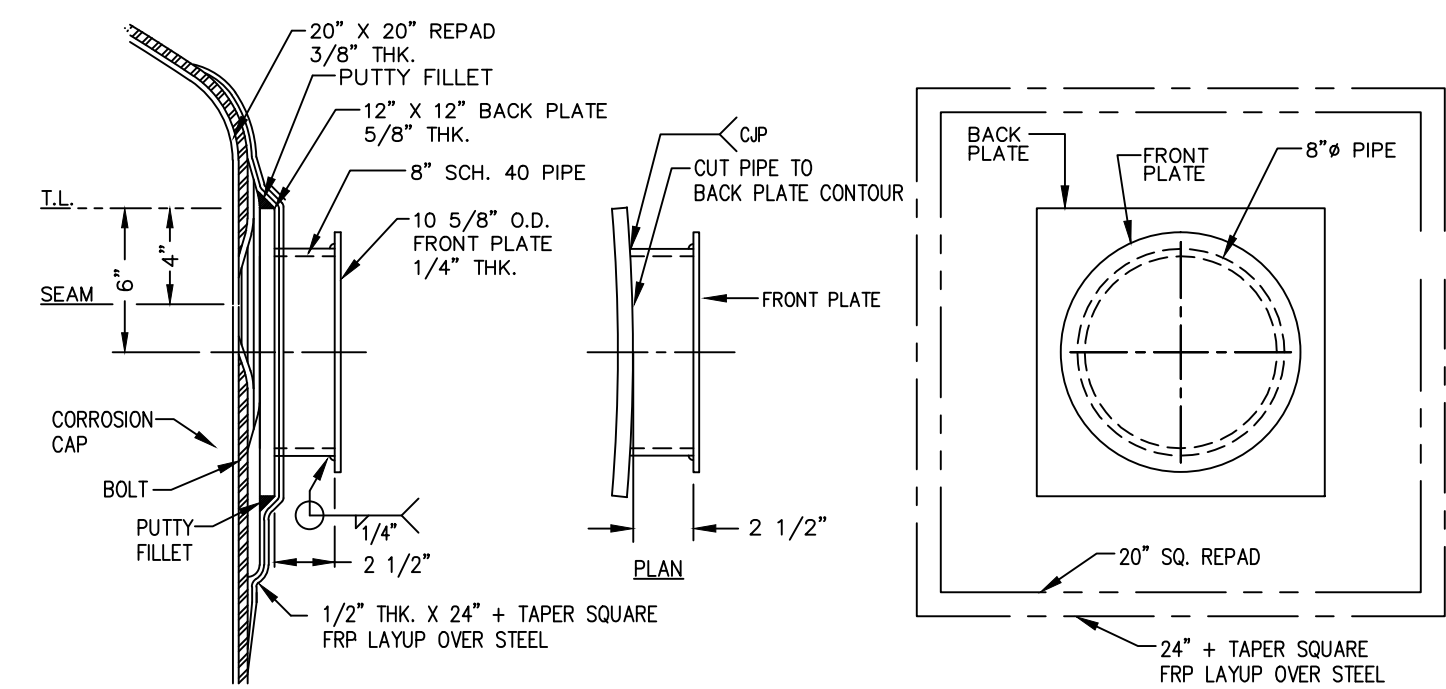
BOTTOM LAYUP DETAIL

SAFETY STARTS HERE

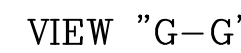
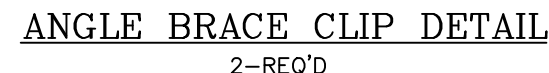
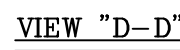
**CERTIFIED
FABRICATION DRAWING**

NOZZLE SCHEDULE

MARK	QTY.	SIZE I.D.	PROJECTION	INSIDE PROJECTION	RATING (PSI)	SERVICE	# OF BOLTHOLES	BOLTHOLE DIAMETER	(IN) T ₁	(IN) T ₂	(IN) T ₃	(IN) T ₄	(IN) T ₅	(IN) T ₆	(IN) T ₇	"R" REINFORCING THK. / DIA.
B	1	24"	6"	TYPE II	~	SIDE MANWAY w/ COVER	20	3/4"	1/8"	1/8"	0.438"	1.125"	0.58"	3.0"	1.000"	/ 48"
C	1	4"	6"	TYPE II	50	SPARE w/ BLIND	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 10"
D	1	4"	6"	TYPE II	50	VENT RETURN	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 10"
E	1	4"	6"	TYPE II	50	INSTRUMENT w/ BLIND	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 10"
F	1	3"	6"	TYPE II	50	INLET	4	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 9"
G	1	4"	6"	TYPE II	50	OVERFLOW	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 10"
H	1	4"	6"	TYPE II	50	DISCHARGE	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 10"
J	1	8"	6"	TYPE II	50	VENT	8	3/4"	1/8"	1/8"	0.25"	0.75"	0.41"	3.0"	0.375"	/ 16"



◀ SAFETY STARTS HERE ▶



1st. STAGE LADDER DETAIL

SIDE STEP-OFF LADDER



TANK 1

◀SAFETY STARTS HERE▶

CUSTOMER: PLEASE CHECK STATUS OF DRAWING
☐ ISSUE FOR FABRICATION.
☐ ISSUE FOR FABRICATION WITH NOTED EXCEPTIONS.
☐ ISSUE FOR COMPONENT FABRICATION. (HEAD, BTM & SHELL)
 AUTHORIZED BY: NAME/DATE

◀ SAFETY STARTS HERE ▶

◀ SAFETY STARTS HERE ▶



MEETING AGENDA PLANNING AND ZONING BOARD CITY OF RIVIERA BEACH, FL

LOCAL PLANNING AGENCY

Department of Community Development: (561)845-4060 / comdev@rivierabch.com

Commencement – 6:30 PM
Thursday, February 9, 2017

Council Chambers – Municipal Complex
600 West Blue Heron Boulevard, 33404

If you wish to speak on any item(s) on this agenda, please complete a pink public comment card and provide it to Planning and Zoning Staff. Cards must be submitted prior to Board discussion of an item. Thank you.

I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

Rena James, Chairperson

Zedrick Barber II, Board Member

Margaret Shepherd, Board Member

Vacant, Board Member

Vacant, 1st Alternate Member

Tradrick McCoy, Vice-Chair

Edward Kunuty, Board Member

Julius Whigham, Sr., Board Member

Vacant, 2nd Alternate Member

III. ADDITIONS AND DELETIONS TO THE AGENDA

IV. DISCLOSURE BY BOARD MEMBERS AND ADOPTION OF THE AGENDA

V. APPROVAL OF MINUTES – January 26, 2017.

VI. UNFINISHED BUSINESS

- A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING COMPANY FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS AND A FUTURE MATERIAL STORAGE AREA, ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING); AND PROVIDING FOR AN EFFECTIVE DATE.

1. Presentation(s)
2. Public Comments
3. Board Comments

VII. NEW BUSINESS – None.

VIII. GENERAL DISCUSSION

A. PUBLIC COMMENTS

B. CORRESPONDENCE

C. PLANNING AND ZONING BOARD COMMENTS

1. Project Updates / Upcoming Projects
2. Upcoming P&Z Board Meetings – February 23, 2017 / March 9, 2017

IX. ADJOURNMENT

NOTICE: In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404, Telephone 561-845-4000 or TDD 561-840-3350, www.rivierabch.com.

Page 1	Page 3
<p>CITY OF RIVIERA BEACH PLANNING AND ZONING BOARD</p> <p>---</p> <p>Thursday, January 26, 2017</p> <p>Council Chambers 600 West Blue Heron Boulevard Riviera Beach, Florida</p> <p>6:34 p.m. - 8:19 p.m.</p> <p>---</p> <p>IN ATTENDANCE:</p> <p>Rena James, Chair Tradrick McCoy, Vice Chair Edward Kunuty, Board Member Margaret Shepherd, Board Member Julius Whigham, Sr., Board Member Lina F. Busby, Assistant City Attorney Jeff Gagnon, Assistant Director of Community Development DeAndrae Spradley, Principal Planner Mario Velasquez, Senior Planner Allison Goldberg, Senior Planner</p>	<p>1 MR. VELASQUEZ: A quorum is present.</p> <p>2 CHAIR JAMES: And are there any additions or</p> <p>3 deletions to the agenda?</p> <p>4 MR. GAGNON: Good afternoon, Board. Jeff</p> <p>5 Gagnon, Assistant Director of Community Development.</p> <p>6 I want to make note of the fact that the</p> <p>7 staff memo, the staff approvals were inadvertently left</p> <p>8 out of the original packet. So they were provided in</p> <p>9 hard copy form to all the Board members. They were</p> <p>10 also added to the digital packet online currently. We</p> <p>11 also have copies available of the staff approvals in</p> <p>12 the hard copy binder that that contains as well. So</p> <p>13 that's the only addition to tonight's agenda as</p> <p>14 supplemental information.</p> <p>15 CHAIR JAMES: Thank you. Are there any</p> <p>16 disclosures by Board members? None? Okay, is there a</p> <p>17 motion to adopt the agenda?</p> <p>18 VICE CHAIR McCOY: Move to approve, with the</p> <p>19 necessary changes, Madam Chair.</p> <p>20 MR. KUNUTY: Second.</p> <p>21 CHAIR JAMES: Okay, roll.</p> <p>22 MR. VELASQUEZ: Margaret Shepherd.</p> <p>23 MS. SHEPHERD: Yes.</p> <p>24 MR. VELASQUEZ: Edward Kunuty.</p> <p>25 MR. KUNUTY: Yes.</p>
Page 2	Page 4
<p>1 BE IT REMEMBERED that the following Planning</p> <p>2 and Zoning Board meeting was had at Riviera Beach City</p> <p>3 Hall Council Chambers, 600 West Blue Heron Boulevard,</p> <p>4 Riviera Beach, Florida, on Thursday, January 26, 2017,</p> <p>5 beginning at 6:34 p.m., with attendees as hereinabove</p> <p>6 noted, to wit:</p> <p>7 ---</p> <p>8 CHAIR JAMES: The time is 6:34. Going to go</p> <p>9 ahead and get started. We will begin with a moment of</p> <p>10 silence and then the Pledge of Allegiance.</p> <p>11 (Moment of silence observed. Pledge of</p> <p>12 Allegiance recited.)</p> <p>13 CHAIR JAMES: Roll call.</p> <p>14 MR. VELASQUEZ: Julius Whigham.</p> <p>15 MR. WHIGHAM: (No response.)</p> <p>16 MR. VELASQUEZ: Margaret Shepherd.</p> <p>17 MS. SHEPHERD: Here.</p> <p>18 MR. VELASQUEZ: Edward Kunuty.</p> <p>19 MR. KUNUTY: Here.</p> <p>20 MR. VELASQUEZ: Zedrick Barber, II.</p> <p>21 MR. BARBER: (No response.)</p> <p>22 MR. VELASQUEZ: Tradrick McCoy.</p> <p>23 VICE CHAIR McCOY: Here.</p> <p>24 MR. VELASQUEZ: Rena James.</p> <p>25 CHAIR JAMES: Here.</p>	<p>1 MR. VELASQUEZ: Tradrick McCoy.</p> <p>2 VICE CHAIR McCOY: Yes.</p> <p>3 MR. VELASQUEZ: Rena James.</p> <p>4 CHAIR JAMES: Yes.</p> <p>5 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>6 approved. For the record, Mr. Whigham is present.</p> <p>7 (Whereupon, Mr. Whigham took his seat on the</p> <p>8 dais.)</p> <p>9 CHAIR JAMES: Thank you. Okay, is there a</p> <p>10 motion for approval of the December 15, 2016 meeting</p> <p>11 minutes?</p> <p>12 VICE CHAIR McCOY: Move to approve with the</p> <p>13 necessary changes.</p> <p>14 CHAIR JAMES: Is there a second?</p> <p>15 MR. KUNUTY: Second.</p> <p>16 MS. SHEPHERD: Second.</p> <p>17 CHAIR JAMES: Roll.</p> <p>18 MR. VELASQUEZ: Julius Whigham.</p> <p>19 MR. WHIGHAM: Present.</p> <p>20 CHAIR JAMES: Can you please state for</p> <p>21 Mr. Whigham --</p> <p>22 MR. WHIGHAM: Yes.</p> <p>23 CHAIR JAMES: Can you please state again for</p> <p>24 Mr. Whigham that we're doing roll call for approval of</p> <p>25 the minutes.</p>

Page 5	Page 7
<p>1 MR. VELASQUEZ: So this is for the approval 2 of the minutes from last meeting. 3 Julius Whigham. 4 MR. WHIGHAM: Yes. 5 MR. VELASQUEZ: Margaret Shepherd. 6 MS. SHEPHERD: Yes. 7 MR. VELASQUEZ: Edward Kunuty. 8 MR. KUNUTY: Yes. 9 MR. VELASQUEZ: Tradrick McCoy. 10 VICE CHAIR MCCOY: Yes. 11 MR. VELASQUEZ: Rena James. 12 CHAIR JAMES: Yes. 13 MR. VELASQUEZ: Unanimous voting. Motion 14 approved. 15 CHAIR JAMES: We're going to move on down to 16 new business. 17 MR. GAGNON: Yes, I also want to make note 18 that I did receive a message from Mr. Barber that he 19 would not be able to make tonight's meeting, for the 20 record. 21 Under new business tonight, we have four 22 items, A, B, C and D, however, they're all associated 23 with the same development projects. It's the Singer 24 Island Gateway development projects. That's located on 25 a few different parcels that we'll explore throughout</p>	<p>1 MR. LAWLER: Good evening. My name is Kevin 2 Lawler. I'm the Chief Operating Officer of Singer 3 Island Gateway, LLC, the owner of the property that is 4 making an application on the -- I think there are five 5 items before you this evening. 6 I just want to note that I have with me 7 tonight our predevelopment team, Neal Payton from the 8 architectural firm of Torti Gallas; Anthea Gianniotis, 9 our planning and zoning adviser; Rob Rennebaum from the 10 civil engineering firm of Simmons & White; and Wayne 11 Villavaso, our landscape architect. 12 We are going to try to minimize the amount of 13 up and down time, but I want to start with first 14 introducing you to our project. And we've divided 15 your -- you have, what, four items before you 16 specifically. We're going to try to divide our 17 presentation into three categories, the land use change 18 and rezoning, the site plan with special exception and 19 the new plat. 20 I want to note under the site plan approval 21 with special exception that this is -- we have a site 22 plan that conforms with the City's adopted form based 23 code for the CRA area. If you recall, that was adopted 24 in December of 2013. 25 Our property is a gateway location on Singer</p>
Page 6	Page 8
<p>1 the presentation tonight. Staff is in support of all 2 four items. It's for an application for a land use 3 amendment, zoning amendment, site plan special 4 exception and also a replat. 5 The special exception component is required 6 per our downtown mixed use development codes, and 7 that's just really to ensure that there's an additional 8 public notification requirement from the development 9 team to the general public. 10 Also, in regards to public notification and 11 community involvement, there have been two developer 12 meetings. I call them developer meetings because they 13 were initiated by the developer, not by City staff. 14 And those occurred in both -- one in December and one 15 in January, I believe. So there has been a lot of 16 community involvement and participation, and staff is 17 in support of the project moving forward. 18 We have multiple members from the development 19 team here tonight, Mr. Lawler and Ms. Gianniotis, as 20 well as DeAndrae Spradley, our Principal Planner, who 21 will do a presentation for the Board momentarily. But 22 I'd like to offer the development team the opportunity 23 to go first, being that they may have additional images 24 that would be beneficial to you, the Board and general 25 public, moving forward.</p>	<p>1 Island. We are the owners of 1.86 acres of property at 2 the southeast terminus of the Blue Heron bridge. We 3 own our property in three parcels, the main property at 4 2525 Lake Drive, historically known as the Singer 5 Island Yacht Club, the adjacent vacant property, and 6 the parking lot across the street that was once part of 7 the condominium regime that existed for Singer Island 8 Yacht Club. 9 As a starting point, just to give you an 10 orientation, the existing property is 1.6 acres. It 11 has 89 physical units. Before we collapsed the 12 condominium regime, there were 107 legal condo units. 13 It is entitled for -- it was entitled for 15 slips. It 14 has no public access, and the building is five stories 15 in height. 16 We are proposing 135 residential units on the 17 three parcels, a 16 slip marina. We have the 18 entitlements already for expanded submerged land lease 19 and a construction permit for a new marina. And then 20 we are offering, as part of our site plan approval and 21 special exception, over 10,000 square feet of civic 22 open space and a project of eight stories in height. 23 Some of you may know our project by the 24 building that's shown on the left, the ugly brown 25 building. I think of it as the derelict ugly brown</p>

Page 9	Page 11
<p>1 building that exists on this property. This was 2 originally a two and three story motel property 3 developed by John D. MacArthur in the sixties. It was 4 sold from the MacArthur Estate in the late seventies, 5 converted to a condominium, operated as a condominium 6 until it incurred substantial damage in the 2004, 2005 7 hurricane series.</p> <p>8 When we took possession of this through 9 foreclosure, we owned 100 of the 107 units in this 10 building. We bought out the rest of the units over a 11 period of time and have collapsed the condominium 12 regime. We own all these properties in fee simple 13 ownership under a unity of title.</p> <p>14 And on the right side of your screen you see 15 images or photos of the vacant property. These 16 properties have long sat vacant.</p> <p>17 We are here requesting a land use and zoning 18 change as the starting part of initiating development 19 on this property. We have been constrained in moving 20 forward because there are two types of zoning. 21 Two-thirds of the property, 2525 Lake Drive, is in the 22 CRA downtown core zoning, which is subject to the form 23 based code. The remaining two parcels are outside of 24 the CRA and are subject to your standard Land 25 Development Regulations.</p>	<p>1 different land uses is the same. Existing downtown 2 mixed use backs up to single family, and that's the 3 same condition that's being proposed here. And the 4 transition to MF-20 is already in place. It's the same 5 transition that's happening currently.</p> <p>6 The zoning, if the downtown mixed use future 7 land use is in place, it requires utilizing the form 8 based code that was adopted as part of the Citizens' 9 Master Plan. And this -- so you'll see that we're 10 starting with downtown core on the main parcel. The 11 proposal is the vacant parcel to the south, to make one 12 unified building, we'll also use downtown core.</p> <p>13 But across the street, you can see there's a 14 different zoning district is proposed, and that's 15 because following the future land use, it's supposed to 16 step down in intensity as you get to the neighborhood. 17 So the same way that downtown general is bordering the 18 single family, that's the proposal for this parcel as 19 well.</p> <p>20 So the idea is to get, you know, the 21 development instructions in a unified framework and to 22 also respond to the surrounding density and intensity 23 appropriately.</p> <p>24 So to show you how that's taking shape in the 25 building, I'm going to turn it over to Mr. Payton, who</p>
Page 10	Page 12
<p>1 I'm going to turn this over to Anthea to 2 briefly walk through the land use and rezoning changes 3 we're requesting.</p> <p>4 MS. GIANNIOTES: Good evening. Anthea 5 Gianniotis, for the record. So I'll just show you 6 quickly how we propose to sort of unify the framework 7 that is guiding development.</p> <p>8 The existing future land use, as Kevin was 9 explaining, the parcel that contains the large brown 10 building is this piece, the Singer Island Yacht Club. 11 It's got a downtown mixed use future land use.</p> <p>12 The adjacent parcel to the south has MF-20, 13 which is a multifamily density level, and as does the 14 little parking lot that's across the street, which, you 15 know, ironically, is part of this development and was 16 sort of inadvertently left out, I think, when the 17 rezoning went through for the CRA.</p> <p>18 So you can see that all along Blue Heron, 19 this downtown mixed use, you know, type is what's in 20 place for future land use. So in order to start 21 unifying the framework, the idea is to bring those into 22 the same land use.</p> <p>23 That land use is highly descriptive. It 24 requires harmonious transitions between varying scales 25 and uses, and you can see that the transition between</p>	<p>1 is the lead architect.</p> <p>2 VICE CHAIR McCOY: Madam Chair.</p> <p>3 CHAIR JAMES: Yes, Mr. McCoy.</p> <p>4 VICE CHAIR McCOY: Before the architect 5 starts, I just want to understand. How are we going to 6 deal with these matters, because I wanted to kind of 7 ask questions of the planning, and I don't want to get 8 too far and hear from the civil engineer and then an 9 architect and we get so far down the line, then it's 10 almost useless.</p> <p>11 So I guess the question for staff is: How do 12 you want to proceed?</p> <p>13 MR. GAGNON: Yes, I would suggest asking 14 questions as they come up. I think it would be good to 15 have an active question and answer depending on what 16 slide is provided, and we can always go, you know, back 17 or forth through the presentations. But my 18 recommendation would be if you have questions to ask, 19 ask them now as we're going through the items.</p> <p>20 VICE CHAIR McCOY: So follow-up, Madam Chair.</p> <p>21 CHAIR JAMES: Go ahead. And I agree with 22 what Jeff is saying, because if we're doing all four at 23 the one time, that would be good.</p> <p>24 VICE CHAIR McCOY: Okay. And I was going to 25 ask so how do we dispose of the items? Do we hear the</p>

3 (Pages 9 to 12)

Page 13	Page 15
<p>1 entire presentation, then staff's presentation, than 2 public comments, then we vote on all four -- or member 3 comments, then vote on all four? 4 MR. GAGNON: Yes, I would recommend that 5 because all four items are associated with the same 6 project, that a presentation is provided simultaneously 7 for all four just because they're all so closely 8 combined as far as the approval process. However, when 9 it comes to taking final action on any of the items, I 10 think we should offer a public comment portion for each 11 of the four items. And then also, the Board would have 12 to take individual action on each of the four items as 13 well. 14 VICE CHAIR McCOY: Well, and that's exactly 15 what I wanted to find out, Madam Chair, because if 16 they're all connected, but specifically I have some 17 concerns regarding -- and not really concerns. I just 18 have questions regarding the zoning designation. 19 CHAIR JAMES: All right. 20 VICE CHAIR McCOY: And it's not particularly 21 to the project, and I don't want to confuse the two. 22 And I don't want members of the public that want to 23 speak to something specific related to one of the, you 24 know, one of the nuances to, you know, be missed in the 25 process. So, you know, whatever your pleasure is,</p>	<p>1 So I was on the Citizens' Master Plan tread 2 and then the implementation process that followed it 3 where we did the Comprehensive Plan amendments and the 4 land use and the zoning rewrite as well. 5 And you can see that on the slide. The red 6 line here is the CRA boundary, and so for the most 7 part, it was focused within the CRA, although we sent 8 the Land Development Regulations back to be able to be 9 applied throughout the city. You can see parts -- you 10 know, it was applied here, where it was outside the 11 CRA, but we're mostly focused within that. 12 VICE CHAIR McCOY: Okay. Well, that's kind 13 of, when you say it got left out -- 14 MS. GIANNIOTES: Yes. 15 VICE CHAIR McCOY: -- I'm sitting here 16 thinking, and I think you were the person that was 17 actually working on this -- 18 MS. GIANNIOTES: Well, I had a team. 19 VICE CHAIR McCOY: -- and presenting it to 20 us. 21 MS. GIANNIOTES: Sorry, Jeff. 22 Exactly. So they are separate parcels, and 23 although they were under a unity of title, it didn't 24 necessarily track, partially because of the condition 25 of the properties. When you look at it, it's not an</p>
Page 14	Page 16
<p>1 Madam Chair. 2 CHAIR JAMES: If it's -- 3 VICE CHAIR McCOY: Just wanted to make sure 4 we all understood what was going to happen. 5 CHAIR JAMES: Well, since they're doing the 6 presentation first, since they're up, if you have 7 questions for Singer Island Gateway, just go ahead and 8 ask those questions of them, and then we'll have staff, 9 they'll come up after and just ask the staff. 10 VICE CHAIR McCOY: Okay, thank you. 11 Ms. Gianniotas -- 12 MS. GIANNIOTES: Yes. 13 VICE CHAIR McCOY: -- so you -- I was really 14 interested to see, because I think we've seen you here 15 before. 16 MS. GIANNIOTES: You have seen me here 17 before. 18 VICE CHAIR McCOY: And particularly, you 19 worked on the Land Development Regulations for this 20 area, right? 21 MS. GIANNIOTES: I did work on the Land 22 Development Regulations. I was a member of the 23 Treasure Coast Regional Planning Council's team. 24 I had "team" and "Council" come together in 25 one word for a minute there.</p>	<p>1 improved lot. You know, it just got missed. 2 I mean we were largely focused on the 3 mainland as well. Singer Island, the zoning actually 4 fell into place fairly simply based on the scale of 5 what's out there. And the main focus on Singer Island 6 was this idea. 7 And then the land use and the policies talk 8 about creating certain signature moments in the city, 9 and this is one of them, coming over the bridge, that 10 there would be an appropriate sort of taller moment, 11 you know, a gateway element of some sort as you came 12 across the bridge. But yes. 13 MR. GAGNON: If I may add to that as well. I 14 don't know if I would say it was left out. But I think 15 that what Ms. Gianniotas is trying to allude to is that 16 it's a logical transition that's occurring, and being 17 that we didn't have the development proposal available, 18 it would be difficult to kind of have that 19 foreshadowing of the situation. So what's being 20 proposed is still very logical in the progression, and 21 it matches with the downtown zoning codes that 22 currently exist. 23 MS. GIANNIOTES: And I think it's also fair 24 to say that part of the attempt with those codes was to 25 position the City to be very responsive to development</p>

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<p>1 proposals. And what you have is a developer who's come 2 in, looked at the different zoning and said: No, I 3 want to use that one. That one makes a lot of sense to 4 me. I know what the building is going to look like and 5 so forth. So it is functioning the way it was supposed 6 to. I think it's just the intent at this point is to 7 use it in a more broad area.</p> <p>8 VICE CHAIR McCOY: Okay, that's it for that 9 one. I did have some questions about the civic open 10 space. I didn't really understand what that --</p> <p>11 MS. GIANNIOTES: Okay.</p> <p>12 VICE CHAIR McCOY: Maybe you --</p> <p>13 MS. GIANNIOTES: So I do think that if you 14 allow the presentation to go forward, you'll be able to 15 see a physical explanation of how that's functioning. 16 I mean basically, there was part of the -- part of one 17 of the main community concerns with the Citizens' 18 Master Plan was that over time, access to the water was 19 being privatized, and they wanted to make sure that 20 there was built into the code, you know, ways to 21 preserve existing views to the water and ways to 22 encourage new ones.</p> <p>23 And so what you're going to see with this 24 project is some of the incentives that were built into 25 the code, you know, are going to be realized by this</p>	<p>1 And a third objective was to provide that civic open 2 space that Anthea just referred to that had allowed 3 public access to the water.</p> <p>4 So this is a photograph from the bridge 5 looking at the existing conditions. And just for the 6 point of you being able to see it clearly, we've sort 7 of outlined the profile of the buildings that you 8 currently have, and with our proposal, this would be 9 the change to that skyline. As you can see, it's 10 pretty small.</p> <p>11 We intended to design a building that would 12 be consistent with the existing -- fit in with the 13 existing skyline, but at the same time, provide 14 enhanced views both down Blue Heron Boulevard, as well 15 as even through the site, what we call a window to the 16 ocean.</p> <p>17 So coming a little closer up, this was a very 18 early sketch that we did for the site, but it has in it 19 the idea, which is pulling the building back from Blue 20 Heron Boulevard so that you get an enhanced view 21 corridor down this arterial. But also, as you can see, 22 the building is split in two above a base podium. It's 23 split in two in order to provide that view through the 24 site to the ocean. So it would have a kind of a -- and 25 at the same time provide a gateway condition as you</p>
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<p>1 project, so that, you know, the developer really wanted 2 to provide civic open space that connected the public 3 to the water. So we'll see what you think, and I will 4 talk about it some more.</p> <p>5 VICE CHAIR McCOY: Thank you.</p> <p>6 Thank you, Madam Chair.</p> <p>7 MR. PAYTON: Good evening again. My name is 8 Neal Payton. I'm an architect with the firm of Torti 9 Gallas & Partners, and we are the architects for this 10 proposal.</p> <p>11 As Anthea, and Kevin before her stated, there 12 were a number of objectives that we had as we went into 13 the design of this effort, and those objectives came 14 from our understanding of this place and the intentions 15 of the downtown plan and the form based code.</p> <p>16 In fact, we started looking at this code back 17 in April of 2013, months before it was even approved. 18 We wanted to understand what the implications would be 19 and we started testing ideas for the site based on the 20 draft code that was in place.</p> <p>21 And from that testing, we started to note a 22 few things, one of which was the desire for maximizing 23 the views to the water and for creating a gateway 24 condition at this -- in certain sites, and particularly 25 at this site. So they became two of the objectives.</p>	<p>1 enter Singer Island. So those were all, I will say, 2 the objectives that we had from a design point of view 3 going into this.</p> <p>4 Now, at the same time, after we did those 5 studies, we actually thought that this sort of base, 6 this podium here, even though we were consistent with 7 the code, we thought it was still a little bit higher 8 than we'd like. We wanted it even more open than that. 9 So we actually sunk the podium -- this is where the 10 parking is -- one level below grade so that we could 11 actually reduce the size, the height of that to make it 12 fit in even more. And you'll see at the end of this 13 presentation a view of how it is actually proposed.</p> <p>14 So moving along, this is, again, just to show 15 the difference from an aerial point of view. The 16 existing condition, existing aerial photograph is on 17 the left, and on the right is how we propose the 18 redevelopment to occur. You can see here that the 19 building is set back. It's about an average of 42 20 feet. The road is angled, so it's an average.</p> <p>21 This is where the public open space is; 22 public can have access to the water. It's very visible 23 to Blue Heron.</p> <p>24 And there's also an amenity deck for the 25 residents here on top of the podium on the second</p>

<p style="text-align: right;">Page 21</p> <p>1 floor, which is looking out to the Intracoastal 2 Waterway, but also provides a visual reference for 3 folks driving over or coming over the bridge and 4 actually seeing through the building, if you will, to 5 the ocean.</p> <p>6 Here is a view, an aerial view of that 7 proposed building. This is looking, it says southeast, 8 but it's actually southwest from the intersection of 9 Blue Heron and Lake Drive. And you can see one of the 10 things that's very clear to see is the setback or the 11 step-back, sometimes people call them, above the sixth 12 floor.</p> <p>13 The code actually requires a number of 14 step-backs of the building. Once you go above four 15 stories, it reduces the amount of building area you can 16 place above the fourth floor so that it sets back, and 17 then again reduces it still further above the sixth 18 floor. And so you see that starting to play out in the 19 building form itself.</p> <p>20 Here's another view. This is from the same 21 spot, but it's now down closer to the ground. You can 22 see the civic space along Blue Heron Drive right here. 23 It's lush. It's landscaped heavily. This is a water 24 feature. There's benches. In addition, what you see 25 is that there's landscape planting around the perimeter</p>	<p style="text-align: right;">Page 23</p> <p>1 This is a view from Lake Drive itself looking 2 at the, essentially, the front of the building. The 3 pedestrian entry is right here between the two parts of 4 the building. It's obviously all one building on the 5 first two floors, but it's these buildings above. So 6 you enter here, and there's elevators on the left and 7 elevators on the right.</p> <p>8 Here, this is the garage entrance. We've 9 located that as far from the intersection of Blue Heron 10 Drive as we could, per staff's recommendation/request, 11 so as to minimize any conflicts with cars turning into 12 the garage with cars turning from Blue Heron onto Lake 13 Drive. This is, for those interested, about 266 feet 14 from Blue Heron Drive, the garage entrance.</p> <p>15 And then here's the south elevation. What 16 you don't see here is we actually have a row of trees 17 proposed between this building and the buildings to the 18 south. The trees will act as a nice additional green 19 buffer between the two. But if we had shown the trees 20 in this, then you wouldn't see the building, so we've 21 left them out. But we will also be landscaping the 22 base of the building where the garage is. And again 23 you see immediately above the first floor, this 24 building steps back, and then it steps back again above 25 the sixth floor here.</p>
<p style="text-align: right;">Page 22</p> <p>1 of the building to provide a little distance between 2 folks on the sidewalk and residential, and the units 3 themselves on the ground floor and a green buffer.</p> <p>4 Also, you'll note we're proposing trees 5 planted along the curbside along Lake Drive. This 6 provides a number of things. It obviously provides 7 shade and makes a nicer sidewalk for folks who are 8 living, walking down there, but it also provides a 9 gateway, and if you will, a transition to the 10 residential neighborhood that's further south on Lake 11 Drive. So it really changes the character of what's 12 there today.</p> <p>13 You can see that one of the things that we're 14 doing on the face of the building is creating these 15 kind of screen-like elements. This adds further 16 articulation to the building. It also provides shade 17 to some of the units. And so you can see some of that 18 screening there.</p> <p>19 Here's another place where you can see the 20 step-back going on above the fourth floor and then 21 again above the sixth floor. And you can see that the 22 building itself is broken down in a number of ways with 23 different types of volumes here, balconies that are 24 sort of jutting out here, another step-back there. You 25 know, and I -- some units identified there.</p>	<p style="text-align: right;">Page 24</p> <p>1 And then this is the sort of view I 2 referred -- I mentioned would be coming soon. What we 3 did was we took that base that we had shown earlier, 4 and we reduced it by one level so that the building is 5 lighter than it was. You can see the -- in the 6 foreground you'll see the redesigned marina and a 7 walkway in front of it.</p> <p>8 You see on the left, you can see peeking out 9 the public civic space, and in the middle you see the 10 amenity deck for community use and even a staircase 11 that ascends from the marina level up to the deck. And 12 again, you see that the building's really been designed 13 to wrap around that deck, but nonetheless, provide 14 this, what I call window out to the landscape, to the 15 community beyond, to the ocean beyond and allowing 16 folks coming over the bridge to see through that 17 window.</p> <p>18 So that's -- I think that's it for my 19 presentation.</p> <p>20 CHAIR JAMES: I have a question, and I'm not 21 sure you would be the one to answer, but does this 22 business own those boat slips?</p> <p>23 MR. PAYTON: The boat slips, yes, who owns 24 the boat slips?</p> <p>25 MR. LAWLER: We have a perfected submerged</p>

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<p>1 land lease with the State of Florida DEP. We will 2 build the boat slips, and they will be open to the 3 public. This is not a public marina in the sense of 4 easy access, but they are not exclusively for use for 5 residents of the building. Is that responsive to your 6 question? 7 CHAIR JAMES: So you said you have a lease 8 from the State, so you will be required to do the 9 maintenance? 10 MR. LAWLER: Oh, definitely. We have to 11 rebuild -- we have a permit to rebuild the seawall and 12 a permit to construct the new marina. As part of that 13 lease with the State of Florida Department of 14 Environmental Protection, we are obligated to maintain 15 the improvements. 16 CHAIR JAMES: Okay, thank you. 17 VICE CHAIR McCOY: Madam Chair. 18 CHAIR JAMES: Go ahead, McCoy. 19 MR. KUNUTY: How will the public who's 20 leasing the slips have access? How will they access, 21 get to their boat? 22 MR. LAWLER: They're provided parking in the 23 garage and access through the building. 24 MR. KUNUTY: Will there be access through the 25 north green space?</p>	<p>1 Let me just step back though for a minute. 2 When we acquired this site, took ownership of the site 3 is probably the proper way to -- we realized we had a 4 significant physical asset in a strategic location. 5 We did not realize at that time that the City 6 was then undergoing finalizing the Downtown Master Plan 7 which included parts of Singer Island, and our site in 8 particular. We did not realize that there were certain 9 public objectives that that Master Plan articulated. 10 But we came to, after reading and thinking 11 about it, we came to the opinion, to our business 12 conclusion that there was an intersection of interest 13 between our desire to do something significant on this 14 site, but to also have it conform. 15 One of the things that we heard when I walked 16 into the Planning Department and then the CRA after we 17 took this property back is I was told what the City 18 didn't want to see was another Marina Grande. The 19 question then we needed to deal with was: Well, that 20 wasn't our particular vision, but what is the City's 21 vision? 22 Our site, our property is strategically 23 located, as you've seen, at the terminus of the eastern 24 side of the bridge. It is the gateway statement into 25 Singer Island. Part of the code that you have provides</p>
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<p>1 MR. LAWLER: No. 2 MR. KUNUTY: Okay. So the exclusive access 3 is through the building into -- 4 MR. LAWLER: For insurance purposes, 5 definitely. 6 MR. KUNUTY: Okay, thank you. 7 VICE CHAIR McCOY: Madam Chair. 8 CHAIR JAMES: Go ahead, Mr. McCoy. 9 VICE CHAIR McCOY: Mr. Payton stated public 10 civic open spaces, and I want to make sure I 11 understand. Is there a difference between the two, 12 civic open space and public open space, because if you 13 want to go back to that last slide, you said -- he said 14 the public civic open space peeking through and to the 15 north, and I want to find out exactly is there a 16 difference between the two, because -- 17 MR. LAWLER: I don't believe it's a term of 18 art. I think that specifically in your code it's 19 called civic open space. And I'm just about ready to 20 get to that part of our presentation. 21 VICE CHAIR McCOY: Okay, I'm sorry. 22 MR. LAWLER: That's all right. No, I think 23 it's a very good question. But there is in your code a 24 specific reference to civic open space, and I think 25 that is the correct terminology.</p>	<p>1 for significant sites of a gateway nature to be able to 2 avail themselves to additional height through your 3 code. And also, your code also provides for the public 4 benefit height option, which is an essential part of 5 our proposal and site plan. 6 To answer your question about what the civic 7 open space area is, it is 10,000 square feet of area 8 designed on the north side of our property that we 9 provide public -- access to the public during daylight 10 hours. It is significantly improved, with a landscape 11 design of not only benches and pavers and physical 12 landscaping, but lighting and bike racks. It is open 13 to the public where they can access the water here. 14 That is an integral part of what we're 15 proposing. It is, we think, where our interest and 16 your interest intersect. In the sense as Neal has 17 described to you, one of the things that we did by 18 sliding the building south off of Blue Heron was to 19 open a vista corridor down Blue Heron. This is a 20 significant -- I think the significant part. While I 21 particularly like Torti Gallas' design, I think that 22 this is really part of what begins to define the 23 gateway here beyond the architecture of the building. 24 Let me go back. So if you want to stop here 25 and ask me about the civic open space, this is the</p>

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<p>1 right time.</p> <p>2 VICE CHAIR McCOY: Madam Chair.</p> <p>3 CHAIR JAMES: Go ahead.</p> <p>4 VICE CHAIR McCOY: That's exactly what I</p> <p>5 wanted to find out, was the public access in exactly</p> <p>6 you said, I think, during daylight hours. Then how is</p> <p>7 it restricted and what do you have in place when, I</p> <p>8 guess, when you --</p> <p>9 MR. LAWLER: Well, first of all, when I said</p> <p>10 daylight hours, that is consistent, I believe that is</p> <p>11 the verbiage in your own code, that it's open from --</p> <p>12 and I do believe it says daylight hours. So it's open</p> <p>13 to the public 365 days a year from sunrise to sunset.</p> <p>14 We are also offering as part of this, but not defined</p> <p>15 as civic open space, a green parking lot across the</p> <p>16 street.</p> <p>17 What do we need to do here, find another</p> <p>18 power source, a power greater than myself? Okay, thank</p> <p>19 you.</p> <p>20 That will also be open to the public during</p> <p>21 daylight hours.</p> <p>22 CHAIR JAMES: Question. Can you go back over</p> <p>23 what's included in that space? You said lighting, bike</p> <p>24 racks.</p> <p>25 MR. LAWLER: Wayne, how many benches do we</p>	<p>1 to have this open during daylight hours, from dusk to</p> <p>2 dawn.</p> <p>3 MR. KUNUTY: Okay.</p> <p>4 MR. LAWLER: That is our commitment.</p> <p>5 Let me also, on this public open space, we</p> <p>6 continue to own the property; we would continue to own</p> <p>7 the property. We have the obligation to maintain it.</p> <p>8 This is not a public park that's given to the City. In</p> <p>9 order to utilize the civic open space option under the</p> <p>10 code, we have to provide the land, make the</p> <p>11 improvements, continue to own the land and maintain it.</p> <p>12 Which brings us up to the final matter that</p> <p>13 we're asking for your approval tonight, which is a</p> <p>14 replat. This is the existing survey and plat. You'll</p> <p>15 see there's been a lot of reparcelization over the</p> <p>16 history of this property.</p> <p>17 We own this property under a unity of title,</p> <p>18 meaning specifically, we own and have unified ownership</p> <p>19 of 2525 Lake Drive, 2429 Lake Drive, and lot 474. When</p> <p>20 we made our application, our initial site plan</p> <p>21 application to the City, we were asked to also submit a</p> <p>22 replat, which we have done, which is this.</p> <p>23 The parcelization then becomes three parcels.</p> <p>24 Parcel A to the north here is the civic open space.</p> <p>25 Parcel B, which is the larger footprint here, is for</p>
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<p>1 have?</p> <p>2 MR. VILLAVASO: Twenty-one.</p> <p>3 MR. LAWLER: Twenty-one benches.</p> <p>4 CHAIR JAMES: In that particular location, is</p> <p>5 there a bus route?</p> <p>6 MR. LAWLER: There's a bus stop on Lake.</p> <p>7 CHAIR JAMES: Okay.</p> <p>8 MR. LAWLER: Not on our property, but on</p> <p>9 Lake, and a little bit south.</p> <p>10 CHAIR JAMES: Okay.</p> <p>11 MR. LAWLER: This has been designed -- I</p> <p>12 dropped my pointer here -- so that it can be</p> <p>13 accessed -- it's open access from three entry points on</p> <p>14 Blue Heron here and here. The State wall exists up</p> <p>15 there, so somebody can access it from here or from</p> <p>16 these two entry points here off of it.</p> <p>17 CHAIR JAMES: Okay, thank you.</p> <p>18 MR. KUNUTY: Madam Chair.</p> <p>19 CHAIR JAMES: Go ahead.</p> <p>20 MR. KUNUTY: You mentioned that it will be</p> <p>21 accessible during daylight hours. Now, I don't recall</p> <p>22 where I saw it, but I saw that somewhere in this</p> <p>23 presentation you said eight to five; specific hours,</p> <p>24 eight to five.</p> <p>25 MR. LAWLER: Under the code, we are obligated</p>	<p>1 the building, and parcel C is old lot 474, which</p> <p>2 becomes, in my verbiage, the green parking lot.</p> <p>3 Just a brief summary. This project will</p> <p>4 generate significant benefits for the City. During</p> <p>5 construction, the project will generate approximately</p> <p>6 250 to 260 full-time equivalent construction jobs.</p> <p>7 That, in turn, will generate 270 to 290 indirect or</p> <p>8 induced jobs.</p> <p>9 I've provided on the left-hand side a</p> <p>10 development timetable. Those are not cumulative and</p> <p>11 shouldn't be read that way, but those are the durations</p> <p>12 for the -- overall, we're looking at about a 35, 36</p> <p>13 month development timeframe. The longest period of</p> <p>14 that would be the actual construction of the building,</p> <p>15 which I estimate currently to be about 20, 21 months,</p> <p>16 and then there's an additional four months of closeout</p> <p>17 after that.</p> <p>18 On the far left side you'll see a bar that</p> <p>19 says Design CDs. That is the design and construction</p> <p>20 document. That will take approximately 12 months. We</p> <p>21 would anticipate that as we're nearing the end of that</p> <p>22 process, we will also have created and submitted --</p> <p>23 created a demolition plan and submitted for a</p> <p>24 demolition permit. We will demolition this building</p> <p>25 within 90 days of the commencement of actual</p>

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<p>1 construction on the site.</p> <p>2 VICE CHAIR McCOY: Madam Chair.</p> <p>3 CHAIR JAMES: Recognized.</p> <p>4 VICE CHAIR McCOY: I don't want -- can you go</p> <p>5 back to this? I don't know what indirect induced jobs</p> <p>6 are. Can you explain --</p> <p>7 MR. LAWLER: It's typically -- do you really</p> <p>8 want to know that I'm a recovering economist?</p> <p>9 VICE CHAIR McCOY: Well, please --</p> <p>10 MR. LAWLER: All right. For every job,</p> <p>11 primary job that's created, there is a multiplier</p> <p>12 effect, because that person, that job creates</p> <p>13 additional spending. So the combination of direct,</p> <p>14 indirect and induced is the multiplier effect of the</p> <p>15 primary job.</p> <p>16 VICE CHAIR McCOY: Okay, but not necessarily</p> <p>17 at that project and not necessarily --</p> <p>18 MR. LAWLER: Not on this site. You're</p> <p>19 entirely correct.</p> <p>20 VICE CHAIR McCOY: And not necessarily in the</p> <p>21 city. So I just was really concerned when I seen that.</p> <p>22 But I'm in -- quite honestly, I'm less concerned with</p> <p>23 the amount of jobs. I'm just looking from the plain</p> <p>24 aspect. This was a general question, because I'd never</p> <p>25 heard --</p>	<p>1 VICE CHAIR McCOY: And how did we arrive to</p> <p>2 the 135 units?</p> <p>3 MR. LAWLER: We maxed the number of parking</p> <p>4 spaces we could achieve. But also, as we did that, we</p> <p>5 were ever mindful of that parking is needed to market</p> <p>6 these buildings. If we're underparked, we're not going</p> <p>7 to be able to sell units. So we have submitted</p> <p>8 documentation to the Planning Department as part of one</p> <p>9 of our responses indicating that this is a market</p> <p>10 driven number in terms of the parking ratio.</p> <p>11 VICE CHAIR McCOY: Okay. And I guess I don't</p> <p>12 know if this really makes or would have any bearing on</p> <p>13 it, but I thought specifically there probably should</p> <p>14 have been more if you're providing public access to</p> <p>15 those marina slips.</p> <p>16 MR. LAWLER: Public access, under the code,</p> <p>17 if I recall here, we're required one slip -- or one</p> <p>18 space per two slips. So in there, if you wanted to</p> <p>19 deduct out what's correctly for residential, you take</p> <p>20 215 minus eight. We have 16 slips.</p> <p>21 VICE CHAIR McCOY: Okay, okay. So it's</p> <p>22 inclusive?</p> <p>23 MR. LAWLER: Yes.</p> <p>24 VICE CHAIR McCOY: Okay, that's what I wanted</p> <p>25 to know.</p>
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<p>1 MR. LAWLER: No, you're entirely right. The</p> <p>2 250, 260 full-time equivalent jobs, FTEs, will be</p> <p>3 created on site. Where those construction workers come</p> <p>4 from, where they live --</p> <p>5 VICE CHAIR McCOY: Right.</p> <p>6 MR. LAWLER: -- they may not live in the City</p> <p>7 of Riviera Beach.</p> <p>8 VICE CHAIR McCOY: Yes, that's a complete</p> <p>9 hypothetical, so you know, I don't even know if that</p> <p>10 was even something that, you know, for our purposes --</p> <p>11 MR. LAWLER: Okay.</p> <p>12 VICE CHAIR McCOY: -- would have made any</p> <p>13 bearing. But I do want to, if I can, Madam Chair, ask</p> <p>14 questions about parking.</p> <p>15 And I was able to, I guess, on the site plan</p> <p>16 approval I think I seen 200 --</p> <p>17 MR. LAWLER: We have 215 parking spaces.</p> <p>18 VICE CHAIR McCOY: And that's both sides</p> <p>19 included?</p> <p>20 MR. LAWLER: Yes, it is.</p> <p>21 VICE CHAIR McCOY: With the number of units</p> <p>22 being 100 and --</p> <p>23 MR. LAWLER: Thirty-five.</p> <p>24 VICE CHAIR McCOY: -- 35?</p> <p>25 MR. LAWLER: That's a parking ratio of 1.59.</p>	<p>1 MR. LAWLER: Okay. I'm sorry, I</p> <p>2 misunderstood you.</p> <p>3 VICE CHAIR McCOY: Another question is when</p> <p>4 did you guys collapse the condominiums in -- I guess</p> <p>5 when you said you purchased out the remaining, when was</p> <p>6 that? What year, approximately?</p> <p>7 MR. LAWLER: I finished the acquisition of</p> <p>8 the seven remaining units we own in November of 2014,</p> <p>9 and that month I legally dissolved -- there's two</p> <p>10 aspects here. I legally dissolved the condominium</p> <p>11 regime, which is the ownership. And in January of</p> <p>12 2015, I dissolved the association which operated that.</p> <p>13 So late November -- I don't remember the</p> <p>14 exact date -- of 2014, and January, mid January, late</p> <p>15 January of 2015 the condominium association, which was</p> <p>16 known as COTI, Condominiums on the Intracoastal, was</p> <p>17 terminated and wound down, filed all the paperwork with</p> <p>18 the State.</p> <p>19 VICE CHAIR McCOY: So they're just rentals</p> <p>20 now?</p> <p>21 MR. LAWLER: We have -- yes. But you know,</p> <p>22 the upper floors of the building were severely damaged</p> <p>23 in the 2004, 2005 hurricanes. We basically have</p> <p>24 mothballed those since our ownership. We have roughly</p> <p>25 18 people that lease space from us, lease units from us</p>

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<p>1 month to month, on a month-to-month lease.</p> <p>2 VICE CHAIR McCOY: Okay, that's it for now,</p> <p>3 Madam Chair.</p> <p>4 CHAIR JAMES: Proceed.</p> <p>5 MR. LAWLER: We're done with our formal</p> <p>6 presentation and open for questions for either myself</p> <p>7 or any of our team members, or I'll turn it back to</p> <p>8 Jeff and DeAndrae.</p> <p>9 CHAIR JAMES: Board, do you have any</p> <p>10 additional questions for the presenter before we switch</p> <p>11 over to staff?</p> <p>12 MS. SHEPHERD: I'd like to ask a question,</p> <p>13 please.</p> <p>14 How much are these units going to sell for?</p> <p>15 Do you have a figure?</p> <p>16 MR. LAWLER: We have not locked in pricing on</p> <p>17 this. It's obviously going to be a function of the</p> <p>18 cost to construct. This is not an -- this is a fairly</p> <p>19 expensive building. Order of magnitude -- and I really</p> <p>20 don't want to -- this is a general indication. I</p> <p>21 suspect that they'll sell somewhere, be priced from the</p> <p>22 mid 500s to slightly over a million. The price point's</p> <p>23 going to be entirely different than what you see over</p> <p>24 on the ocean in Singer Island, which are generally</p> <p>25 starting at 2 million and above.</p>	<p>1 MS. SHEPHERD: One more question. The</p> <p>2 neighbors that's surrounding that building, have you</p> <p>3 sent out any type of notices? Have you gotten a</p> <p>4 response to the project?</p> <p>5 MR. LAWLER: Ma'am, we have held two public</p> <p>6 hearings, one on December 13th and another on January</p> <p>7 9th. In both cases, we met statutory requirements. In</p> <p>8 the December meeting, because it's a City ordinance, we</p> <p>9 sent notices to everybody living within, what is it,</p> <p>10 300 feet? And we also sent notices to everybody living</p> <p>11 in a condominium within -- I forgot what radius. And</p> <p>12 we sent an additional 51 notices to condominium</p> <p>13 organizations on Singer Island. We substantially</p> <p>14 repeated that process in December.</p> <p>15 At the December 13th meeting, I believe we</p> <p>16 had just shy of 40 people sign in to that meeting. I</p> <p>17 believe -- I don't have an accurate head count for the</p> <p>18 January 9th meeting, but my (inaudible) to this, we</p> <p>19 probably had double. In both that meeting -- both</p> <p>20 those meetings I feel that we received substantial</p> <p>21 positive feedback. We have notified everybody that we</p> <p>22 can.</p> <p>23 If you consider going -- if I can go -- I</p> <p>24 won't go back to the aerial, but if you recall, the</p> <p>25 property immediately across the street from us is</p>
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<p>1 MS. SHEPHERD: Follow-up with that. How many</p> <p>2 bedrooms in these particular --</p> <p>3 MR. LAWLER: These are predominantly two</p> <p>4 bedroom. I believe that north of 80 percent of our mix</p> <p>5 is two bedrooms. We have a small proportion of one</p> <p>6 bedrooms, mostly two bedrooms, and then a couple of</p> <p>7 three bedrooms in the penthouse units.</p> <p>8 MS. SHEPHERD: The trash, how is the trash</p> <p>9 going to be --</p> <p>10 MR. LAWLER: Trash would be interior to the</p> <p>11 building. At the garage level there would be a trash,</p> <p>12 you know, how you -- a trash closet or trash --</p> <p>13 MR. PAYTON: Trash room.</p> <p>14 MR. LAWLER: Trash room.</p> <p>15 MS. SHEPHERD: Okay.</p> <p>16 MR. LAWLER: Is that the right term?</p> <p>17 MR. PAYTON: That's what they call it, a</p> <p>18 trash room.</p> <p>19 MR. LAWLER: All right. A trash room. Trash</p> <p>20 will be --</p> <p>21 MR. PAYTON: It's not technical.</p> <p>22 MR. LAWLER: -- be removed whatever on the</p> <p>23 sidewalk schedule is by a, like a forklift or a small</p> <p>24 truck, placed out and then put back into the trash</p> <p>25 room.</p>	<p>1 vacant, so we have no neighbors there. On the north</p> <p>2 side we have Blue Heron, and there is an old motel that</p> <p>3 is our neighbor that is being run, I understand, right</p> <p>4 now as a halfway house for drug rehab.</p> <p>5 And to the immediate south we have a two</p> <p>6 story, I believe it's a six unit co-op building. I</p> <p>7 have met with those people. They -- at least one of</p> <p>8 their representatives came to the December meeting.</p> <p>9 The other property across from Island Road</p> <p>10 from us is vacant. So in terms of having immediate</p> <p>11 neighbors, I don't believe we have many, but we have</p> <p>12 contacted them, every one that we could.</p> <p>13 MS. SHEPHERD: I kind of walk that bridge,</p> <p>14 because I live down in the basin of that area, and I</p> <p>15 walk over the bridge. Will you shut down those</p> <p>16 streets, because it seems like it's going to be a very</p> <p>17 large project. And how long will it take? I think you</p> <p>18 said --</p> <p>19 MR. LAWLER: One of the things that we will</p> <p>20 be doing is, in our civil engineering, the City will be</p> <p>21 requiring us to essentially rebuild a section of Lake</p> <p>22 Drive. We have a storm water outfall pipe that runs</p> <p>23 between 2525 Lake Drive and 2429 today. That will be</p> <p>24 relocated to the north side of the property and run</p> <p>25 underneath the civic open space. There are other</p>

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<p>1 utilities in that road that need to be relocated. So</p> <p>2 before we start construction on the site, we will have</p> <p>3 to do some infrastructure work.</p> <p>4 What the timetable is -- and we're obligated</p> <p>5 to pay for it. So before we actually start physical</p> <p>6 construction on the site, we will have to do what I</p> <p>7 call site prep for utility work to service the site. I</p> <p>8 don't know what is going to be involved. The road will</p> <p>9 get closed for some period of time while we rebuild the</p> <p>10 City's utilities.</p> <p>11 MS. SHEPHERD: So you're going to rebuild</p> <p>12 that road also?</p> <p>13 MR. LAWLER: That section on Lake Drive. We</p> <p>14 will not be touching Blue Heron in terms of any kind of</p> <p>15 construction. We will tap into Blue Heron as we make</p> <p>16 some of these changes. But we will -- as I understand</p> <p>17 it, we will be obligated to rebuild parts of Lake</p> <p>18 Drive, and so it will necessitate the road being</p> <p>19 closed.</p> <p>20 MS. SHEPHERD: Thank you. That's all the</p> <p>21 questions.</p> <p>22 CHAIR JAMES: Okay, thank you.</p> <p>23 MR. LAWLER: Thank you.</p> <p>24 VICE CHAIR McCOY: I have a follow-up. I'm</p> <p>25 sorry. I'm sorry, Madam Chair. I was waiting until</p>	<p>1 someone to deal with the maintenance.</p> <p>2 But I would expect -- I haven't done a</p> <p>3 staffing plan for the condominium association, but</p> <p>4 based on my experience, I wouldn't expect more than</p> <p>5 five to six full-time employees and maybe that number</p> <p>6 of part-time employees.</p> <p>7 VICE CHAIR McCOY: So there will be an</p> <p>8 office, ideally?</p> <p>9 MR. LAWLER: In the interior space, yes.</p> <p>10 VICE CHAIR McCOY: Okay. And the parking is</p> <p>11 accounted for, and that's office visitors and that kind</p> <p>12 of --</p> <p>13 MR. LAWLER: We have, yes.</p> <p>14 VICE CHAIR McCOY: That was my concern. When</p> <p>15 you mentioned three bedrooms, I didn't see any of those</p> <p>16 on the --</p> <p>17 MR. LAWLER: I apologize. I misspoke.</p> <p>18 VICE CHAIR McCOY: And the parcel across the</p> <p>19 street, and I don't know if it's the 2429 --</p> <p>20 MR. LAWLER: It's lot 474.</p> <p>21 VICE CHAIR McCOY: Okay. I didn't see any</p> <p>22 renderings of that. Do you have any?</p> <p>23 MR. LAWLER: It is being designed as a, what</p> <p>24 I call -- there's no physical improvements, meaning</p> <p>25 vertical improvements on it. It is strictly a parking</p>
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<p>1 she finished.</p> <p>2 You mentioned three bedroom. I didn't see</p> <p>3 that in these floor plans in the project.</p> <p>4 MR. LAWLER: They're on the upper floor.</p> <p>5 Neal, I don't have the project mix in front</p> <p>6 of me. Do you recall how many three bedrooms we have?</p> <p>7 MR. PAYTON: I don't remember any three</p> <p>8 bedrooms. Two/two.</p> <p>9 MR. LAWLER: I miscued. We have a two</p> <p>10 bedroom/den which I was characterizing as three</p> <p>11 bedrooms, as I recall.</p> <p>12 VICE CHAIR McCOY: Right, because I don't --</p> <p>13 MR. LAWLER: Yes. Is that correct?</p> <p>14 MR. PAYTON: Two bedroom/den we have.</p> <p>15 MR. LAWLER: Two bedroom/den.</p> <p>16 VICE CHAIR McCOY: Okay. And I apologize,</p> <p>17 Madam Chair. I didn't know he was going to sit down.</p> <p>18 My next question is -- let me find it here.</p> <p>19 How many -- after construction, are there any employees</p> <p>20 or staff that you're going to have?</p> <p>21 MR. LAWLER: There will be a small staff on</p> <p>22 board, probably no more than six to eight people.</p> <p>23 There will be a receptionist during -- or a concierge</p> <p>24 at the desk, security, somebody who will be there daily</p> <p>25 to deal with maintenance and operations, probably</p>	<p>1 lot. Let's see if I've got -- if we have it on any of</p> <p>2 these site plans.</p> <p>3 VICE CHAIR McCOY: When you say it's grass</p> <p>4 open space, so I didn't know what that meant. Grass</p> <p>5 open space parking is something that --</p> <p>6 MR. LAWLER: No, I don't think I've ever</p> <p>7 used -- I called it a green parking lot.</p> <p>8 VICE CHAIR McCOY: Green parking lot, excuse</p> <p>9 me.</p> <p>10 MR. LAWLER: Well, green is, in this case,</p> <p>11 trying to be environmentally sensitive. It's going to</p> <p>12 have pervious pavers, extensive landscaping. I'm</p> <p>13 trying to minimize having a traditional surface parking</p> <p>14 lot that's there today. We're trying to design</p> <p>15 something that is transitional into the neighborhood,</p> <p>16 but serves the building for its parking and guest</p> <p>17 parking.</p> <p>18 VICE CHAIR McCOY: And I just was hoping that</p> <p>19 it, as long as it had some sort of nexus, and it</p> <p>20 doesn't look like these are, you know, somewhere it</p> <p>21 should be --</p> <p>22 MR. LAWLER: This is my personal project. I</p> <p>23 have had discussion -- when my architect or landscape</p> <p>24 architect told me that I needed lights in there to meet</p> <p>25 City code, I was resisting him because I'm trying to</p>

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<p>1 make this a low impact transition from the single 2 family neighborhood to our site. 3 VICE CHAIR McCOY: Right, and that's exactly 4 why I was asking. 5 MR. LAWLER: So I've insisted with our 6 lighting people that it had no upward lighting to the 7 sky that could intrude into the neighborhood. We have 8 minimal lighting right now, enough to meet security 9 needs. 10 But my notion is that this is part of the 11 statement that we're trying to create. Maybe I didn't 12 articulate or Neal didn't articulate it well. My 13 vision is that we have two gateways here. Gateway one 14 is when you come across the bridge. We tried to design 15 an architecturally distinctive building that will tell 16 you you have arrived on Singer Island and something 17 that is architecturally appropriate. Contemporary, but 18 appropriate for this property. 19 The other gateway I envision is onto Lake 20 Drive, and you know, referred to the canopy of trees 21 that's there. This is part of the fabric of that green 22 space. 23 There's actually some practical reasons why I 24 think that creating a gateway onto Lake Drive is 25 important. If you look at that corner right now, look</p>	<p>1 MR. LAWLER: Okay. 2 MS. GIANNIOTES: So just to give you a -- 3 MR. KUNUTY: It's on the page after the 4 requested waivers. 5 MS. GIANNIOTES: I don't have your package, 6 so -- 7 VICE CHAIR McCOY: Okay, that's -- but even 8 seeing the landscape plan doesn't -- you know, I was 9 looking for a full -- 10 MR. LAWLER: You were looking for a color 11 rendering. 12 VICE CHAIR McCOY: I mean I think it's good. 13 I think I'm good on that. 14 CHAIR JAMES: Okay, thank you, Mr. McCoy. 15 MR. LAWLER: Thank you. 16 CHAIR JAMES: Thank you. 17 MR. SPRADLEY: Good evening, ladies and 18 gentlemen. DeAndrae Spradley. 19 The first portion, according to the agenda, 20 will be the future land use portion. Again, the 21 applicant is requesting to develop 1.86 acres of vacant 22 land at 2525 Lake Drive and 2429 Lake Drive, lot 474 23 and lot 528. Both of these lots currently have a high 24 density multifamily MF-20 future land use, and the 25 applicant is proposing downtown mixed use on both of</p>
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<p>1 where we placed the entrance to the garage, which is 2 the furthest away from the intersection corner. What I 3 think is appropriate there is a green canopy. That 4 green canopy has shown -- that kind of green canopy has 5 been shown in order to calm traffic down. The parking 6 lot, what I call the green parking lot, is an integral 7 part of that. 8 VICE CHAIR McCOY: And I appreciate that, 9 Mr. Lawler. I just was interested in seeing that 10 actual transition from the condominium units into the 11 single family homes. 12 MR. LAWLER: And I apologize. I don't 13 believe we have anything in the slide deck -- 14 VICE CHAIR McCOY: You know, I think it's a 15 great project, and I really don't have -- you know, I 16 don't have any really hesitation. I just kind of, you 17 know, I expect that it would have, you know, some 18 similar features, that it's not just like a -- 19 MR. LAWLER: I don't have our application 20 book in front of me, but I'm sure there is a rendering 21 of that. 22 MS. GIANNIOTES: The parking lot? 23 MR. LAWLER: The parking lot. 24 MS. GIANNIOTES: It's on the landscape plan. 25 MR. KUNUTY: Yes, it's on the landscape --</p>	<p>1 the lots. 2 The proposed future land use amendment is 3 consistent with and compatible to adjacent uses, and 4 it's also consistent with and compatible to the City's 5 Comprehensive Plan and Land Developments Regulations. 6 There were no objections from departmental 7 staff, including fire, police, utilities, building and 8 planning, and staff is recommending the Board to 9 consider approving the proposed future land use map 10 amendment as presented. 11 And at this time if you'd like any public -- 12 if there was any public comments, I think this will be 13 the time to address the public. 14 CHAIR JAMES: Sure, we can do that. 15 Bonnie Larson. 16 MS. LARSON: Good evening. A couple of 17 things perhaps someone could explain. They are asking 18 for rezoning of just two little parcels there. And 19 perhaps Jeff could explain to us, what is spot zoning? 20 Okay, after I finish. What is spot zoning? Is this 21 considered spot zoning, because it's one little parcel 22 here and one little parcel right here? 23 How close are these buildings to the 24 sidewalk? They look pretty close. We have one, the 25 Dollar Store. I look at that every day. That's right</p>

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1 on the sidewalk. And from the designs, I can't, you
 2 know, see that well, but it looks like it's pretty
 3 close to those sidewalks. So that's my question: How
 4 close is that?
 5 The parking, you talked about the parking.
 6 They want to reduce it. The City code says two parking
 7 spots per unit, which in 2017 seems awfully little to
 8 me. You've got two bedrooms. You could potentially
 9 have four people there. You're only allowed to have
 10 two cars, per the City code. They want to reduce that
 11 to 1.5. I don't know where you're going to buy half a
 12 car. But maybe those people won't be there year round,
 13 but during the winter, they will, so where are they
 14 going to park? And like I said, how are they going to
 15 buy that half a car?
 16 Oh, I think I read something one time that
 17 there has to be some type of easement right by the
 18 bridge, so maybe that's where they're considering that
 19 green space. Maybe that's why they did it there; I
 20 don't know.
 21 I also read that they want -- they're going
 22 to have a space down there which they rent out in that
 23 area. So even with the parking, they're still going to
 24 have only -- well, you have that.
 25 I read that there are going to be trash

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1 containers or bins or dumpsters on each level. How are
 2 you going to empty those dumpsters on each level of an
 3 eight story -- how tall is the building? I look at it,
 4 I think it's going to be 85 feet, from what I can see.
 5 That's pretty tall. You have right now a five story.
 6 This is going to be an eight story, so you have to
 7 imagine what that would look like, eight story. And
 8 like I said, the way I figure it, it's about 85 feet.
 9 The parking level you talked about, is that
 10 underground parking? Below grade, does that mean it's
 11 underground?
 12 I have some other questions here. The
 13 personnel. I read in there that it was like maybe two
 14 or three permanent positions because, you know, it's a
 15 condo. You just need maybe a maintenance man there and
 16 maybe someone in the office, one person. So there's
 17 going to be a few jobs during construction.
 18 How is the demolition going to take place?
 19 What form of demolition would that be?
 20 So if you can answer those questions, that
 21 would be wonderful. Thank you.
 22 MR. SPRADLEY: Are there any more public
 23 comments?
 24 CHAIR JAMES: Not for this item, no. Oh,
 25 Ms. Davis I thought your card was checked for comments

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1 by the public under closing. You didn't --
 2 MS. DAVIS: I'm sorry, I didn't mean to.
 3 CHAIR JAMES: Okay, you can come up now then.
 4 I'm sorry.
 5 MS. DAVIS: Good evening. My name is Marie
 6 Davis, and I'm a resident, 3001 Lake Drive on Singer
 7 Island.
 8 And I certainly admire Mr. Lawler and his
 9 team for what they are trying to do for both Singer
 10 Island and the community as a whole. I do have some
 11 concerns I'd like to address.
 12 I attended the meeting in January, and it
 13 was, as he said, very well attended. One of the
 14 questions I had, and I was hoping to see this this
 15 evening, and I made a request of Mr. Gagnon, I know
 16 there's supposed to be a harmonious transition between
 17 the building, the proposed building and the residential
 18 neighborhood.
 19 What I was asking for at the meeting, which
 20 probably would have helped us all, is if we had some
 21 sort of a scale drawing of how this project relates to
 22 the surrounding community, both height and so forth,
 23 because when you look at it, it looks like it's very
 24 massive, and it doesn't seem to be -- there doesn't
 25 seem to be that harmonious transition. And maybe there

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1 is; we just can't see it due to a, you know, a lack of
 2 information. It looks really massive.
 3 I'm just really -- this may be a naïve
 4 question, but the parking, is it actually at sea level
 5 or below sea level?
 6 UNIDENTIFIED SPEAKER: Below.
 7 MS. DAVIS: Below? Probably not a great
 8 thing to do, considering our weather and the tides.
 9 I also think that it is, apart from being too
 10 massive, it's more commercial looking than it is -- it
 11 doesn't have that residential, in my opinion, that
 12 residential and appealing quality or resort quality
 13 that you're walking on -- you're coming across to an
 14 island. I mean it definitely says something, but I
 15 think it should be more -- it should not be so -- it
 16 looks like it's all glass, and it's just not appealing
 17 coming into our residential community, again, in my
 18 opinion.
 19 I'm also concerned about the homeless people.
 20 You know, there are homeless people all over the beach
 21 area there, and what are you going to do to prevent
 22 those homeless people with your 21 benches? How are
 23 you going to control that? And the security at night,
 24 I don't know if the security is guaranteed, if there's
 25 going to be a security person there specifically

13 (Pages 49 to 52)

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<p>1 outside, or if that's even -- is that subject to 2 approval or what exactly? 3 Let's see. I'm really concerned about the 4 security and the massiveness and the lack of harmony to 5 not just the surrounding communities, but also to 6 Singer Island and what we would like to -- how we would 7 like to see it. Maybe I wouldn't have that concern if 8 we saw that scale drawing and the relationship. Thank 9 you so much. 10 CHAIR JAMES: Thank you, Ms. Davis. 11 MR. SPRADLEY: I will address a couple of the 12 questions that came up. One regarding spot zoning, no, 13 this is not, Ms. Larson, this is not spot zoning. Spot 14 zoning is when, let's say for example if you were in 15 the middle of an industrial area, and all of a sudden 16 you put like residential in the middle of that 17 industrial area, that's considered to be spot zoning. 18 But when you have zoning -- but in this 19 particular case, we're just talking about the future 20 land use. But when you have future land use uses that 21 are adjacent to this particular use, you can -- 22 basically, you can apply that particular future land 23 use to something that was adjacent to it. So to answer 24 that question, no, this is not spot zoning. 25 Regarding the setbacks along Lake Drive,</p>	<p>1 CHAIR JAMES: I have a question before we go 2 into that. I noticed in the city we've put up a lot of 3 entryway signs, Welcome to City of Riviera Beach. 4 MR. SPRADLEY: Um-hmm. 5 CHAIR JAMES: Are any of those signs over on 6 Singer Island? 7 MR. SPRADLEY: Not yet, but there will be. 8 The intent is to basically put them all over the city. 9 I believe they are still working on certain portions of 10 the neighborhoods on the mainland, and eventually they 11 will be going over to Singer Island. 12 CHAIR JAMES: Because this is a gateway, so I 13 was wondering if one was going -- where is that 14 projected to be placed, if you know, right now? 15 MR. SPRADLEY: I don't know. 16 (Discussion held off the record.) 17 MR. SPRADLEY: Just to clarify, Ms. Pardo, 18 Councilwoman Pardo just said that there will be one 19 sign at the north end of Singer Island and that there 20 will also be another sign in the Blue Heron median. 21 CHAIR JAMES: Can you kind of pull one of 22 these pictures up from the entrance and kind of show 23 us? 24 MR. SPRADLEY: I don't know if this 25 particular map will show, you know, that location of</p>
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<p>1 there is a building setback requirement of ten feet. 2 And along Blue Heron Boulevard there was -- I believe 3 it was about 40 feet, 42 feet, somewhere in there that 4 was a separation between the sidewalk and the building. 5 And to the south of the building -- on the south side 6 of the property, I should say, there is also a ten foot 7 building setback requirement. And again, all these 8 setback requirements, they do meet the City's current 9 Land Development Regulations. 10 As far as the car reduction, there will be 11 another presentation. And if you recall, the 12 applicant, I believe, is around 44 bicycle spaces. And 13 the intent of the bicycle spaces is that currently 14 there is an initiative by the City to do -- increase 15 multimodal transportation modes all around Singer 16 Island. So that's why the bicycles are there, to 17 basically allow the residents to go from -- basically, 18 to use a bicycle around Singer Island. 19 And then the parking below grade, you know, 20 again, there is one level that is below grade parking, 21 and then there's one level that is above grade. 22 And at this time, you know, if the Board -- 23 it is still staff recommendation to consider approving 24 the future land use map amendment portion of the site 25 plan application.</p>	<p>1 where the actual sign is going to be located. 2 CHAIR JAMES: Okay, so I'm thinking median. 3 So it has to be at the entry point, right, once you 4 cross over the bridge after Blue Heron/Lake -- 5 MR. SPRADLEY: Right. 6 COUNCILWOMAN PARDO: By the little bridge. 7 MR. SPRADLEY: By the little bridge; by the 8 little fishing bridge. 9 CHAIR JAMES: Okay, thank you, Councilwoman 10 Pardo. 11 COUNCILWOMAN PARDO: Oh, you're welcome. 12 CHAIR JAMES: Okay. 13 VICE CHAIR McCOY: Madam Chair. 14 CHAIR JAMES: Go ahead, Mr. McCoy. 15 VICE CHAIR McCOY: What triggers a massing 16 study, and was this a situation where one should have 17 been done? 18 MR. SPRADLEY: Currently the City's Land 19 Development Regulations do not require applicants to 20 basically do a massing study. But we did analyze the 21 site, you know -- 22 VICE CHAIR McCOY: Not so much that the 23 applicant does it, but obviously, I think this is 24 certainly something that has been done, I think by 25 maybe internally. And I'm not, I guess, not</p>

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<p>1 necessarily making it specific to the project. But 2 when you have a 10 or 15 story building going next to 3 something, and certainly not this situation, but going 4 next to some single family homes, is there a study that 5 is typically done internally from the Planning and 6 Zoning Department, or is there an analysis, or how do 7 we even consider that?</p> <p>8 MR. SPRADLEY: Sir, all we do is we just 9 implement the code. If the code -- we go line by line 10 through the Land Development Regulations, and if it 11 meets the code, that's all that we can -- we have to 12 stand by.</p> <p>13 VICE CHAIR McCOY: Okay. Well, you know, I 14 don't think that answers the question, but it really 15 did answer the question, because when you use a site 16 plan, there's levels of review. One of the reviews is 17 how it fits with adjacent properties, so that's --</p> <p>18 MR. SPRADLEY: Right, compatible with like 19 surrounding uses.</p> <p>20 VICE CHAIR McCOY: Right, with the 21 surrounding uses. So that's the general question.</p> <p>22 My next question is what I think I heard one 23 of the speakers say about it being underground. Is 24 there any concerns of, in the event that severe 25 flooding or something of that sort, that the</p>	<p>1 Talk about massing studies. And Neal said in 2 his presentation when this form based code was first 3 proposed, we started looking about how the physical 4 envelope -- because the form based code that the City 5 has adopted drives what you see there in terms of mass 6 and organization and setback. And so we have done 7 everything in accordance, in strict accordance, I'll 8 say, with the requirements of your code.</p> <p>9 As part of that, we've also, because I think 10 we own a unique site in the city that is a gateway and 11 does provide access to water, we have, in accordance 12 with the code, said okay, we can respond with this 13 civic open space, this access to the water, and which 14 we've created.</p> <p>15 Whether somebody likes our architecture or 16 not, this building has been sensitively designed. 17 We're not asking you to approve the design. We're 18 asking you to approve the site plan and land use change 19 and a remap tonight. I assume at some point in time 20 we're going to have a subsequent discussion about 21 detailing this building in certain ways.</p> <p>22 It's the best I can offer you tonight. And 23 this site, I will tell you that we have spent over 24 three years thinking through what the best way is to 25 develop this site and make a harmonious addition to the</p>
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<p>1 underground level would be overtaken with water?</p> <p>2 MR. LAWLER: Can I respond to the comment? 3 If I could respond to some of these questions?</p> <p>4 At the most immediate one is we have 5 engineered the subterranean level. It will be designed 6 in a way that we'll have sump pumps and otherwise. We 7 certainly don't want vehicles down there flooding.</p> <p>8 But let me come back to the larger issue here 9 that I seem to hear about the harmonious transition. 10 We don't have any immediate -- for the 2525 Lake Drive 11 property, we don't have any immediate neighbors, in my 12 opinion. We have two vacant lots across the street, 13 and we have, separated now from us by a fair amount of 14 physical space, a two story building that is probably 15 older than our building, that is in fairly, in my 16 opinion, fairly -- has reached the end of its economic 17 life.</p> <p>18 What we've tried to do here is -- that's kind 19 of me to say that too. What we've tried to do is 20 balance our need to have certain economics with a 21 building here with the City's interest in seeing a 22 gateway statement to Singer Island that can define. I 23 heard tonight that the building was too much glass and 24 looked like a commercial building. This building has 25 been sensitively thought out.</p>	<p>1 City. Thank you.</p> <p>2 VICE CHAIR McCOY: Mr. Lawler, let me 3 clarify. I certainly wasn't saying anything to your 4 design, but I was asking a general question of staff. 5 So in fact, this reminds me of the bridge to South 6 Beach when you go over it. It almost mirrors it. So I 7 certainly think the design, in my opinion, is not the 8 issue. I just was asking general questions. But I'm 9 certainly in support of the project as it stands, so I 10 don't have --</p> <p>11 MR. LAWLER: No, I was just -- the speakers 12 that said this is inharmonious or otherwise, I think 13 that's a matter of opinion. I strongly disagree with 14 that. I think we have spent an inordinate amount of 15 time trying to think about how to create, and in fact, 16 optimize a number of both public objectives as well as 17 our desire to have a marketable project. Thank you.</p> <p>18 VICE CHAIR McCOY: Thanks.</p> <p>19 MS. SHEPHERD: May I make a comment, please?</p> <p>20 CHAIR JAMES: Go ahead.</p> <p>21 MS. SHEPHERD: Mr. Lawler.</p> <p>22 MR. LAWLER: Sure. I apologize.</p> <p>23 MS. SHEPHERD: I've been here, I think, about 24 25 years, about 20, 25 years, and walked that bridge 25 quite a bit. And I think that what's there now is just</p>

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<p>1 a disgrace to the island. And I think this building, 2 just look at it, if this will help you, will really 3 enhance Singer Island. And I think it's just a 4 beautiful building. 5 MR. LAWLER: Thank you. 6 MS. SHEPHERD: So I think I'm all for it. I 7 know you're going to tweak it, and I know that you're 8 going to kind of, I guess when you go before Council, 9 you know, by the time you hear their comments and our 10 comments, might tweak it a little bit. But as a whole, 11 I think it's a wonderful concept for the City of 12 Riviera Beach. Thank you. 13 MR. LAWLER: Thank you. 14 CHAIR JAMES: And we don't have any more 15 Board comments, so we're going to move into item A. Is 16 there a motion? 17 MR. KUNUTY: I move that we approve item A as 18 a -- with staff recommendations. 19 CHAIR JAMES: Is there a second? 20 MR. WHIGHAM: Second. 21 CHAIR JAMES: Roll. 22 MR. VELASQUEZ: Julius Whigham. 23 MR. WHIGHAM: Yes. 24 MR. VELASQUEZ: Margaret Shepherd. 25 MS. SHEPHERD: Yes.</p>	<p>1 CHAIR JAMES: Is there a motion for item D? 2 VICE CHAIR McCOY: Sorry? What was that 3 letter? 4 CHAIR JAMES: Is there a motion for item D? 5 VICE CHAIR McCOY: C. 6 CHAIR JAMES: Oh, C. I'm sorry. Motion for 7 item C. 8 VICE CHAIR McCOY: So moved, Madam Chair. 9 CHAIR JAMES: Second? Is there a second? 10 MS. SHEPHERD: Second. 11 CHAIR JAMES: Roll. 12 MR. VELASQUEZ: Julius Whigham. 13 MR. WHIGHAM: Yes. 14 MR. VELASQUEZ: Margaret Shepherd. 15 MS. SHEPHERD: Yes. 16 MR. VELASQUEZ: Edward Kunuty. 17 MR. KUNUTY: Yes. 18 MR. VELASQUEZ: Tradrick McCoy. 19 VICE CHAIR McCOY: Yes. 20 MR. VELASQUEZ: Rena James. 21 CHAIR JAMES: Yes. 22 MR. VELASQUEZ: Unanimous voting. Motion 23 approved. 24 CHAIR JAMES: Is there a motion for item D? 25 VICE CHAIR McCOY: So moved, Madam Chair.</p>
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<p>1 MR. VELASQUEZ: Edward Kunuty. 2 MR. KUNUTY: Yes. 3 MR. VELASQUEZ: Tradrick McCoy. 4 VICE CHAIR McCOY: Yes. 5 MR. VELASQUEZ: Rena James. 6 CHAIR JAMES: Yes. 7 MR. VELASQUEZ: Unanimous voting. Motion 8 approved. 9 CHAIR JAMES: Is there a motion for item B? 10 VICE CHAIR McCOY: So moved. 11 CHAIR JAMES: Second? 12 MS. SHEPHERD: Second. 13 CHAIR JAMES: Roll. 14 MR. VELASQUEZ: Julius Whigham. 15 MR. WHIGHAM: Yes. 16 MR. VELASQUEZ: Margaret Shepherd. 17 MS. SHEPHERD: Yes. 18 MR. VELASQUEZ: Edward Kunuty. 19 MR. KUNUTY: Yes. 20 MR. VELASQUEZ: Tradrick McCoy. 21 VICE CHAIR McCOY: Yes. 22 MR. VELASQUEZ: Rena James. 23 CHAIR JAMES: Yes. 24 MR. VELASQUEZ: Unanimous voting. Motion 25 approved.</p>	<p>1 CHAIR JAMES: Is there a second? 2 MR. WHIGHAM: Second. 3 CHAIR JAMES: Roll. 4 MR. VELASQUEZ: Julius Whigham. 5 MR. WHIGHAM: Yes. 6 MR. VELASQUEZ: Margaret Shepherd. 7 MS. SHEPHERD: Yes. 8 MR. VELASQUEZ: Edward Kunuty. 9 MR. KUNUTY: Yes. 10 MR. VELASQUEZ: Tradrick McCoy. 11 VICE CHAIR McCOY: Yes. 12 MR. VELASQUEZ: Rena James. 13 CHAIR JAMES: Yes. 14 MR. VELASQUEZ: Unanimous voting. Motion 15 approved. 16 CHAIR JAMES: Thank you. 17 MR. LAWLER: Thank you. 18 CHAIR JAMES: Okay, on to general discussion. 19 There's a public comment card from Bonnie Larson. 20 MS. LARSON: Still didn't get my question how 21 tall is this building. And when I said how far back is 22 it, what I mean is I know the sidewalks are going to be 23 ten feet. I wanted to know how far is it going to be 24 set back from that, is what I wanted to know. 25 MR. SPRADLEY: No, that's the answer.</p>

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1 MS. LARSON: Ten feet. So it's going to be
 2 right up against the sidewalk, right up against the ten
 3 foot sidewalk?
 4 MR. SPRADLEY: Right. If you go from --
 5 MS. LARSON: So it's going to be another
 6 Dollar Store, okay.
 7 And like I said, I think they did have to
 8 make that space there by the bridge, that open space.
 9 I think that was a requirement.
 10 And how are they going to implode that
 11 building? I didn't get an answer to that either.
 12 Okay, what I would like to see at future
 13 P & Z meetings is if we could have those letters -- I
 14 guess this would be to Jeff or Mr. -- I'm sorry --
 15 Mr. (inaudible) -- if we could have the letters from
 16 the police and fire, because oftentimes they leave
 17 different comments, we'd like to see this or we'd like
 18 to see that. But now lately all we just get is: It's
 19 okay with them. We'd like to see that.
 20 The other thing, this is what you see on the
 21 web, the minutes, and I like this. However, a few
 22 things if we could change. It says on here that --
 23 okay, if we could put -- after the front page, if we
 24 could have the agenda, because the agenda is like a
 25 separate item from the minutes. So if we could have

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1 this and then the agenda so it all stays together.
 2 The other thing is every page says at the top
 3 of it City of Riviera Beach Board Meeting. Needs to
 4 say P & Z Board Meeting.
 5 When I view this on my computer, it comes
 6 up -- well, the whole thing doesn't come up like this.
 7 I understand what they're doing here. But if it could
 8 be read like a book, page one, two, three, four rather
 9 than one, two, three, four (indicating), because the
 10 way it comes up, the only way to fit on the page is if
 11 it's 50 percent typeset. Can't read 50 percent
 12 typeset.
 13 It comes up at 75 automatically on my
 14 computer, which is fine. I can read that; that's fine.
 15 But with it at 75 percent, I'm scrolling all over the
 16 place. I'm here, here, back up to the top, back down
 17 to the bottom. So if it were just laid out in book
 18 form, like one, two, three, four, that would be good.
 19 So there's some suggestions.
 20 I looked at the web site today, and on the
 21 City calendar it says -- yesterday. I took a snapshot
 22 of it. It says no more meetings for the month. What
 23 about the P & Z meeting? Nobody knows that. I still
 24 can't get to P & Z on the computer. But it says
 25 specifically, and I took a snapshot of it yesterday, no

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1 other meetings for this month. So the P & Z somehow is
 2 being ignored. We need that on the computer so that
 3 people know about the meetings.
 4 And like I said, everybody's got a different
 5 idea of what they want or what they think, or they try
 6 to come with good input. I do, anyway. Maybe you
 7 haven't thought -- you can't think about everything, so
 8 it's good to have public input, but people do need to
 9 know about it.
 10 So those other questions. So it is the
 11 building's going to be right on that ten foot sidewalk?
 12 Yes?
 13 MR. SPRADLEY: That is correct.
 14 MS. LARSON: Another Dollar Store. Thank
 15 you.
 16 CHAIR JAMES: Thank you, Ms. Larson.
 17 Those questions or recommendations were more
 18 for staff, so if you want to go ahead and respond,
 19 Jeff.
 20 MR. GAGNON: In regards to the meeting
 21 minutes, we have a third party entity, Florida Court
 22 Reporting, that prepares our meeting minutes, and I
 23 think that format that has been used has been
 24 successful and acceptable to the City. You know, what
 25 one person may think should be one way, another may

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1 think it's another way. So I would defer to that third
 2 party entity, being that that's their profession.
 3 CHAIR JAMES: Okay. It would kind of make
 4 sense at the top of each page though, instead of having
 5 Board Meeting, P & Z, just so it's kind of -- it does
 6 say City of Riviera Beach Board Meeting. Don't know if
 7 that's a question for our court reporter.
 8 MR. GAGNON: I'll be happy to make the
 9 request.
 10 CHAIR JAMES: Okay.
 11 VICE CHAIR McCOY: Madam Chair, on that same
 12 kind of note relating to the minutes, can I ask a
 13 question?
 14 CHAIR JAMES: Sure, you're recognized.
 15 VICE CHAIR McCOY: Mr. Gagnon, specifically
 16 to that point, can we get those items separate, because
 17 if I try to access the packet on a mobile device, you
 18 know, the bandwidth and the data, I'm pulling down all
 19 of these minutes, meeting minutes, which is probably an
 20 additional 20 pages. Like this document, I believe,
 21 this packet was 100 pages. You know, I'm less
 22 concerned about the meeting minutes than I am -- you
 23 know, we have a certified court reporter who certifies
 24 it.
 25 So if we could do it as a separate document

17 (Pages 65 to 68)

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<p>1 so not to, you know, create a massive file size, that 2 kind of works good for me, because I think it is a part 3 of the packet. However, in most cases when you send it 4 to us as e-mail, just to access it, it becomes a little 5 much to try to download, and sometimes it causes a 6 little, you know, a little bit of, I guess, excessive 7 bandwidth. 8 MR. GAGNON: For file size itself, typically 9 the meeting minutes are a smaller file size. The site 10 plans and landscape plans and color elevations tend to 11 be the larger files. I would be hesitant to remove the 12 meeting minutes entirely from the packet just for our 13 own records, and it would be another, just another item 14 that's detached. So -- 15 VICE CHAIR McCOY: Fair enough. 16 MR. GAGNON: -- I think there might be a 17 benefit in having the packet together for now. 18 VICE CHAIR McCOY: Fair enough. Now, is this 19 the opportunity that -- 20 CHAIR JAMES: No. 21 VICE CHAIR McCOY: -- we have to ask -- 22 CHAIR JAMES: We're now going to 23 correspondence. 24 MR. GAGNON: I'm sorry. 25 CHAIR JAMES: Correspondence, is there any</p>	<p>1 project updates every meeting, and I would hope that 2 it's the position of the Board. 3 And particularly, the item that we got sent 4 two weeks ago -- I guess it would have been three weeks 5 ago relating to the zoning designation change on Singer 6 Island, I was totally caught off guard by that. And 7 that seemed to be a controversial issue, because I got 8 a number of different e-mails about it, and I had no 9 idea that this was coming down the pike. 10 And I'll say that and also use the example of 11 this project today. This project I had no idea about 12 until we got the agenda packet. However, my other 13 comment was that this project is required to have the 14 two public meetings over on the area at Singer Island. 15 I would have liked to kind of have known about it to 16 have particularly participated so that maybe that would 17 have eliminated some of the comments. 18 So you know, I would really like to see if we 19 can have project updates a little more often than not, 20 because it seems like by the time you find out about 21 projects or things that may come before the Board, the 22 members of the public know before you do, and it's kind 23 of like you're caught off guard and have limited time 24 to really investigate and do independent research and 25 have time to deliberate on it.</p>
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<p>1 correspondence? 2 MR. GAGNON: None tonight. 3 CHAIR JAMES: All right. Then moving right 4 along, project updates, upcoming projects. 5 MR. GAGNON: For the February 9th meeting, we 6 are anticipating the Odyssey project being presented to 7 the Planning and Zoning Board again. I believe 8 December 15th was the last meeting that we heard the 9 project. 10 CHAIR JAMES: Right. 11 MR. GAGNON: So at this time we anticipate 12 bringing that project back. 13 CHAIR JAMES: Okay. Now we move into -- 14 VICE CHAIR McCOY: Madam Chair. 15 CHAIR JAMES: Yes, you can go. We'll start 16 with some Board comments. Let me get Mr. Whigham. 17 VICE CHAIR McCOY: Actually -- 18 CHAIR JAMES: Do you have something for this 19 particular -- 20 VICE CHAIR McCOY: I do. 21 CHAIR JAMES: Okay. 22 VICE CHAIR McCOY: Project updates. I want 23 to find out -- I want us to do -- I think we had a 24 discussion about quarterly, and I don't know if we went 25 to quarterly or monthly. But I think we need to have</p>	<p>1 So I really would like to see that, because I 2 really thought it was a little bit surprising that we 3 had something about zoning designation changes, and I'm 4 having people e-mail me, and I still didn't even find 5 out but two days ago from our Planning Department. 6 So that's my thought on that, Madam Chair. 7 CHAIR JAMES: Okay, Mr. Whigham, do you have 8 any comments? 9 MR. WHIGHAM: Yes. I thought I'd like to 10 thank Mr. Gagnon and the Planning and Zoning Board 11 administration and staff for their hard work on this 12 project. When I was going through this, I thought 13 there was a lot of work to be done. That's why I guess 14 I didn't ask too many questions tonight, because I saw 15 a lot of work was done. 16 My only concern at the time was the traffic 17 once that section would be split up. But that was 18 explained, about how they were going to have them park 19 back and so forth. 20 But I really am proud that we are now getting 21 the attention of development about the City of Riviera 22 Beach developing in our city. Let this be a starting 23 point for this year. And for the rest of the year, the 24 other developers will see what we're doing, and let's 25 continue to make our city beautiful, because we need</p>

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<p>1 these developments to get good tax dollars in our city 2 so that we can do some of the work that needs to be 3 done in our city. 4 Our streets are terrible on the west side, 5 potholes, half paved. But once we can get some funding 6 and the City Council can see that, then this work can 7 be done, because it really, really needs to be done. 8 Our streets are unmarked in the center. You can't tell 9 whether you're driving on the edge of the road or on 10 the grass. So let's hope that we get some more 11 developers to come into Riviera Beach so that we can 12 continue to help beautify our city. 13 Thank you, Madam Chair. 14 CHAIR JAMES: Thank you, Mr. Whigham. 15 Mr. McCoy. 16 VICE CHAIR McCOY: Yes, two things. And I 17 think one of them was about the meetings that are 18 required by code that has to happen over on Singer 19 Island. I want to find out if we can be notified prior 20 to that, because evidently the City knows, because I 21 seen that the CRA Director was there, as well as 22 someone from the City. Then I think I seen 23 Councilperson Pardo's name as being in attendance. So 24 I would really like to be a part of those meetings. 25 Also, speaking of projects in the CRA, I'm</p>	<p>1 I mean, but, you know, I think we need to try 2 to mirror something, because, you know, I'm finding 3 them popping up more and more often, and there's really 4 not anything we can do. At least if we know that 5 they're coming, I don't feel so bad, and then I can try 6 to figure out is there a way that we can have any kind 7 of input on at least, if not from the legislative and 8 policy standpoint, but at least if we could go out and 9 try to meet with these folks, because they're like 10 fly-by-nights. 11 You know, it was a single family home, and 12 then two weeks later you got individuals that are not 13 related, and they're occupying the rooms, and they're 14 providing treatment. And it's just like, you know, 15 they come in and out, and there's -- I don't even know 16 if we know as a City. 17 I have one on my street now, and it was kind 18 of surprising, because I only noticed it because of the 19 number of cars that come in and out. And then there's, 20 obviously, I believe there might be physicians or 21 something of that sort that comes in and out. So I 22 want to see if we can implement or maybe even mirror 23 that kind of language. 24 Also, I know we didn't have a chance to weigh 25 in on the medical marijuana, but is there a provision</p>
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<p>1 almost certain and specifically remember when we had 2 the 711 project, those projects I thought had to go 3 through the CRA Board for approval first, prior to 4 coming to the Planning and Zoning Board. Did that 5 change, Mr. Gagnon? 6 MR. GAGNON: Procedurally, we did have one 7 item go to the CRA Board first. However, being that 8 our CRA is identical to our City Council, they thought 9 it would be more prudent to have it go through the 10 Planning and Zoning Board first. So that's the 11 procedure we're going to follow moving forward. 12 VICE CHAIR McCOY: Okay, fair enough. Sober 13 homes. I know we attempted, I think back in maybe 2012 14 back into 2013 to try to create language, and I know 15 there was some discussion about sober homes. And I 16 believe we might have met some resistance or some 17 pushback because of ADA and Fair Housing. 18 But recently in the news I've seen cities add 19 regulations related to sober homes. And I'm 20 particularly interested if we can't particularly deny a 21 sober home from accessing the community. I just seen 22 this week that Delray Beach added sober home 23 regulations that required them to -- let me quote 24 exactly what they did. I don't know what it means, but 25 it says provide more details about what they do.</p>	<p>1 that if the City considers putting a moratorium, that 2 it comes through to P & Z for comments and information 3 before they put a moratorium out, because particularly, 4 I think, like most municipalities, there should be some 5 regulations, but I don't want to see it come back with 6 already suggested regulations and we're kind of forced, 7 as a P & Z Board, to pretty much adopt what, you know, 8 staff has came up with. I want to see if we can be 9 more involved in the policy making and offer some 10 insight on the medical marijuana dispensing facilities. 11 My next comment is on, relates to a right 12 that we have as P & Z Board members, as listed in the 13 code, that we make recommendations and we offer 14 information about the improvements of any public 15 utility, street, highway or building. 16 And this may not necessarily deal with all of 17 those or either of those, but at night on Blue Heron 18 Boulevard, and I've noticed it for the past four or 19 five nights, from President Barack Obama Highway, 20 traveling westbound on Blue Heron, there are completely 21 no lights whatsoever. 22 Actually, I was out headed to the gym at 23 4 a.m., and I couldn't see anything, and it was 24 completely dark. And that is very problematic. And I 25 don't know who's responsible, but it stretched from the</p>

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1 railroad tracks all the way to Congress Avenue, and I
 2 think that's something that needs to be addressed.
 3 And also -- and this is my last one, I
 4 promise, members -- stop signs. I will hope that now
 5 that we have a new City Manager, I want more inclusion
 6 from the different departments. I'm going to
 7 intersections where I'm seeing kids that routinely ride
 8 ATVs and dirt bikes on residential streets, and it's
 9 almost to the point, right, where we can't even stop
 10 them. We just have to honor them and respect them.
 11 And I'm seeing them as small as eight, nine and ten
 12 years old.
 13 And obviously, at a place where I can't even
 14 see a vehicle coming, I surely can't see somebody on an
 15 ATV or a four-wheeler or a dirt bike coming at 40, 50
 16 miles an hour, and this at an intersection where I
 17 believe should be a four-way stop. And I'll give you
 18 the street exactly. It's on 32nd and Avenue N. And
 19 you know, it's like, you know, I want to see how we can
 20 have any kind of recommendations as to whether public
 21 works would consider placing a stop sign.
 22 And I'm really not interested in it for the
 23 purposes of just creating more bureaucracy, but
 24 hopefully where I don't pull out in front of somebody,
 25 and you know, hit them, because you can't stop. I've

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1 seen this happen a number of times where the police get
 2 behind them and there's a high speed chase, and it's
 3 almost better to just let them, you know, free rein.
 4 But I really am looking forward to seeing if
 5 we're going to have any kind of inclusion with policy
 6 making and how our streets and our communities are
 7 actually planned and developed as far as traffic
 8 control. So those are my comments.
 9 And one last thing. There was suggested, and
 10 I know I heard this through administration, that we are
 11 being aired, I think, next month. Is that still
 12 something that's --
 13 CHAIR JAMES: Coming?
 14 MR. GAGNON: I haven't received a final
 15 direction, but I believe it's in progress.
 16 VICE CHAIR MCCOY: Okay. Thank you, members.
 17 Thank you, Mr. Gagnon.
 18 CHAIR JAMES: Mr. Kunuty.
 19 MR. KUNUTY: Yes, just a couple of things
 20 quickly. Something that Mr. McCoy said about the
 21 agenda, my suggestion would be to give us, on a monthly
 22 basis, kind of a rolling three month forecast of what's
 23 coming. I mean obviously, we'll not hold you to --
 24 feet to the fire that that's it, but at least it gives
 25 us a heads-up as to what's coming down the road.

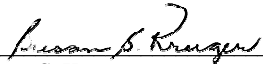

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1 The other thing is the changes that we made
 2 today, what's your thought on that setting a precedent
 3 for the north side of Lake?
 4 MR. GAGNON: I think that when you look at
 5 the CRA Plan as a whole and the implementation of the
 6 new downtown future land use element and the connecting
 7 zoning designations, when it was first implemented,
 8 staff knew that we wanted to include flexibility for
 9 growth over time.
 10 We knew that our first run at creating that
 11 future land use designation, and specifically mapping
 12 out the area may need to be adjusted over time. In
 13 addition, the code itself may need slight adjustments
 14 over time as well, being that it's almost impossible to
 15 get it perfect on the first attempt.
 16 (Whereupon, Mr. McCoy left the dais.)
 17 MR. GAGNON: So we want to be responsive for
 18 new development proposals as they come in. And if we
 19 did receive an application to potentially rezone an
 20 area on the north side of Lake as well, I think that we
 21 would analyze the request, and I think it could be a
 22 possibility.
 23 MR. KUNUTY: I think one of problems is that
 24 without that happening, or at least knowing it can
 25 happen, that's why we had a proliferation of sober

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1 homes there, because they can't really do anything else
 2 with it. So if, you know, six stories or eight stories
 3 or nine stories becomes feasible, it changes the whole
 4 complexion of what's going to happen on that north
 5 side.
 6 So I don't know how we promote the, you know,
 7 the fact that the City is receptive to entertain
 8 development ideas in this general area, you know, based
 9 on, you know, some more aggressive plan.
 10 MR. GAGNON: Perhaps just this project moving
 11 forward will send a signal of sorts, and you know,
 12 generate additional interest.
 13 MR. KUNUTY: Okay, no other questions.
 14 CHAIR JAMES: Thank you, Mr. Kunuty.
 15 Ms. Shepherd.
 16 MS. SHEPHERD: Yes, just a question,
 17 Mr. Gagnon. You know, we have just one book here where
 18 we can read through the backup and the agenda. And I
 19 would like to request -- the City has done it, and the
 20 CRA, they propose to do it for the next meeting. I
 21 would like to propose that a book also be placed in the
 22 library so that the members of the public can sit down
 23 and read through it and in a comfortable setting of a
 24 quiet place.
 25 I don't think it's fair for the public to

20 (Pages 77 to 80)

<p style="text-align: right;">Page 81</p> <p>1 come here, and they want to read the backup, and you 2 know, just one book, and the next one want to read. I 3 think everyone needs an opportunity to read. And I 4 read to Mr. Scott Evans the American Disability Act for 5 those of us who have problems or have a disability, 6 they need that extra time. 7 So I would just like to say if you print one 8 book, I don't understand why the second book cannot be 9 printed and taken over to the library. So I'd like to, 10 you know, go on record by asking a book be printed and 11 taken over to the library. Thank you. 12 MR. GAGNON: I think that's an excellent 13 idea. And we want to promote accessibility to the 14 information however possible, so I think we can do the 15 book, which will remain in place in the library, and we 16 can probably also print off a couple of extra hard 17 copies that if someone wants to take them to go, then 18 they'd be free for the public as well. 19 MS. SHEPHERD: Thank you. Sounds excellent. 20 Thank you. I'm through. 21 CHAIR JAMES: Thank you. 22 I don't have any comments at this time. I 23 did mention about the signs because I have noticed them 24 in the city and I do think they're a great idea from 25 the entry points.</p>	<p style="text-align: right;">Page 83</p> <p>1 CERTIFICATE 2 3 4 THE STATE OF FLORIDA) 5) 6 COUNTY OF PALM BEACH) 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 11 that the foregoing pages comprise a true and correct 12 transcription of my stenotype notes taken during the 13 proceedings. 14 IN WITNESS WHEREOF, I have hereunto set my 15 hand this 31st day of January, 2017. 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">  Susan S. Kruger  </p>
<p style="text-align: right;">Page 82</p> <p>1 So with that, do we have a motion to adjourn? 2 MR. KUNUTY: Motion to adjourn. 3 MS. SHEPHERD: Second. 4 MR. WHIGHAM: Second. 5 (Whereupon, at 8:19 p.m., the proceedings 6 were concluded.) 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	

21 (Pages 81 to 83)



**STAFF REPORT – CITY OF RIVIERA BEACH
CASE NUMBER SP-16-14; SE-16-01 (ODYSSEY MFG. CO.)
PLANNING AND ZONING BOARD, FEBRUARY 9, 2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING COMPANY FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS AND A FUTURE MATERIAL STORAGE AREA, ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING); AND PROVIDING FOR AN EFFECTIVE DATE.

A. Applicant: Odyssey Manufacturing Company.

B. Request: The applicant is requesting site plan and special exception approval for the construction of a bleach storage and distribution facility and future material storage area for Cemex.

C. Location: Vacant property on Dr. MLK Jr Blvd.; between 1555 and 1489 Dr. MLK Jr Blvd. Please see parcel numbers below.

D. Property Description and Uses: The subject property description and uses are as follows:

Parcel Control Numbers: 56-43-42-32-43-001-0000
56-43-42-32-43-003-0000
56-43-42-33-43-004-0000

Parcel Size: +/- 7.1 Acres.

Existing Use: Vacant

Zoning: General Industrial (IG)

Future Land Use: Industrial

E. Adjacent Property Description and Uses:

North: Dr. MLK Jr. Blvd; Community Facilities (northeast); Single Family Residential (northwest); Industrial (north).

South: FDOT Property (Railway).

East: FDOT Property (Railway); 1489 MLK Jr. Blvd, Tropical Shipping; 201 Avenue 'P', Southeast Freight Lines.

West: 1555 MLK Jr. Blvd, Stonybrook Apartments; 460 Avenue 'S', RMB Custom Concrete; Various General Industrial Uses

F. Background:

Odyssey Manufacturing, Co. (hereinafter Odyssey) has submitted an application for site plan and special exception approval, which includes eight (8) 40,000 gallon storage tanks for bleach (320,000 gallons total) and a 12' x 46' modular office building (552 square feet). Phase 2 of the plan, includes a future material storage area for Cemex. The associated plans and other applicable documents have been included as attachments to this staff report.

The Odyssey project proposal was initially submitted to the Planning and Zoning Board for review on December 15, 2016. Following the Planning and Zoning Board Meeting, the plan proposal was amended and resubmitted to City staff in January 2017. The amended resubmittal removed the previously requested +/- 11,259 square foot refrigerated warehouse. According to the transmittal letter from Odyssey, "the proposed Phase II warehouse was eliminated because of citizen concerns on the size and scope of Odyssey's project."

Odyssey has not proposed to manufacture bleach at this location. Instead, bleach will be manufactured outside of the City and transported to this site by railway. The eight (8) onsite storage tanks will be filled by railcar only. The storage tanks will then be used to fill tanker-trucks and the tanker trucks will drive from this location to distribute bleach throughout the region. This property is currently owned by Trademark Metals Recycling (since January 2006). City staff has been informed that Odyssey desires to acquire this property upon approval of site plan and special exception.

Please note that City Code Sec. 31-62, "Standards for granting special exceptions", provides guidance for Planning and Zoning Board review and recommendation of special exception requests to City Council (attached).

G. Staff Analysis:

Proposed Use: A bleach storage and distribution facility as well as a future material storage area for Cemex.

Zoning Regulations: The proposed development location has a General Industrial Zoning Designation (IG), which requires a special exception approval for warehouse and storage uses. The proposal is consistent with maximum building height, and setbacks provided within the IG property development standards. Please note that the code is silent on providing a maximum number of gallons to be stored at an industrial location. This includes hazardous materials (which includes bleach, AKA Sodium Hypochlorite). Please reference September 2, 2016 letter from Odyssey for additional information on bleach (attached).

Comprehensive Plan: The proposed development location has an Industrial future land use designation. This future land use is implemented by the General Industrial Zoning District which is consistent for this property as described within the Future Land Use Element of the City's Comprehensive Plan; specifically Objective 1.8 "Future Land Use Categories", while Objective 1.3 addresses "Incompatible Land Uses" and provides associated policies.

Compatibility: The proposed hours of business operations may pose compatibility questions in association with adjacent residential uses. The traffic study indicates that "each truck will make its initial delivery leaving the site at 5:00AM." Currently, eight (8) tanker trucks are

anticipated to operate from this location. This development proposal also includes a new rail spur running the length of the eastern property boundary.

Levels of Service: City services such as roads, water, sewer, and garbage collection are currently available to the site.

Landscaping: Landscape improvements are proposed in association with the development application. A landscape buffer has not been provided on the eastern and southern property lines due to the proximity to the existing railway. Staff has suggested planting additional shade trees along the western property line to mitigate for the lack of the landscape buffer on the eastern and southern property lines; (30 additional trees, green buttonwood or similar). Odyssey has agreed to add 30 additional trees.

Parking/Traffic: Adequate ingress and egress to the property currently exists and a traffic analysis has been provided (attached). Limited parking and storage uses are proposed.

H. Special Exception Analysis

a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

- Ingress and Egress to and from the site is available through Dr. Martin Luther King Jr. Blvd. Odyssey has agreed to add pedestrian striping / crosswalk markings connecting the existing sidewalks on either side of the driveway (see Dec. 7, 2016, Comment No. 35).

b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.

- Adequate automobile parking spaces have been proposed in accordance with the City's Land Development Regulations. Truck parking areas have also be provided. Tanker trucks and railcars are proposed to be used at this location as a primary function of business operations.

c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.

- A 6 foot high masonry enclosure has been proposed to hold one dumpster for onsite garbage collection.

d. Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.

- Utilities are currently available to the site and will be properly connected.

e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.

- An eight (8) foot concrete wall has been proposed along the western property line, adjacent to the Stonybrook Apartments. Also, City staff has recommended that additional landscaping be provided along the western portion of the property to mitigate for the omission of the eastern and southern landscape buffer (30 additional trees, green buttonwood or similar). Odyssey has agreed to add 30 additional trees.
- f. *Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.***
- No freestanding signage is currently proposed.
 - A lighting plan has been provided, which demonstrates adequate lighting and no light trespass from the property.
- g. *Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.***
- Adequate yard/open space has been proposed in accordance with the City's Code of Ordinances.
- h. *Other applicable requirements such as those found in Sections 31-481 et seq., 31-566 et seq. and 31-596 et seq.***
- A third-party environmental risk assessment has been provided by the applicant; prepared by Environmental Risk Management, Inc. (ERMI), dated January 20, 2017.
- i. *Recommendation:*** City staff advises that the Planning and Zoning Board review and consider all information presented and provide a recommendation to the City Council. If the Planning and Zoning Board chooses to recommend approval, City staff recommends including the following conditions of approval:
1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a certificate of occupancy or certificate of completion is issued.
 2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
 3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
 4. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
 5. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.

6. A unity of title is required prior to the issuance of a certificate of occupancy or certificate of completion (for Parcel Numbers 56-43-42-32-43-001-0000; 56-43-42-32-43-003-0000; 56-43-42-33-43-004-0000).
7. Activity on this property which results in offensive noise (City Code Sec. 11-141, et seq.) shall be discontinued during the time between 8:00 PM and 7:00 AM.
8. Tanker trucks may actively transport bleach from this location, however, tanker trucks shall not be utilized for long-term storage of bleach or other material on-site.
9. The eight (8) 40,000 gallon storage tanks proposed shall only be utilized for the storage of bleach and no other material or substance.
10. Approval of any future expansion request of the on-site bleach storage capacity of this facility shall require an additional special exception approval (currently eight (8) 40,000 gallon storage tanks; 320,000 gallon total storage capacity).

Sec. 31-62. - Standards for granting special exceptions.

A special exception shall not be recommended by the planning and zoning board unless and until:

- (1) The planning and zoning board shall make findings that the granting of the special exception, with any appropriate conditions and safeguards that the board may deem necessary, will not adversely affect the public interest.
- (2) In reaching its conclusion and in making the findings required in subsection (1) of this section, the planning and zoning board shall consider and weigh, among others, the following factors, where applicable and shall show in the record such factors as were considered and the disposition made thereof. Further, the board shall find in the case of any of these factors, where they may be relevant and applicable, that the purposes and requirements of granting the special exception have been met by the applicant and are reflected in the site plan approved concurrently with the granting of the special exception:
 - a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.
 - c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.
 - d. Utilities, including such consideration as hookin locations and availability and compatibility of utilities for the proposed use or structure.
 - e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.
 - f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.
 - g. Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.
 - h. Other applicable requirements such as those found in sections 31-481 et seq., 31-566 et seq. and 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-27.II.C), 3-17-82)



January 22, 2017

Mr. Jeff Gagnon, AICP
City of Riviera Beach
Assistant Director
Department of Community Development
600 W. Blue Huron Blvd.
Riviera Beach, Florida 33404

Re: **ODYSSEY MANUFACTURING CO. SITE PLAN AND SPECIAL EXCEPTION
APPLICATION REQUEST FOR 1501 MARTIN LUTHER KING JR BLVD,
RIVIERA BEACH, FL 33404 (PARCEL #56-43-42-32-43-001-0000/PARCEL
#56-43-42-32-43-003-0000/PARCEL #56-43-42-32-43-004-0000)
SUBMITTAL #4**

Encl: (1) Third Party Environmental Risk Assessment Report by Environmental Risk Management,
Inc. (ERMI) Dated January 20, 2017

Dear Mr. Gagnon,

The purpose of this cover letter is to formally submit a third-party Environmental Risk Assessment
Report for Odyssey Manufacturing Co.'s proposed development in Riviera Beach.

Thank you for your consideration. Please do not hesitate to contact me at (813) 635-0339 or cellular
(813) 335-3444 if I can be of further assistance. We look forward to working with the citizens and
community of Riviera Beach in the future.

Sincerely,

Patrick H. Allman
General Manager

C: (1) R.D. Grandberry
(2) Michael Brown

Third Party
ENVIRONMENTAL RISK ASSESSMENT

Proposed Odyssey Manufacturing Co.
Bleach Distribution Facility
1501 Dr. Martin Luther King Jr. Boulevard
Parcel #56-43-42-32-43-001-0000
Parcel #56-43-42-32-43-003-0000
Parcel #56-43-42-32-43-004-0000
Riviera Beach, Florida 33404



View of Subject Property



View of Existing Tampa Facility Tanks

PREPARED FOR:

Mr. Terrence Bailey, PE, Director
Department of Community Development
City of Riviera Beach
600 W. Blue Huron Boulevard
Riviera Beach, Florida 33404

PREPARED BY:

Environmental Risk Management, Inc.
ERMI File No. E3685A
January 20, 2017

January 20, 2017

Mr. Terrence Bailey, PE, Director
Department of Community Development
City of Riviera Beach
600 W. Blue Huron Boulevard
Riviera Beach, Florida 33404

RE: Third Party Environmental Risk Assessment
Proposed Odyssey Manufacturing Co.
Bleach Distribution Facility
1501 Dr. Martin Luther King Jr. Boulevard
Parcel #56-43-42-32-43-001-0000
Parcel #56-43-42-32-43-003-0000
Parcel #56-43-42-32-43-004-0000
Riviera Beach, Florida 33404
ERMI File No. E3685A

Dear Mr. Bailey:

Environmental Risk Management, Inc. (ERMI) was authorized by Odyssey Manufacturing Co. (Odyssey) on January 9, 2017 to prepare this third-party report for the proposed development on the property referenced above as requested by the City of Riviera Beach Planning Department on December 7, 2016.

This report documents our assessment of Odyssey's proposed Sodium Hypochlorite (bleach) distribution operations, the results of project and regulatory document reviews, the findings of our assessment of Odyssey's Tampa bleach distribution facility (which has the same design and operation as the proposed facility), and the results of our site reconnaissance of the subject property.

The focus of the investigation was to assess the potential environmental risks to residents and property in the site vicinity that could result from Odyssey's proposed bleach distribution facility at the three parcels referenced above. An Executive Summary is presented in **Section 1.3** of this report. Please call us at 1-888-ENV-MGMT (1-888-368-6468) if we can be of additional service.

Sincerely,
ENVIRONMENTAL RISK MANAGEMENT, INC.



Chad Ward, PG
Professional Geologist



Steve Hilfiker, MS, LEP
Principal Scientist



Environmental Risk Management, Inc.

Licensed Engineering & Geology Firm • Assessment & Remediation Consultants

SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report has been prepared by ERMI for the City of Riviera Beach and Odyssey Manufacturing Co. under the professional supervision of the principal and/or senior staff whose signatures appear hereon. Neither ERMI, nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject or surrounding properties or which may be responsible for environmental issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments founded upon the findings of the investigations identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care.

Environmental Risk Management, Inc. (ERMI) declares that Stephen F. Hilfiker meets the definition of Environmental Professional as defined in Paragraph 312.10 CFR 312.

Stephen F. Hilfiker has specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property.

Environmental Risk Management, Inc.
Stephen F. Hilfiker, M.S., LEP
Principal Scientist
President

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1.0 INTRODUCTION

1.1 PURPOSE

This third party evaluation was requested by the City of Riviera Beach Planning and Zoning Department to assess the potential environmental risks associated with the proposed Odyssey Manufacturing Co.'s (Odyssey) sodium hypochlorite (a.k.a. "bleach") distribution facility at the subject property (parcel numbers 56-43-42-32-43-001-0000, 56-43-42-32-43-003-0000, and 56-43-42-32-43-004-0000), which is identified in this report as 'subject property', 'site' or '1501 Dr. Martin Luther King Jr. Blvd.' (a.k.a. "MLK").

The objective of this investigation is to assess potential environmental risks in connection with the proposed use of the subject property. Potential impacts to adjacent residents and property in the site vicinity associated with Odyssey's proposed bleach distribution operations, under both normal and unexpected conditions, have been assessed and the results are presented in this report.

1.2 SCOPE OF WORK

Environmental Risk Management, Inc. (ERMI) has completed a third-party environmental assessment of Odyssey's proposed operations for a sodium hypochlorite (a.k.a. "bleach") distribution facility to be located at 1501 Dr. Martin Luther King Jr. Blvd, Riviera Beach, Florida.

The assessment consisted of the following activities:

- Evaluate all documents submitted by Odyssey on its proposed operations
- Research of regulatory and other documents determined relevant by ERMI
- Visit Odyssey's new Tampa bleach distribution facility located at 5321 Hartford Street, Tampa, Florida 33619
- Visit Odyssey's manufacturing plant and headquarters located at 1484 Massaro Boulevard, Tampa, Florida 33619
- Visit Odyssey's proposed site in Riviera Beach located at 1501 Dr. Martin Luther King Jr. Boulevard, Riviera Beach, Florida 33404

ERMI conducted the assessment of Odyssey's Tampa distribution facility, which has a nearly identical design and operations as the proposed facility, on January 17, 2017. ERMI visited Odyssey's Tampa manufacturing facility January 17, 2017. ERMI visited the subject property and site vicinity on January 18, 2017.

Research and observations were conducted in an attempt to identify potential sources of releases of sodium hypochlorite into the air, soil, or groundwater of the property in the site vicinity, and the impact of such releases to neighbors and property.

1.3 EXECUTIVE SUMMARY

The only hazardous substance that will be stored and handled at Odyssey's Riviera Beach distribution facility is sodium hypochlorite, also known as liquid bleach.

No manufacturing of sodium hypochlorite will be performed at the site. The proposed operation is exclusively a liquid bleach distribution plant.

Chlorine gas will never be manufactured on, delivered to, stored on, handled by, or distributed from the subject property, based on the proposed operations.

Based on our inspection of the nearly identical bleach distribution facility recently developed by Odyssey in Tampa, exposure to liquid bleach is not considered a risk to neighbors or property in the vicinity of the proposed development at the subject property.

Please refer to **Section 4.0** of this report for photo documentation of the entire process of liquid bleach delivery by rail, offloading into storage tanks, loading from tanks to tankers, control and monitoring operations, and a description of spill prevention, containment, risk management and safety protocols that is proposed for the Riviera Beach site.

Liquid bleach is non-flammable and non-explosive. It is considered a hazardous substance primarily due to irritation if exposed to skin and eyes. On-site workers wear protective equipment as a precaution to prevent exposure.

In the event of a spill on site, the storage tanks and tanker loading areas are designed to contain and collect discharged product, including the use of sumps designed to pump bleach back into the tanks, and storm water into wastewater tanks. Based on our review of standard operating procedures, risk management plans and safety protocols, most spills would be contained. Based on the monitors and spill control measures in place at the site, most uncontained spills would meet the regulatory definition of de minimis. An uncontained reportable discharge is considered unlikely, and its impacts would be limited to soil and groundwater. Staff is trained to respond and manage risks if such a discharge were to occur. Exposure risks to neighbors or off-site property is not likely. An off-site spill is not likely.

Procedures, controls, equipment, training, and policies are in place for risk management and the prevention of accidents. Unlikely catastrophic scenarios such as fire, severe weather, airplane crashes, and train wrecks have been considered. In the event of a worst case scenario, exposure to neighbors via vapors, direct contact, surface water, or drinking water is considered unlikely. The product is a non-flammable liquid and may impact soil and groundwater in a worst-case scenario, but is not considered a vapor or

exposure risk. No combustible materials were observed in the vicinity of the tanks or loading areas at the Tampa facility and none are planned for the proposed operation.

Based on our assessment of the nearly identical Odyssey facility currently in operation in Tampa, odors, noise, and other aesthetic concerns to residents in the site vicinity are considered de minimis.

Based on our review of Odyssey's safety, risk, spill and emergency management plans, and certified technical reports prepared by others and provided to ERMI by Odyssey for review as part of this assessment, traffic, lighting, aesthetics, landscaping, environmental impacts, waste disposal, site stability for development based on geotechnical data, wastewater and storm water management, site security, and site safety should not represent concerns to neighbors and property associated with the proposed operations.

Based on our research, the risks to nearby residents and property are minimal and manageable with plans in place to address any spill or accidental issues that may arise on the subject property.

The proposed development appears to have significant economic benefits to the community and all environmental risks appear to be well-managed.

2.0 CHEMICAL EXPOSURE & REGULATORY RESEARCH

2.1 RISK MANAGEMENT CONSIDERATIONS

Storage, handling and disposal are important factors to investigate when assessing the management of chemicals at a facility. The only hazardous substance that will be stored and handled at the proposed facility is sodium hypochlorite, also known as liquid bleach. It will be delivered to the site by rail, pumped to contained above-ground storage tanks, and distributed from the site through tanker trucks. Sodium hypochlorite will not be disposed of at the subject property.

No manufacturing of sodium hypochlorite will be performed at the site. Chlorine gas and sodium hydroxide, which are dangerous substances that are associated with method of manufacturing sodium hypochlorite, will never be delivered to, stored on, handled by, or distributed from the subject property, based on the proposed operations. The proposed operation is exclusively a liquid bleach distribution plant.

All storage areas are contained as described in the spill prevention sections below. No handling of bleach is conducted. The bleach is simply pumped in a secure manner through industrial grade hoses and piping from railcars to tanks to tankers in a strictly controlled and monitored process as described in Section 4.0.

2.2 REGULATORY RESEARCH

Sodium hypochlorite is regulated by the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA) as a hazardous substance. Liquid bleach is corrosive and an irritant to eyes, skin, nose, throat and lungs under direct dermal or inhalant exposure conditions.

Based on our research, on-site worker exposure is a potential health risk, however, for properly trained workers operating under strict safety protocols with protective personal equipment (as needed) this risk is considered managed. ERMI has reviewed Odyssey's risk management and safety protocols, observed facility operations, and reviewed personnel files and concludes the risks to workers appear well-managed. Exposure to liquid bleach is not considered a risk to neighbors.

The tanks that will be used at the subject property are exempt from the FDEP Tanks Rule, Florida Administrative Code (FAC) Chapter 62-762:

Systems used exclusively for the storage of aqueous solutions of sodium hypochlorite are exempt from the requirements of this chapter {FAC Rule 62-762.301(2)(x)}.

A discharge of sodium hypochlorite may be regulated by FAC Chapter 62-780, 'Contaminated Site Cleanup Criteria' if soil or groundwater impacts are identified above applicable cleanup target levels for chemicals of concern associated with bleach solutions.

Laboratory analyses of sodium hypochlorite from existing Odyssey operations identified chloride, sodium, chlorate, and iron in samples of bleach product collected in July and November, 2016. Perchlorate and bromate, which can form in bleach as it decomposes, were not detected. Odyssey carefully manages its inventory to maintain fresh product for its customers as described in **Section 4.0**.

Based on our review of the OCULUS database, Odyssey has no discharge reports on file with the FDEP. Inspection reports and administrative documents were the only files identified in the database.

2.3 SUMMARY OF SPILL PLAN

In the event of a spill on site, the storage tanks and tanker loading areas are contained with bermed concrete which drain to sumps designed to pump the bleach back into the tanks. The sumps are also designed to pump storm water into wastewater tanks. Impacts to soil and groundwater are considered unlikely in the contained areas.

Bleach will be delivered by rail and pumped into eight, 40,000-gallon aboveground storage tanks located on the property. The railcar unloading rate is approximately 150 gpm. According to Odyssey, a railcar is unloaded in about 2 hours and 15 minutes. The offloading hoses are three inches in diameter with a maximum length of 100 feet. Therefore, based on the following calculation, the hoses will hold a maximum of 37 gallons ($1.5 \text{ inches} \times 1.5 \text{ inches} \times 3.14 \times 7.48 \text{ ft}^3/\text{gal} \times 100 \text{ ft} / 144 \text{ in per ft}^2$). If a hose releases or breaks, either the operator monitoring the loading activity would manually shut down the unloading by hitting one of the emergency stop switches (see Section 4.0), and the pressure switch on the bleach unloading line would also shut down the unloading process. The hose is rated for 200 pounds per square inch (psi) and is inspected each time before use. The operating pressure is approximately 30 psi. Thus, a hose break is a very low probability accident that would not likely lead to a significant discharge. Based on EPA and Odyssey records, a reportable bleach discharge would be over 100 gallons.

See Section 6.5 for additional information regarding the Odyssey Spill Prevention and Control Plan.

2.4 NOT CHLORINE GAS

Chlorine Gas vs. Sodium Hypochlorite

There are two ways to manufacture sodium hypochlorite: (1) A salt to bleach plant (similar to Odyssey's main manufacturing facility); and (2) Utilizing railcars of chlorine gas and sodium hydroxide (a.k.a. caustic). Regardless of the method of manufacturing, once sodium hypochlorite is manufactured it remains a stable compound containing a sodium, chlorine and oxygen molecule. By way of comparison, salt is also a stable compound containing a sodium and chlorine molecule. When sodium hypochlorite is spilled or inadvertently released to the environment, it eventually reverts to salt as the water molecule it contains is evaporated off.

ERMI understands and concurs with citizen concerns regarding chlorine gas. However, environmental and health risks at a plant containing chlorine gas and one containing liquid bleach are not the same. They are two completely different chemicals. One is a dangerous gas being phased out of the marketplace and one is a much safer alternative that is replacing it for use as a disinfectant in water and wastewater plants.

The proposed facility will not utilize or store chlorine gas in any way. No manufacturing will occur. The proposed operation reviewed by ERMI is exclusively for distribution of liquid bleach.

2.5 CITY OF RIVIERA BEACH EXPERIENCE WITH CHO-WHITE CHEMICALS

Clo-White Chemicals was a chemical manufacturer who specialized in manufacturing cleaning products including ammonia and sodium hypochlorite. In addition to the dangerous manufacturing operations, Clo-White also distributed sodium hypochlorite. They began operations in Riviera Beach in the late 1980's and finally shutdown in 2001. ERMI understands and concurs with citizen concerns regarding the former Clo-White operation.

The former Clo-White operations included significant environmental risks which are not present at the proposed operation. Any comparison between the two facilities would not be accurate with the exception of the distribution of liquid bleach. Clo-White kept railcars of chlorine gas, sodium hydroxide (caustic) and ammonia on their site. Odyssey will have none of these chemicals on-site.

The following is an excerpt of an FDEP report on Clo-White detailing their releases (all of which were toxic gases):

EPA records indicate that over 127,000 total pounds (lbs.) of chlorine gas and over 10,000 lbs. of ammonia gas were released as fugitive or non-point emissions between 1992 - 1999. Over 100,000 lbs. of the total amount of chlorine was released in a single year, 1992.

The only similarity between the operations pertains to distribution of sodium hypochlorite, which is not considered to represent a significant environmental risk as described throughout this report. Clo-White utilized many dangerous chemicals on-site which are not associated with a facility that is limited to the distribution of liquid bleach.

3.0 PROPOSED DEVELOPMENT OVERVIEW

3.1 ODYSSEY MANUFACTURING CO.

The following is based on information provided by Patrick Allman, General Manager of Odyssey, via documentation and interviews.

Odyssey Manufacturing Co. formed in 1998 and is headquartered at 1484 Massaro Boulevard, Tampa, Florida 33619. Odyssey manufactures and distributes sodium hypochlorite via tankers. Odyssey's manufacturing facility located in Tampa uses salt and water to make bleach via an electrolysis process.

Over 95 percent of Odyssey's customers are industrial operations consisting of primarily water and wastewater plants. The remainder of its customers are water parks and retail pool stores which use or resell sodium hypochlorite.

In addition to being a sodium hypochlorite manufacturer, Odyssey is also a licensed plumbing and general contractor specializing in chemical system design, permitting, equipment supply and installation, and service work.

Odyssey recently executed an agreement with Olin Chemical to import sodium hypochlorite by railcar into Florida and be its exclusive bleach distributor in Florida. In order to fulfill its commitments to Olin and to expand its business, Odyssey plans on building four distribution facilities around the State of Florida. Odyssey recently completed the construction of the first such facility located in Tampa, Florida (see **Section 4.0**). Odyssey is proposing the subject property as the location of its second bleach distribution facility in Florida.

3.2 GENERAL DESCRIPTION OF THE SUBJECT PROPERTY

The subject property consists of three parcels of land, zoned General Industrial (GI), combined as approximately 8.97 acres. It is ERMI's understanding, based on information provided by Odyssey, that the proposed operations are consistent with approved GI land uses, and there are no variances, exemptions or other legal exceptions that Odyssey requires to use this property.

The eastern and southern boundaries of the property are contiguous to a five-track railroad right of way owned by Florida East Coast railroads. The site has approximately 300 feet of frontage on MLK along the northern site boundary. The western boundary is contiguous to Stony Brook Apartments (northern 600') and various concrete and transportation entities (southern 850').

3.3 SITE DEVELOPMENT PLAN

Odyssey has designed the site plan to minimize potential impacts to the Stony Brook residents. Based on the ERMI site visit and review of development plans, no bleach loading activities will occur within 300 feet of the apartment property.



Based on ERMI review of the landscaping plan prepared by Conceptual Design Group, Inc., the northern 641 feet of the subject property will be a storm water management retention pond and landscaped grounds.




As described in **Section 5.0**, the proposed tank containment location was measured 805 feet south of the current chain link fence located along the northern site boundary. The northwest corner of the proposed containment location was measured 358 feet from the southeast corner of the closest apartment building.

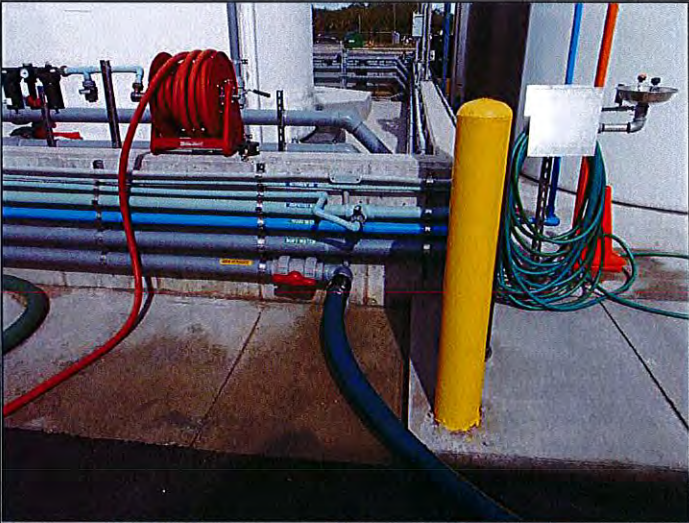


4.0 TAMPA SITE RECONNAISSANCE

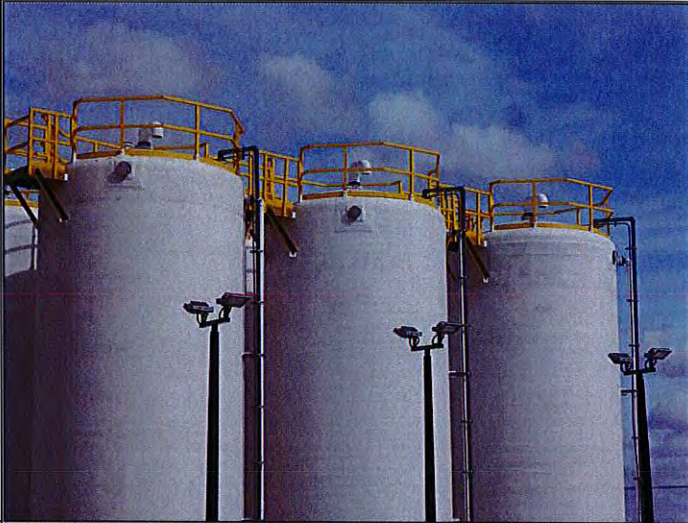


The Odyssey bleach distribution plant visited by ERMI on January 17, 2017 is located at 5321 Hartford Street in Tampa, Florida on approximately 16 acres. The land uses in the site vicinity are industrial and vacant land. ERMI observed the entire process of railcar off-loading to the stationary tanks, and the loading of bleach from the tanks to a tanker truck on January 17, 2017 at the Tampa facility. Brian Thaxton, Plant Supervisor, and Pat Allman, General Manager, were on site and interviewed regarding facility operations. The operations are described in the text and photos below. These operations are the same as those proposed for the subject property. Three tanker railcars had mobilized to the site prior to ERMI arrival. Upon arrival, ERMI was unaware the car was actively offloading. No sound or odors were detected.



Photos of Bleach Delivery by Rail and Off-loading into Contained Storage Tanks

1	Railcars, tanks, and lighting as it would appear on the subject property looking northwest from across the tracks, east of the site.	
2	The railcars were properly labeled with the placards required by the Department of Transportation.	

3	Note the fill and release ports are on top of the tank.	
4	Securely threaded and clamped hose and piping connection. Blue hose rated for 200 PSI.	
5	Offloading hose from top of railcar over impervious surface to tank piping at ground level.	

6	Securely connected hose to piping. Note base of tanks and the tank containment area surrounding the tanks.	
7	Note the telemetry to properly document and monitor the operation. Note the proximity of the numerous emergency stop switches in the event of hose release or breach, both of which are considered highly unlikely.	
8	View of cars, piping, tanks, containment, light posts. Note worker with precautionary protective clothing and goggles.	

9	View of top of tanks, tank vents, security lights.	
10	Inside of tank containment.	
11	Float-switch sump-pump inside containment. Storm-water is pumped to wastewater tank, and in the unlikely event of a spill, bleach would be filtered (note blue cartridge) and pumped back into tanks.	

12	Note secure tank foundation, steel-reinforced concrete pad.	
13	Multiple telemetry stations and stop switches to properly document and monitor the operation.	

The Tampa site is designed for eight, 40,000 gallon tanks. Six were observed in the containment area. The tank containment wall was measured four feet high in the corner with the sump. The floor of the containment area slopes up to the opposite corner of the containment to enable gravity flow of any spill to the sump shown in photo 11 above.



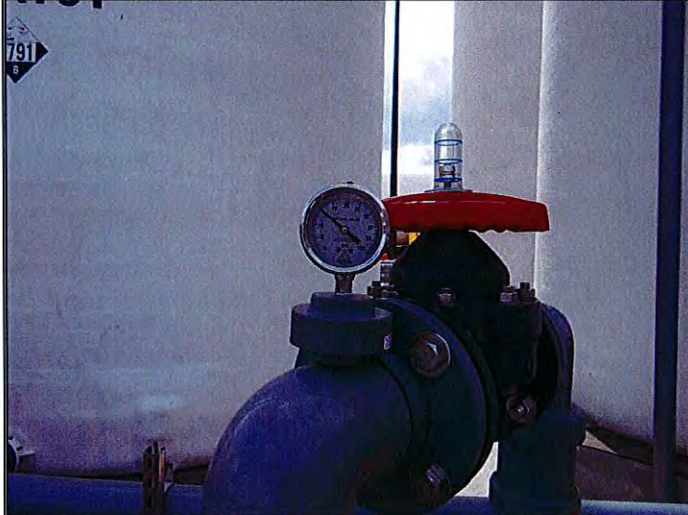
ERMI observed the tanker mobilize to the fill location (see photos below). The driver makes the hose connections and programs the load in the portal, including which tank will provide the sodium hypochlorite. The source tank selection is based on the age of the product. The storage tank with inventory that has been at the facility the longest is selected as the source tank. As described in Section 2.3, Odyssey manages the duration of bleach storage on-site to maintain quality of the product and to minimize breakdown of the bleach.




No bleach odors were detected during filling operations from the rail or the tanks until within 10 feet of the pumps. The odor detected was extremely faint and it immediately dissipated. The




bleach-loading pumps created very little noise during the truck-loading procedure in the immediate vicinity of the truck. At a distance of roughly 100 feet, the only sound was the diesel truck engine.

Photos of Bleach Loading from Tanks to Tanker over Contained Loading Area

14	Secure hose connections as described in photo 4 above.	
15	The green hose is precautionary for drainage in the event of tank overfill. The blue hose loads the truck.	

16	<p>The tanker capacity is 5,400 gallons and the operator is setting the load for 5,000 gallons.</p>	
17	<p>Note the slope of the containment area, which would drain any spill to the sump.</p>	
18	<p>30 pounds per square inch (PSI) of pressure. (see next photo)</p>	

19	The hose is rated for 200 PSI.	
20	Emergency stop switches are within 20 feet of loading operations.	
21	Two sumps; one in containment as described above, and one in sloped contained loading area (see next photo).	

22	Loading area sump, base of wastewater tank, pumps and piping.	 A photograph showing a concrete sump area with a metal grate. Above the grate, there is a green pump and various blue and red pipes connected to a larger structure, likely the base of a wastewater tank.
23	Wastewater tank, two soft-water tanks and two (green) water-softeners.	 A photograph of several large, white, cylindrical industrial tanks. One tank is clearly labeled 'WASTEWATER TANK' and another 'SOFT WATER TANK'. There are also two smaller green tanks visible in the background. A blue accessibility sign is posted in the foreground.
24	Alternate wastewater disposal port to the left of the eye-wash station. Wastewater disposal piping indicated at yellow arrow.	 A photograph of a concrete area with industrial equipment. A yellow arrow points to a specific pipe or port on the ground, which is the alternate wastewater disposal port mentioned in the text. Various pipes and machinery are visible in the background.

Photos 22, 23 and 24 show the soft water tanks, wastewater tank and the water softeners. Water softening is needed because the bleach is registered with the EPA as a 10.5% sodium hypochlorite solution. The product delivered to the site varies typically in the 11 – 12% range. Soft water, purified by removing calcium and manganese from the site water source, is added to the bleach to bring the concentration into the acceptable range, which is +/- 1% of the registered concentration.

The green water softener tanks contain filters to remove hardness. After approximately 60,000 gallons of water, the filters need to be flushed to remove the calcium and manganese. All waste water from this process is pumped to the waste water tank for proper permitted disposal.

Water from the wastewater tank is tested per the requirements of the Industrial Pretreatment Permit. After analytical results confirm the water quality meets all applicable criteria, the water is pumped from the waste water tank to the sewer system. An alternate disposal method is plumbed for direct pumping for off-site disposal if necessary as shown in photo 24.

No combustible materials were observed in the vicinity of the rail, tank and tanker loading operations. As noted in the photos, all piping is metal, tanks are fiberglass and ground surface is concrete. Sodium hypochlorite is non-flammable and non-explosive. NFPA placards were observed on the tanks indicating a 0 flammability rating (non-flammable), a low reactivity rating of 1 (on a scale of 0 to 4), and a moderate health risk rating of 2 based on the bleach being a skin and eye irritant. All workers have safety goggles and splash protective clothing on at all times.

The operational controls and process monitoring software is accessible on worker cell phones, portals at the filling stations, in the electrical room, site office and at company headquarters in Tampa where attendants are on duty 24 hours a day 7 days a week. ERMI viewed the security footage on the Plant Supervisor's cell phone during the tanker filling operation, and the monitors in each of these locations.

The electrical room includes a smart UPS battery backup with a 48-hour charge in the event of electrical power failure. The telemetry in electrical room, shown in photos below, is the same as observed on the cell phones and other monitors.


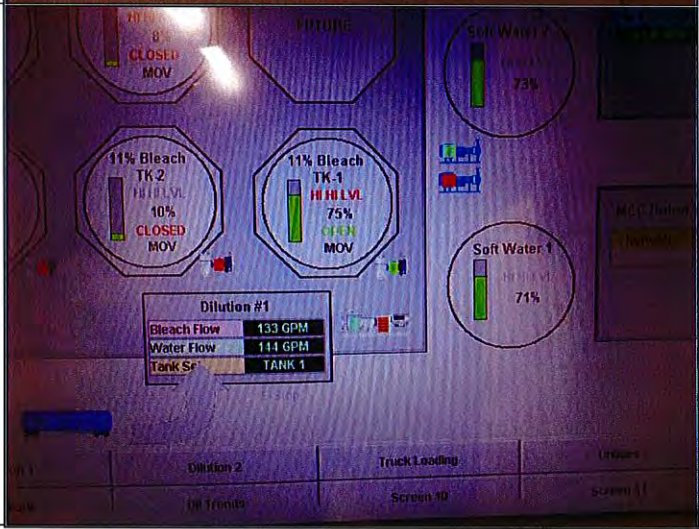
In the event of an approaching hurricane, bleach is in high demand. The facility stock is typically sold and the empty tanks are partially filled with water to secure the tanks. After the storm, the water is disposed of as industrial water through the sewer system per an approved permit. If electrical power is out after a storm, a generator panel was observed and all operations can be run with a generator until power is restored.

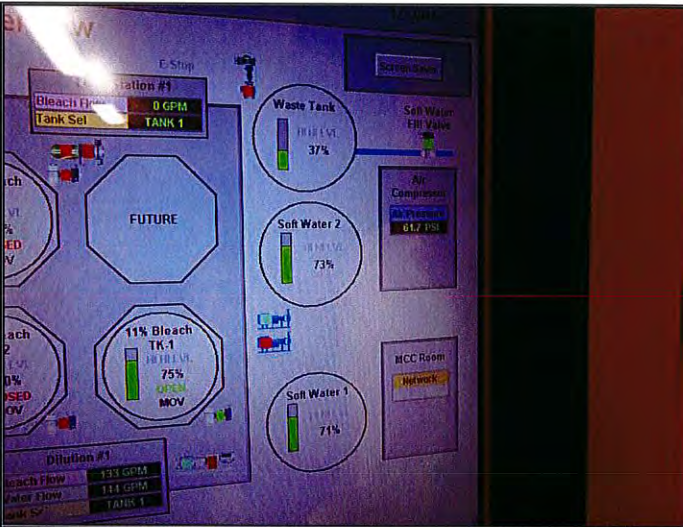
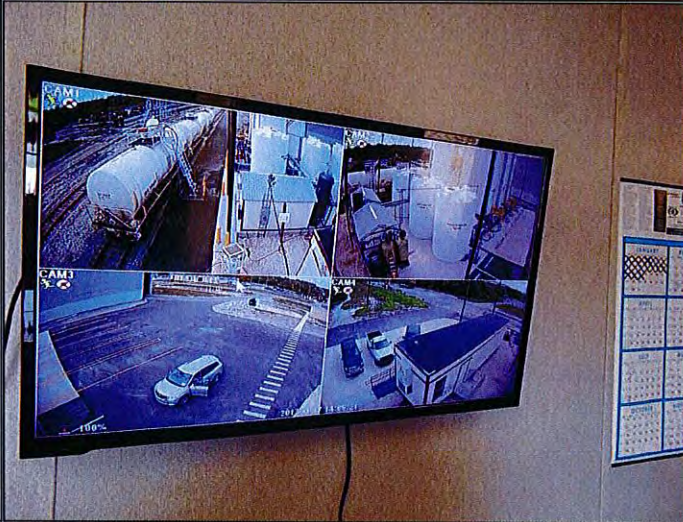

A blue sensor observed on the top of each tank is a high level switch which will stop flow into the tank if levels get too high. The orange sensor observed on each tank monitors the bleach level. If levels reduce at a rate that does not correspond to loading activity, it would indicate a

potential spill into the containment area that would prompt an alarm and an investigation into the fluid level.

Camera shots of truck loading, tanks, railcars, and the office building were observed on site from the supervisor's cell phone. In the unlikely event of a spill, alarms sound in the filling area and notifications are immediately transmitted to the cell phones, office computer monitors, and to headquarters in Tampa. See photos below.

Photos of Monitoring Stations at Distribution Site and at Tampa Central Headquarters

25	Monitor at distribution site showing all tanks and inventory data.	
26	Tank 1, 11% bleach solution, actively loading at 75% capacity.	

27	Fluid levels in waste and soft-water tanks.	
28	Security footage of railcars, office, tanks, and loading areas.	
29	Control room in Tampa headquarters.	



Additional observations included four worker safety wash stations, fire extinguishers, water hoses, and security cameras. The entire area is paved with impervious concrete or asphalt, with the exception of the gravel beneath the railroad.

In summary, ERMI observed the entire sodium hypochlorite delivery, railcar off-loading, tank storage and containment, tanker truck loading, release detection equipment, monitoring operations and safety protocol.

All operations were conducted in a controlled and contained manner as documented in the SOPs and risk-management plans. Risk management, severe weather, spill containment, structural design, wastewater, spill prevention, noise, odor and safety issues all appear well-managed. The operations are not considered to represent a risk to neighbors or property in the site vicinity.

5.0 RIVIERA BEACH SITE RECONNAISSANCE

Riviera Beach site observations were conducted on January 18, 2017. The subject property is approximately 8.97 acres.

ERMI met Odyssey Representative Pavol Plecenik, Technologies Manager on site. The photographs below are of the proposed tank and containment area, adjacent properties and various views of the subject property.



The distance from the northwest corner of the proposed containment area to the south east corner of the apartment building was measured 358 feet. The concrete batch plant located adjacent south of the apartment complex is closer than the proposed tank area and the batch plant appears to be taller and more visible to the apartment than the proposed tanks will be.




Based on the Tampa distribution site visit, neighbors will rarely if ever detect bleach odors.




Based on the Tampa site visit, the loudest sound associated with the bleach distribution facility will be from the trucks coming into out of the site.




No evidence of environmental impact was observed on the subject property during the site visit.

Photos of Subject Property and Location of Proposed Operations as Depicted Above

31	Subject property. Northwest corner of proposed containment area, looking northwest. Note distance to apartments.	
32	Subject property. Northwest corner of proposed containment area, looking west at concrete batch plant, which exceeds the height of the proposed tanks.	

33	From northwest portion of subject property, looking south/southwest at apartments and concrete batch plant.	
34	For landmark purposes, this photo shows the Earleaf Acacia tree and palms located in the proposed containment area.	
35	View from corner of apartment building looking southeast toward proposed tank area, which is in the center background of the photo, measured 358 feet away.	

36	View of subject property looking south from MLK, measured 805 feet north of proposed tank area.	
37	View of the Tampa distribution site, approximately 805 feet north of the existing tanks (to provide perspective of what the proposed tanks may look like from MLK).	
38	Existing rails on the subject property looking south.	

39	Rails and northern half of subject property looking north/northwest.	
40	View of northern third of subject property looking east.	
41	View of southern third of subject property looking west.	

As part of its due diligence, ERMI reviewed previously completed environmental assessment and geotechnical reports conducted by others for the subject property. The subject property is historically undeveloped land with the exception of agricultural uses in the 1940's – 1960's.

In January 2006, URS Corporation did a Phase I and limited Phase II Environmental Site Assessment (ESA) on the subject property. Their findings were as follows: "Based on the findings of this Phase I ESA and limited Phase II testing, URS did not identify any evidence or current or historic recognized environmental conditions (REC's) in connection with the Site, and no further assessment is warranted." Limited Phase II analyses were to assess the activities of the adjacent facility operations. No impacts were identified.

ERMI reviewed a geotechnical report prepared by GFR in 2003 and another prepared by Ardaman in 2016. Neither report identified any concerns associated with potential development.

The land uses in the site vicinity are industrial, residential and vacant land. The adjacent properties observed during the study area search were:

North: Dr. Martin Luther King, Jr. Boulevard;

South: CSX Railroad and vacant land;

West: Stony Brook Apartments and Rinker Materials (Cement Plant);

East: CSX Railroad and Tropical Shipping.

No evidence of environmental impact was identified in the site visit.

6.0 PROPOSED OPERATIONS

6.1 DESCRIPTION OF PROPOSED OPERATIONS

Odyssey proposes to utilize the site for sodium hypochlorite distribution operations. No chemical manufacturing operations are proposed. This is consistent with their business plan as Olin's Florida distributor. The proposed operations are the same as those described in **Section 4.0** of this report.

The following information presented in the remainder of this section was provided to ERMI by Mr. Pat Allman, General Manager of Odyssey for inclusion with this report. ERMI has reviewed this information and the documents listed in **Section 8.3** of this report as part of this assessment.

Odyssey's Riviera Beach Distribution Center is expected to eventually sell 100,000 gallons of bleach per weekday which equates to twenty 5,000-gallon tanker trips per day over a 10-hour period (deliveries will be between 5:00 AM and 3:00 PM). All traffic would enter the site from the westbound lane of MLK and leave to the east on MLK. Odyssey expects to employ 20 personnel at the site and would hire locally. Site development will require an investment of over \$5 million (not including the cost of the land) which will increase the tax base on an industrial property that has been vacant and undeveloped since Riviera Beach was incorporated. CSX has approved rail service to the site and has told Odyssey that they will provide service on Tuesday and Thursday mornings. CSX currently delivers railcars to the railyard located adjacent to Odyssey seven days per week.

Odyssey will act as the General Contractor for the work and hire local trades to construct the facility. Odyssey specializes in chemical system construction having built over 3,000 chemical systems in Florida including the following in Palm Beach County: City of West Palm Beach Water Plant sodium hypochlorite, corrosion inhibitor, fluoride and ammonium hydroxide systems, City of West Palm Beach IBIS Booster Station ammonium hydroxide and sodium hypochlorite systems, NEFCO Biosolids Facility sulfuric acid, sodium hypochlorite and caustic systems, Matheson Gas sodium hypochlorite and sulfuric acid systems, City of Boca Raton Water Plant sodium hypochlorite system, City of Boca Raton Wastewater Treatment Plant sodium hypochlorite system, City of Boca Raton 18th Street Booster Station sodium hypochlorite system, City of Boca Raton Hidden Valley Booster Station sodium hypochlorite system, Town of Palm Beach Golf Course sodium hypochlorite system, Village of Tequesta sodium hypochlorite system upgrades, Town of Jupiter Booster Station sodium hypochlorite upgrades, City of Delray Beach sodium hypochlorite system upgrades, Village of Wellington Booster Station sodium hypochlorite system, City of Riviera Beach Water Plant Ground Storage temporary sodium hypochlorite system and the City of Riviera Beach Singer Island Booster Station temporary sodium hypochlorite system.

6.2 WASTEWATER MANAGEMENT

The proposed facility will have a concrete driveway with a curb that slopes to the east and north and is utilized as a tanker loading station area. Please refer to **Section 4.0** for photographs documenting the layout. There is a 2' x 2' x 2' sump in the northeast corner of the loading area that captures any liquids including rainwater. The sump is pumped out with a diaphragm pump that will pump the liquid to either the wastewater tank (for rainwater) or to a bleach tank (if a bleach loading line ruptures). There is also a large concrete "diked" containment area for the eight sodium hypochlorite tanks. This area slopes to the west and to the north and contains a 2' x 2' x 2' sump in the northwest corner that captures any liquids including rainwater. The sump is pumped out with a diaphragm pump that will pump the liquid to either the wastewater tank (for rainwater) or to a bleach tank (if a bleach tank or piping fails). Additionally, the backwash water (which uses soft potable water) for the water softeners goes to the wastewater tank. The backwash water is approximately 1,650 gallons for approximately every 60,000 gallons of

potable water that is softened by the water softeners. These are the only flows to the wastewater tank. The wastewater treatment tank can be pumped to the sanitary system (normal operation), back to the bleach tanks (as required to minimize operating expenses) or to a tanker truck for off-site disposal (if necessary for any reason).

If the wastewater tank is to be discharged to the sanitary system, it is first sampled for pH and chlorine residual. The tank can only be discharged to the sanitary system if it meets the City of West Palm Beach pre-treatment criteria which includes a pH of 5.5 – 9.5 and no chlorine residual. If the industrial wastewater is outside these bands it will be added to either a bleach tank (normal operation) or pumped to a tanker for off-site disposal (abnormal and not expected operation). Based on operations at its other facilities, Odyssey does not expect the pH or the chlorine residual to be such that it would ever preclude pumping to the sanitary system.

6.3 SECURITY & SAFETY PLANS

ERMI has reviewed Odyssey's proposed Security and Safety Plans, which appear to provide adequate measures to safeguard its site and facilities.

ERMI visited Odyssey's headquarters in Tampa, including the Control Room described in Section 4.0. We reviewed Odyssey's Safety Training Program for all of its employees. The company provides extensive computer-based training for its employees on an annual basis and additional training on an as-needed basis. The company maintains detailed training records and documentation for all of its employees. The safety training portal for individual training certifications, and representative personnel files were reviewed to demonstrate extensive training of Odyssey employees.

Odyssey's employees are trained in personal safety, risk management, and spill prevention. Any of Odyssey's employees (which would include all those in Riviera Beach) have the ability to pull up the view of each of the security cameras on their cell phones via simple internet access as described in Section 4.0.

6.4 RISK MANAGEMENT PLAN

The City of Riviera Beach requested that Odyssey perform and submit a Risk Management Plan for its proposed activities on the property. ERMI reviewed the Risk Management Plan, which concludes there is no off-site risk from Odyssey's proposed operations at the property.

Based on our review of the documents presented to ERMI by Odyssey, the ERMI research conducted in this assessment, and the observations of the properties in Tampa and Riviera Beach as described in this report, ERMI has not identified any significant risks to neighbors or property in the site vicinity. No human health impacts are anticipated and in the

unlikely event of groundwater impacts that could migrate underground off-site, Odyssey maintains sufficient pollution liability insurance.

6.5 SPILL PREVENTION & CONTROL PLAN

ERMI has reviewed Odyssey's Spill Prevention and Control Countermeasures Plan, which is designed to prevent and minimize the impact of any spills that may occur during facility operations.

Odyssey has designed the facility for continuous monitoring by the employees at the facility and its remote monitoring station in Tampa.

All of its local employees have access to numerous portals on site for monitoring and controls of facility operations. As described in **Section 4.0**, ERMI observed this technology at the Tampa Bleach Distribution facility.

The levels of the bleach tanks are monitored locally with pressure transducers and separate high limit switches. The outputs are read on a local monitoring system known as PLC. The PLC alarms for a high level in the bleach tanks from either the pressure transducer or the high limit switches. Either alarm shuts down bleach tank filling operations from the railcar until the alarm is investigated and cleared. The alarm sounds local horns and also autodial the on-duty supervisor. The alarm also goes off in Odyssey's Tampa Operations Center, which is staffed at all times.

There are four high level limit switches in the bleach tank containment area and in the two sump areas in the containment and tanker loading area that are set at 4" above the containment floor that will alarm if they contact any liquid. These switches also sound local horns and alerts the on-duty supervisor and the Tampa Operations Center.

During railcar offloading operations, if the line from the railcar gets depressurized for any reason, it automatically shuts down the railcar offloading operations.

During tanker loading operations, if the line to the tanker gets depressurized, it causes the bleach loading pumps to trip. Both of these controls also will alarm on the PLC resulting in local horns, autodialing of the on-duty supervisor and alarms at Odyssey's Tampa Operations Center. These controls minimize the possibility of a sodium hypochlorite leak or inadvertent discharge.

The level of the wastewater tank is monitored locally with an ultrasonic level sensor and a separate high limit switch and the outputs are read on the PLC. The PLC alarms for a high level in the wastewater tank from either the level sensor or the high limit switch. Either alarm shuts down the diaphragm filling pump and the backwash of the water softeners until the alarm is investigated and cleared. The alarm sounds local horns and also

autodial the on-duty supervisor. The alarm also goes off in Odyssey's Tampa Operations Center which is manned 24/7. All of these controls help minimize the possibility of a wastewater tank leak or inadvertent discharge.

7.0 CONCLUSIONS

Odyssey's proposed use of the property located at 1501 Dr. Martin Luther King Jr. Boulevard represents minimal risks to the surrounding areas including the adjacent Stony Brook Apartments, based on their proposed site operations, proposed on-site chemicals and proposed site design. Facility operations will be limited to the distribution of liquid bleach. No manufacturing will be conducted on site. No chlorine gas will be generated on, stored on, or delivered to the site. Please refer to **Section 1.3** for an Executive Summary of the findings of this assessment.

8.0 CLOSING

8.1 USER RELIANCE

ERMI certifies this report to the City of Riviera Beach and Odyssey Manufacturing Co. The report was prepared for the exclusive use of the above entities regarding the proposed operations at the subject property. Reliance on this report is contingent upon unconditional acceptance of all limitations contained in this report.

If additional parties request additional reports or reliance on this report in the future, current client permission will be required and additional fees may apply.

8.2 LIMITATIONS

This environmental risk assessment report is limited to the investigation of the potential impact of sodium hypochlorite to the subject property and the residents and property in the site vicinity. Additional environmental services, including, but not limited to: radon, wetlands determination, wetlands permitting, cultural and historical resources, industrial hygiene, toxicology, ecological resources, endangered species, indoor air quality, controlled substances, mold, and high voltage power lines are not included in this report. The investigation is limited to the scope of work defined in **Section 1.2**.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of ERMI. It is intended to be used in its entirety. Neither all nor any part of the content of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of ERMI. Acceptance of and/or use of this assessment constitutes acceptance of all provisions and limitations stated in this report.

ERMI has completed this assessment with the understanding that:

1. Odyssey has provided all pertinent information or documentation relative to this assignment (see **Section 8.3** for the list of documents provided to ERMI).
2. The results of interviews are reliable.
3. Information obtained from various regulatory agencies and internet records are reliable.
4. The user of this report has a general understanding of the inherent limitations to the assessment process, including the understanding that environmental assessments are risk management tools for use in decision making regarding involvement with real property, and that ERMI is not responsible for liabilities caused by any decisions made by the users of this assessment.

8.3 DOCUMENTS REVIEWED AND PROVIDED BY CLIENT

The following documents are maintained in ERMI files. These documents were provided to ERMI by Odyssey and were reviewed by ERMI as part of this assessment.

- Pre-CERCLA Screening Assessment of Clo-White Chemical by FDEP dated 5/25/16
- Florida Building Code 2014 Edition (Utilized Wind Loading Calculations)
- Geo-Technical Report by Ardaman and Associates dated August 3, 2016
- General Information for the Consumer on Sodium Hypochlorite
- Industrial Pre-Treatment Permit (IPP) Application to the City of West Palm Beach dated 12/3/16
- Odyssey Building Drawings
- Odyssey Electrical Drawings
- Odyssey Building Permit Layout / Process Drawings
- Odyssey Sample Certificate of Insurance, Drug Free Workplace Certification and Safety Program Certification
- Odyssey Landscape Drawings
- Odyssey Structural Drawings
- Odyssey Permit Submittal dated 9/2/16 (Initial Permit Application)
- Odyssey Permit Submittal dated 9/4/16 (Includes NFPA Hypochlorite documentation and containment calculations)
- Odyssey Permit Submittal dated 11/16/16 (Includes Risk Management Plan, Security Plan and Odyssey's Safety Record)
- Odyssey Permit Submittal dated 11/22/16
- Odyssey Permit Submittal dated 1/3/16 (Removes Warehouse from the Project and includes revised storm water collection plans and study)
- Phase I/Phase II Environmental Assessments
- Odyssey Presentation to Riviera Beach Planning and Zoning Board on 12/15/16

- Product Specification for Ultrachlor Sodium Hypochlorite
- Resume for R&S Compliance Group, LLC
- Risk Management Plan
- Riviera Beach Staff Comments to Permit Submittals dated 10/19/16
- Riviera Beach Staff Comments to Permit Submittals dated 12/7/16
- Safety Data Sheet (SDS)
- Safety Record (OSHA 300A logs and EMR letter from insurance broker)
- Security Plan
- Site Plan
- Spill Prevention and Control Measures Plan (submitted with IPP application)
- Spill/Slug Control Plan for the Facility (submitted with IPP application)
- Third Party Sample Results for Odyssey's sodium hypochlorite
- Traffic Study by McMahon and Associates dated 8/3/16

9.0 QUALIFICATION OF ENVIRONMENTAL PROFESSIONALS

9.1 RESUME OF STEPHEN F. HILFIKER, MS, LEP

EXPERIENCE

1999 To Present – PRESIDENT/CEO, ENVIRONMENTAL RISK MANAGEMENT, INC.

- Founder, Director, Owner of ERMI, a licensed engineering & geology firm specializing in Phase I/II ESA, site assessment, remediation, and forensic consulting
- 1 of 2 Environmental Forensic Contractors for the FDEP since 2006
- 1 of 70 FDEP Agency Term Remediation Contractors since 2014 (renewable 5 year terms)
- FDEP Qualified Assessment & Remediation Contractor No. 542 since 2000
- 2015 - 2016 - Chair, Environmental Committee, Florida Petroleum Marketers Association/Florida Retail Federation. Member of Committee since 2001
- 2011-2012 - Member of FDEP/Industry Joint Environmental Committee
- 1999, 2000, 2008, 2009 - President, Florida Environmental Assessors Association (FEAA)
- 1991-2010 FEAA Board of Directors
- 2005-2006 – Co-Chair, Environmental Committee, Florida Petroleum Marketers Association
- 2005 - Founding Chairman, ASTM Sub-committee on Forensic Environmental Investigations
- Member, Florida Brownfields Association, Florida Groundwater Association, Environmental Professionals of Florida, Florida Retail Federation, Florida Petroleum Marketers Association

Representative client relationships, skills and awards:

- Lee County, City of Naples, FDEP, North Carolina DENR, Sunoco, Zurich, AIG, Circle K, Benderson Development Corp, Cohen & Grigsby, Gray Robinson, Fifth Third Bank, Northern Trust Bank, and other attorneys, lenders, property owners, & state and local government agencies
- Responsible for corporate activities, project oversight, technical review, forensic research, client communications, contracting, training, business development, and litigation support
- Regular contributor to "Florida Specifier"
- Developed Environmental Forensics Procedures regarding new releases and mixed plumes
- Developer of Insurance Claim Investigation protocols with extensive insurance relationships
- Drafted amendments in three environmental bills passed unanimously by Florida Legislature
- Recipient of the "Regional Environmental Organization Leadership Award" November 21, 2002 by the National Registry of Environmental Professionals (Presented by Richard Young, PhD.)

1991-1999 – COASTAL ENGINEERING CONSULTANTS, INC. – Naples, Florida

- General Manager, Environmental Division; Responsibilities included project management, technical oversight, research, quality assurance and quality control, and coordinating a staff of geologists, engineers, toxicologists, biologists, risk assessors, and environmental specialists.

1988 to 1990–UNIVERSITY OF FLORIDA, GRADUATE PROGRAM, TEACHER'S ASSISTANT

- Taught Physical Geography, Aerial Photographic Interpretation and Remote Sensing courses. Developed a Geographic Information System (GIS) tutorial package for the University of Florida

1987–NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

- Bureaus of Fisheries and Wildlife, and Regulatory Affairs

PROFESSIONAL REGISTRATIONS

- Licensed Environmental Professional
- OSHA 40 Hour Hazwoper Certified
- Court-Qualified by the National Registry of Environmental Professionals (NREP)

PRESENTATIONS

- Expert Witness/Litigation Support in City, County and State Public Hearings & Private Litigation
- Featured speaker with numerous "Environmental Risk Management" seminars provided to lenders, attorneys, and realtor groups since 1991. Frequent speaker at conferences.
- Career development seminars provided to local High Schools
- Guest Lecturer/Course Instructor, University of South Florida, Florida Gulf Coast University

EXPERT WITNESS EXPERIENCE

- City of Parkland, Planning and Zoning Board and City Commission, Amending Chapter 22, Land Development Code, Sections 5-3530, 10-4505, and 10-4510 to provide for location and regulation of 'Eco-Friendly' Dry Cleaning Plants
- City of Naples, Planning Advisory Board and City Council, Public Hearing determining Conditional Use Petition 16-CU6, pursuant to Section 58-623(8) of the Code of Ordinances, to allow on-site laundry and dry cleaning services on property located in the C2-A Waterfront Commercial District
- City of Naples, Planning Advisory Board and City Council, City Ordinance Section 56-131, Specific Requirements for On-Site Dry Cleaning Services, Text Amendment Petition
- Manatee County, Rezone Approval, The Forum Property Development, Case Numbers 2-05-01 and PDC-04-16 (Z) (P)
- State of Florida, Department of Transportation verses Hess Realty Corp., et. al., Case Number 95-6161-4B-01, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida
- State of Florida, Department of Transportation verses EMRO Marketing Company, et. al., Case Number 94-2591-CA-01, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida
- State of Florida, Department of Transportation verses Merit Petroleum Company, et. al., Case Number 93-163, Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida
- State of Florida, Department of Transportation verses Donald V. Davis, et. al., Case Number 93-517, Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida
- Expert Witness for SunTrust Bank, 1998; 2 cases in Southwest Florida
- Expert Witness for Hendry County, Florida, 1999-2002

EDUCATION

- 1988 to 1990 University of Florida, Geography Department, Master of Science, Climatology, Environmental Science & Hydrology, Geography Department
- 1984 to 1988 State University of New York at Geneseo, B.A. Physical Geography and Environmental Science

9.2 RESUME OF CHAD WARD, P.G.

Corporate responsibilities include: Project management, technical report writing, data interpretation, client communications, scheduling and management of personnel, mapping, field sampling/oversight, contracting, training, business development and marketing.

Experience:

Ostego Bay Environmental, Inc. – *Staff Geologist (2005-2009)*

- Phase I and Phase II ESAs
- NPDES Permitting, and Inspections
- Endangered Species Surveys
- Wetland Determinations/Delineations
- Historical Shoreline Investigation

Environmental Risk Management, Inc. - *Professional Geologist (2009-Present)*

- Phase I and Phase II ESAs
- Site Assessments
- Tank Closure Assessments
- Fuel System Closure Assessments
- DEP State Funded Cleanup Program Sites
- Source Removal/large scale soil excavation
- Bioremediation
- Remedial air sparging
- Contamination Assessments
- Pilot Testing
- Well drilling oversight and testing
- Geoprobe DPT oversight/utilization
- NPDES Permitting
- Natural Attenuation Monitoring

Education and Certifications:

- University of Southern Illinois, Carbondale, IL
Bachelor of Science in Geology, 2005
- Professional Geologist – State of Florida #2820
- OSHA 40 Hour Hazwoper Certified
- Licensed Environmental Professional
- Certified Oil Spill First Responder
- FDEP Certified Stormwater Management Inspector

9.3 STATEMENT OF QUALIFICATIONS

Environmental Risk Management, Inc. (ERMI) provides environmental services throughout Florida. ERMI manages environmental risks to maintain or restore property value and provide economic benefits to our clients.

Professional License Numbers: Engineering Firm: 00008700; Geology Business: 0000367
FDEP Remediation Agency Term Contractor #542, FDEP Forensic Consultant (GC-671)

Services

Phase I/II Environmental Site Assessments	Risk Based Corrective Action
Site Assessment Reports	Hazardous Waste Compliance Audits
Remedial Action Plans	Insurance Claims Services
Site Remediation	Funding Allocation Agreements
Innovative Remedial Technologies	Litigation Support/Expert Witness
Tank Closure	Brownfields Redevelopment
No Further Action with Controls	Forensic Investigations
Declaration of Restriction Covenants	Spill Prevention, Control and
Storm-water Services	Countermeasure (SPCC) Plans

Insurance Coverage

Professional Liability: \$2,000,000	Pollution Liability: \$2,000,000
General Liability: \$2,000,000	Automobile Liability: \$1,000,000

Representative Client List

Florida Department of Environmental Protection	Sunoco
Florida Department of Corrections	Circle K Stores Inc.
Zurich US Environmental Claims Department	Breitburn Energy Partners LP
Fifth Third Bank	Benderson Development Corporation
Northern Trust	Collier County
City of Cape Coral	City of Naples

References

Melike Altun, PhD	FDEP Forensic Manager	(850) 245-8868
Michael Stephen	Coastal Engineering Consultants	(239) 643-2324
Jon Iglehardt	FDEP Administrator, South District	(239) 344-5600
Bob Fingar	Guilday, Tucker, Schwartz & Simpson, P.A.	(850) 385-1212
Phil Snyderburn	Collier County Pollution Control & Prevention Dept.	(239) 252-5081
Peter Johnson	Adams Tank & Lift	(239) 560-4654
Jack Barsin	Gulf Coast Insurance	(800) 875-0154
Ned Bowman	Florida Petroleum Marketers Association (FPMA)	(800) 222-4082

Contact Information

Environmental Risk Management, Inc.	Email:	info@ermi.net
12401 Brantley Commons Court, Suite 101	Phone:	1-888-368-6468
Fort Myers, Florida 33907	Fax:	1-239-415-6407
www.ermi.net		



January 3, 2017

Mr. Jeff Gagnon, AICP
City of Riviera Beach
Assistant Director
Department of Community Development
600 W. Blue Huron Blvd.
Riviera Beach, Florida 33404

Re: **ODYSSEY MANUFACTURING CO. SITE PLAN AND SPECIAL EXCEPTION APPLICATION REQUEST FOR 1501 MARTIN LUTHER KING JR BLVD, RIVIERA BEACH, FL 33404 (PARCEL #56-43-42-32-43-001-0000/PARCEL #56-43-42-32-43-003-0000/PARCEL #56-43-42-32-43-004-0000) RESUBMITTAL #3**

Encl: (1) Uniform Land Use Application (6 copies)
(2) Proposed Site Plan (6 copies signed and sealed)
(3) Proposed Site Utility Plan (6 copies signed and sealed)
(4) Proposed Site Drainage Plan (6 copies signed and sealed)
(5) Storm Water Engineering Report (6 copies signed and sealed)

Dear Mr. Gagnon,

The purpose of this letter is to *amend* our application to formally request Site Plan approval from the City of Riviera Beach for Odyssey Manufacturing Co.'s ("Odyssey") intended use of an undeveloped property located at approximately 1501 Dr. Martin Luther King Jr. Blvd. (a.k.a. "MLK") (PARCEL #56-43-42-32-43-001-0000/#56-43-42-32-43-003-0000/#56-43-42-32-43-004-0000). As indicated previously in response to a question, these properties will be combined into one property with unity of title. The site does not have a formal address as of yet. Odyssey has negotiated an extension to our agreement with the current owner (Trademark Metals Recycling LLC) to purchase the property. As you know, our original application was tabled and deferred to January 2017 by the Planning and Zoning Advisory Board at its meeting held on December 15, 2016. Based on the public comments at this meeting as well as additional requirements placed on Odyssey by the FDOT and FP&L which occurred subsequent to the meeting, Odyssey has revisited its original plans and desires to resubmit with the following changes:

- 1) The retention pond was slightly enlarged to accommodate comments received back from the Florida Department of Transportation (FDOT) on our storm-water drainage tie-in permit application.
- 2) The design of the retention pond was slightly changed to accommodate proposed FP&L's electric service feed to the site.
- 3) The proposed Phase II warehouse was eliminated because of citizen concerns on the size and scope of Odyssey's project.

As such, enclosure (1) reflects the revised Uniform Land Use Application deleting the warehouse and the Special Exemption that goes with it. Enclosures (2) – (5) reflect the revised drawings based on

the changes annunciated above. Enclosure (6) represents that revised Storm Water Engineering Report. The calculations in this report were done in such a manner to size the retention pond larger than required in the event that Odyssey desires to go back through the Planning and Zoning process to permit a warehouse for its proposed bottling operations in the future. Our intent was that we did not want to have to re-construct the retention pond and on-site storm water collection system should we desire to go back through the permitting process in the future and seek approval for a warehouse. With the exception of the changes to the enclosures, all other information presented previously to the City of Riviera Beach Planning and Zoning Department with respect to our application still applies.

Thank you for your consideration. Please do not hesitate to contact me at (813) 635-0339 or cellular (813) 335-3444 if I can be of further assistance. We look forward to working with the citizens and community of Riviera Beach in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Allman", with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager

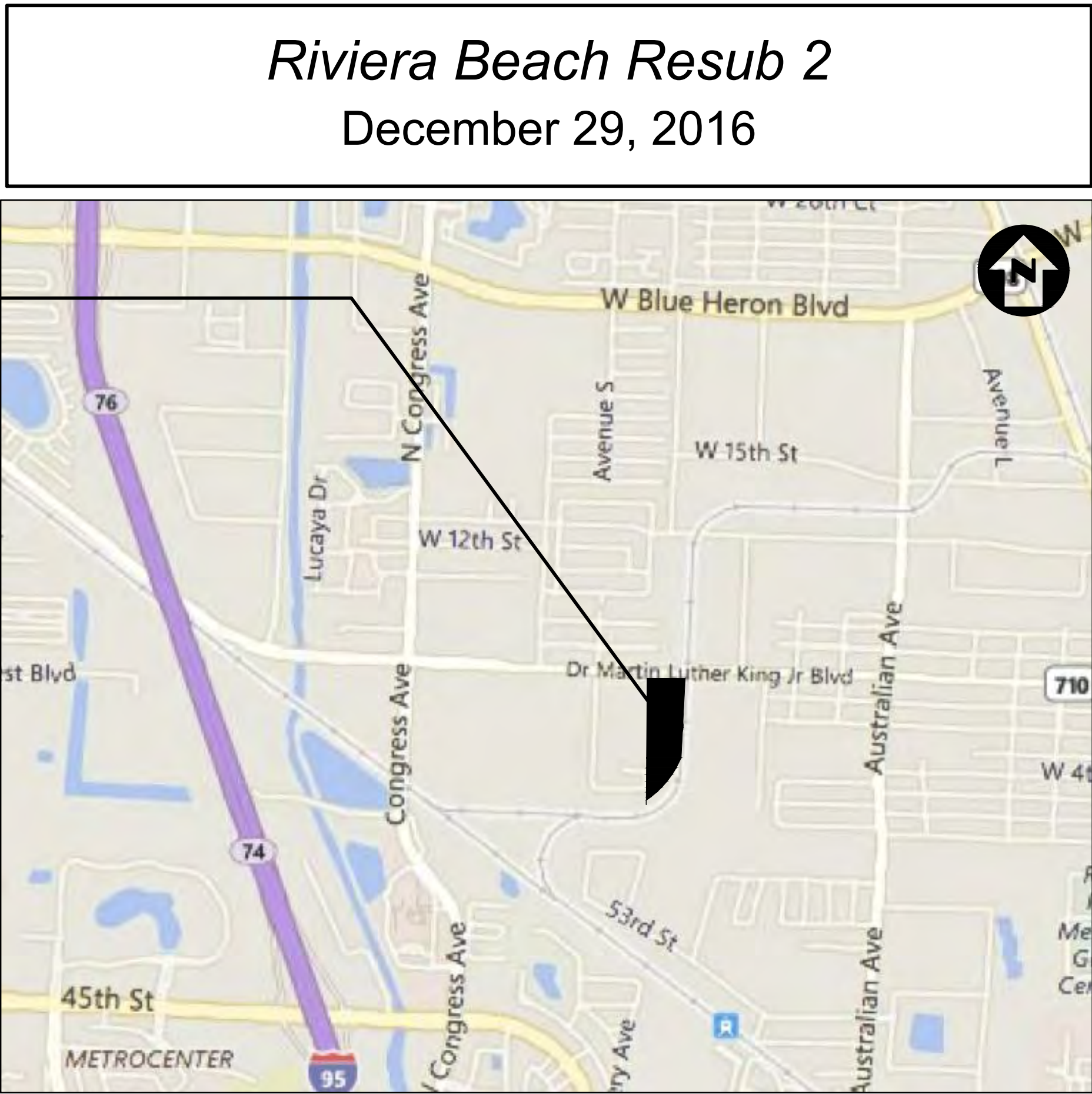
C: (1) R.D. Grandberry
(2) Michael Brown

ODYSSEY MANUFACTURING CO.

DISTRIBUTION FACILITY

SITE CONSTRUCTION PLANS

PROJECT LOCATION
Parcel No: 56434232430010000
56434232430030000
56434232430040000



VICINITY MAP
PALM BEACH COUNTY, FLORIDA
Section 32, Township 42S, Range 43E

OWNER
ODYSSEY MANUFACTURING CO.
1484 MASSARO BLVD
TAMPA, FL 33619
813-635-0339

DRAWING INDEX

(TOTAL NUMBER OF SHEETS = 8)

GENERAL
G-1 Cover Sheet
G-2 Construction Specifications, Legend & Symbolology
G-3 Existing Conditions/Demolition Plan

CIVIL
C-1 Master Site Plan
C-2 Paving, Grading and Drainage Plan
C-3 Utility Plan

DETAILS
CD-1 Paving, Grading and Drainage Details
CD-2 Paving, Grading and Drainage Details

REFERENCE
Boundary and Topographical Survey provided separately

LANDSCAPE
Landscape plans provided separately

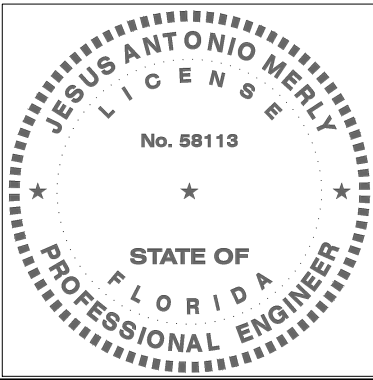
BUILDING PLANS
Building plans provided separately

REFERENCE (FDOT Design Standard Indexes)
001 - Standard Abbreviations
102 - Temporary Erosion and Sediment Control
200 - Structure Bottoms Type J and P
232 - Ditch Bottom Inlets - Types C, D, E And H
802 - Fence Type B

12/29/16	RIVIERA BEACH RESUB 2
DATE	REVISION

DISTRIBUTION FACILITY

Engineer of Record:
Jesus A. Merly, PE FL Reg No. 58113



LEGAL DESCRIPTION
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN
PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA.



5M Civil LLC

Professional Civil Engineering Services

12315 Wycliff Pl
Tampa, FL 33626
PHONE: (813) 404-8872
www.5mcivil.com

FBPR Certificate of Authorization No: 26.929

CONSTRUCTION SITE WORK TESTING		
ITEM	TEST	TEST FREQUENCY
Embankment	Optimum moisture/maximum density	Per soil type
	100% of maximum density as determined by AASHTO T, Method C	One per 500 ft
Utility Trench Backfill and Around Structures	Optimum moisture/maximum density	Per soil type
	100% of maximum density as determined by AASHTO T, Method C	One per 500 ft
Stabilized Subgrade	Optimum moisture/maximum density	Per material type
	98% of maximum density as determined by FM 1-T 180, Method D.	One per 500 ft
Base	LBR	One per 1000 ft
	Optimum moisture/maximum density	Per material type
	98% of maximum density as determined by FM 1-T 180, Method D.	One per 500 ft
	LBR	Per source
Asphaltic Concrete	Aggregate Analysis	One per design
	Design Mix	One per type
	Gradation Stability Flow	One per day
	Properties of in place materials (Marshal)	One per day
	Thickness	One per 500 ft or 1 per street
	95% of Lab Density	One per 500 ft or 1 per street

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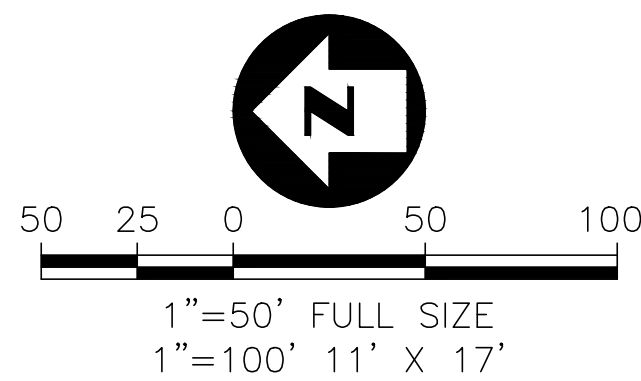
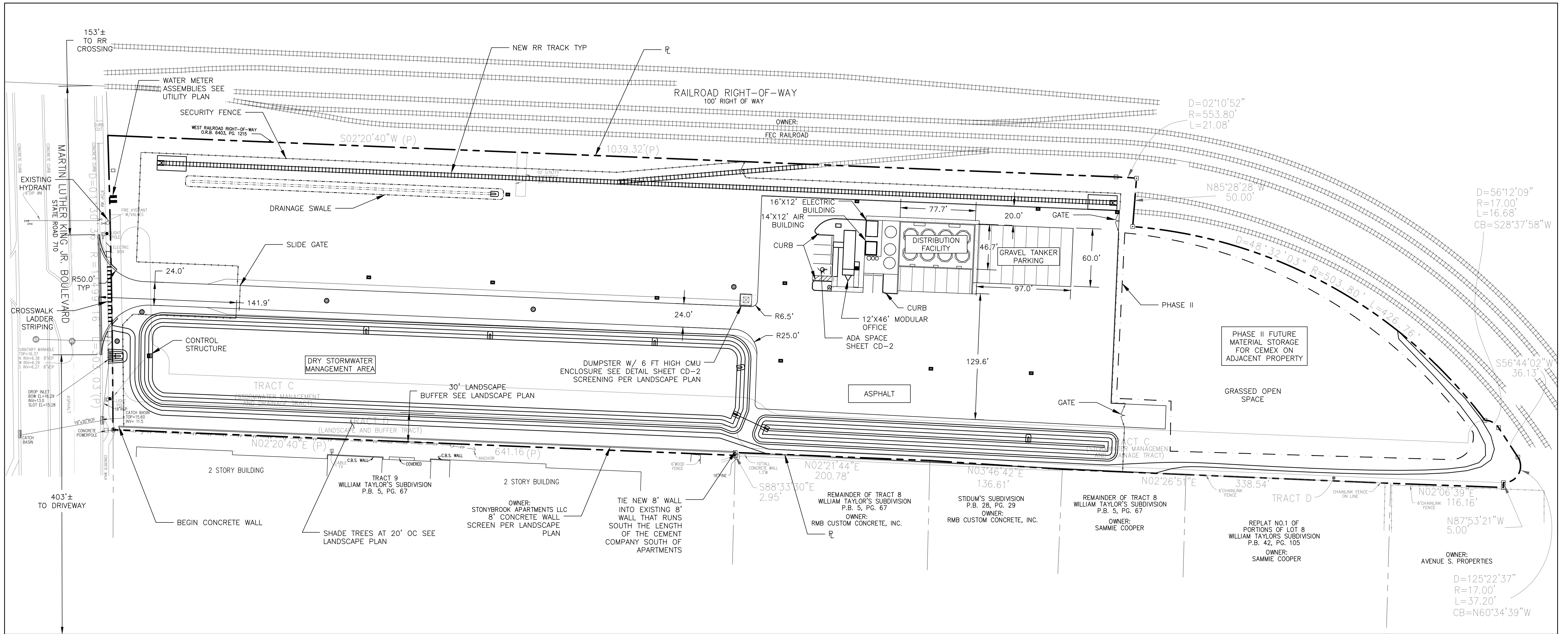
SHEET ON WHICH SECTION IS CUT

NOT TO SCALE

SECTION ID

DETAIL NUMBER

M-1.



NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT

GENERAL NOTES

1. THE LEGAL DESCRIPTION IS PROVIDED THROUGH RECORDED DEEDS OF PURCHASE.
2. EXISTING FEATURES AND TREES ARE SHOWN PER A FIELD SURVEY PERFORMED BY LIDBERG LAND SURVEYING, INC. FIELD DATE OF JUNE 21, 2016.
3. MECHANICAL EQUIPMENT SHALL BE SCREENED PER CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE.
4. THE PROJECT WILL COMPLY WITH CPTD REGULATIONS.
 - 4.1. Natural Surveillance Strategy. Well lit parking areas.
 - 4.2. Natural Access Control Strategy. Well lit interior/exterior spaces.
 - 4.3. Territorial Reinforcement Strategy. Security system signage.

SITE PLAN DATA

1. **LEGAL DESCRIPTION**
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2. **BUILDING DATA**
PROPOSED BUILDING AREA = 12,162 SF
PROPOSED BLDG HEIGHT = 15±

3. ZONING DATA

PARCEL NO: 56-43-42-32-43-001-0000
ZONE: IG

4. FLOOD DATA

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982

5. PARKING DATA

MANUFACTURING 1 SP/500 SF GFA
PHASE 1 = 912 SF
REQUIRED = 912/500 = 2 SP (1 ADA)
PROVIDED = 6 SP (1 ADA)

6. EXISTING LAND USE DATA

PAVEMENT AND CONCRETE = 0 SF
BUILDINGS = 0 SF
OPEN SPACE = 390,577 SF
TOTAL = 390,577 SF = 8.97 AC

7. PLANNED LAND USE DATA

PAVEMENT AND GRAVEL = 112,187 SF
BUILDINGS = 912 SF
OPEN SPACE = 277,478 SF

8. UTILITY DATA

POTABLE: CITY OF RIVIERA BEACH - consists of 2" and 6" service lines with meters and backflow preventors just inside property line.

SANITARY: CITY OF RIVIERA BEACH - consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

FIRE: Existing hydrant at roadway and private hydrant within facility.

SOLID WASTE: Planned dumpster

ELECTRIC: FP&L overhead electric west side of property line/Underground electric service from west side of property to 350 KVA pad-mount transformer.

9. NO LANDSCAPING ON MLK JR ROADWAY ON NE CORNER OF PROPERTY TO ALLOW ROAD VISIBILITY FOR RAILROAD AT ROAD CROSSING.

10. ALL NON ADA PARKING SPACES ARE 10'X20'. CROSS AISLE IS 24' MINIMUM


11. FENCING/WALL

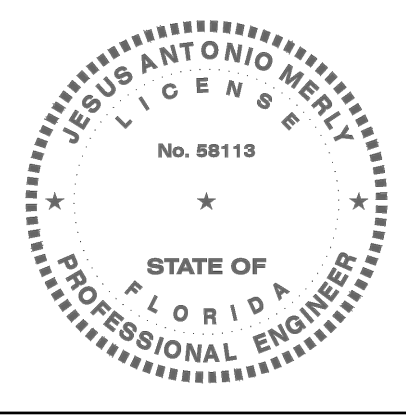
- 11.1. 8' tall decorative fencing on the north side of the property and other areas where the fencing is visible from the roadway. Decorative fencing will consist

of climb resistant 6063-T6 black anodized aluminum material.

- 11.2. 6' chained link fence with black vinyl coating w/2 ft barbed bent in on the east and south sides of the property where the fencing is not visible from the roadway.

- 11.3. 8' wall shall be installed on the west side of the property to tie into existing wall on the west side of the property as shown herein.

C	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
	Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)		
			
	5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com		
	FBPR Certificate of Authorization No.: 26929		

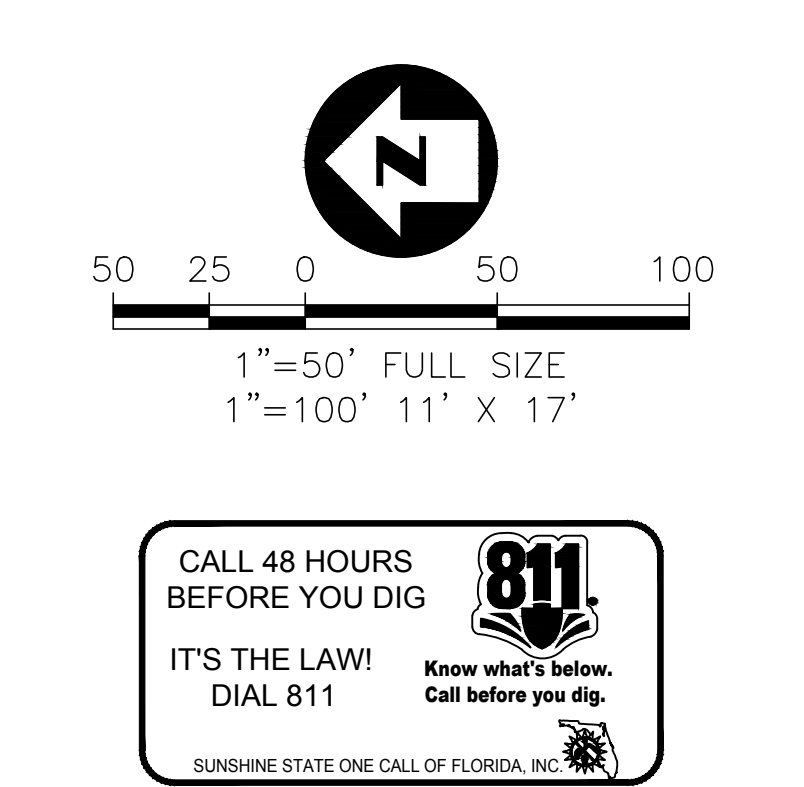


MASTER SITE PLAN

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

C-1

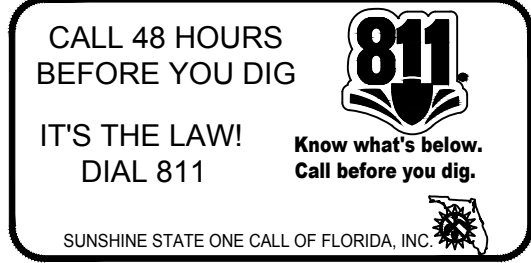
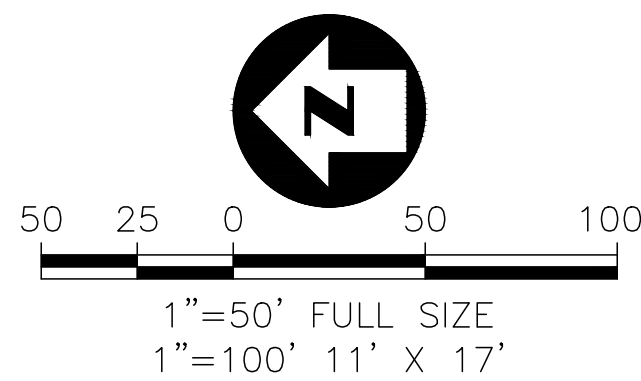
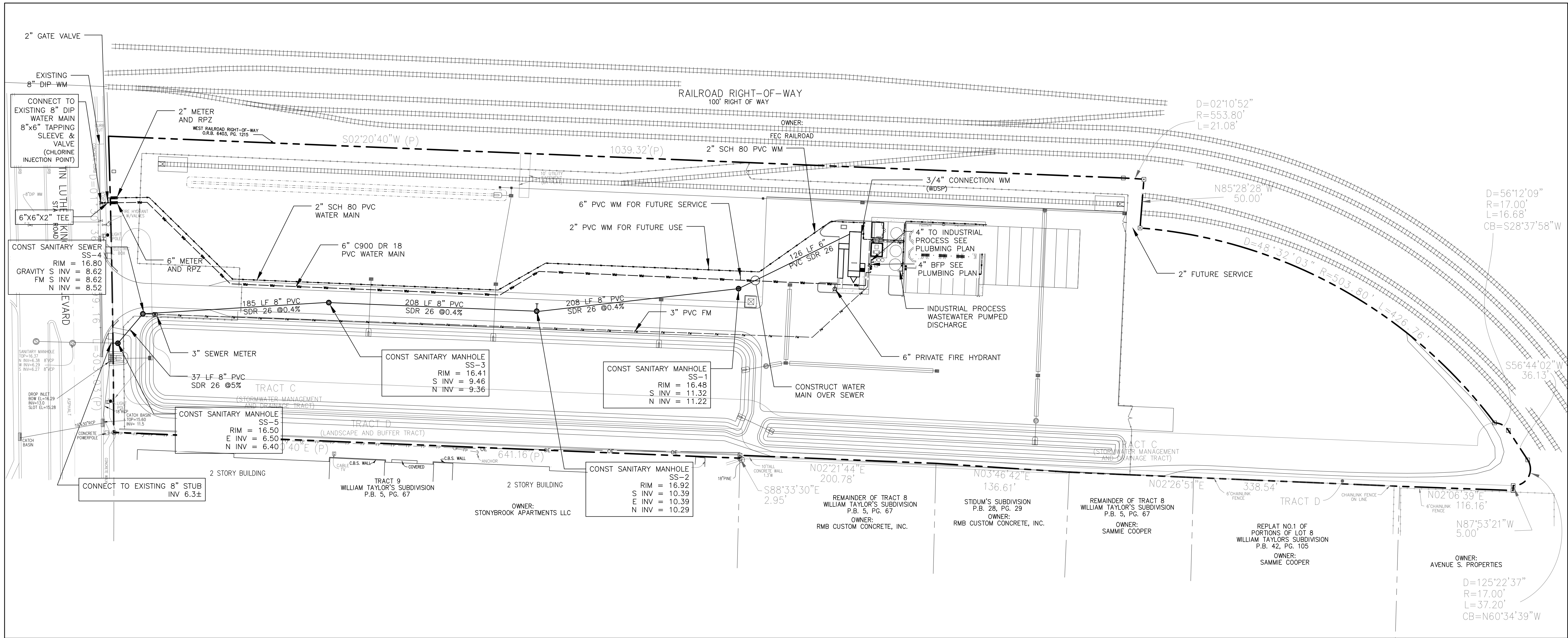


1. UNLESS DESIGNATED OTHERWISE ALL CURB SHOWN SHALL BE TYPE D PER FDOT STD INDEX 300.
2. UNLESS DESIGNATED OTHERWISE ALL SPOT ELEVATIONS REFERENCE FINISHED PYMT ELEVATIONS. BACK OF CURB ELEVATIONS SHALL BE EQUAL TO THE FINISHED PAVEMENT ELEVATION PLUS THE HEIGHT OF THE PLANNED CURB (6").
3. DETECTABLE WARNING SURFACE (DWS) SHALL CONSIST OF RAISED TRUNCATED DOMES IN ACCORDANCE WITH FDOT DESIGN STANDARD INDEX 304. THE DWS SYSTEM SHALL CONSIST OF VANGUARD EPOXY SYSTEM, OR SIMILAR PRODUCT ON THE FDOT QUALIFIED PRODUCT LIST FOR SPECIFICATION SECTION 527. COLOR SHALL BE RED.
4. CENTER OF CONCRETE BUMPER GUARD (WHEEL STOP) SHALL BE SET 30" FROM END OF PARKING STALL.
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982.
6. YARD DRAINS SHALL HAVE HEAVY DUTY DROP IN GRATES. DRAINS SHALL HAVE 6" DIAMETER WEEP HOLE IN THE BOTTOM.
7. UNLESS OTHERWISE NOTED CONSTRUCT SIDEWALK IN ACCORDANCE WITH FDOT STD INDEX 310

STORM DRAINAGE STRUCTURE SCHEDULE								
STRUCTURE	TYPE	INV (N)	INV (S)	INV (W)	INV (E)	RIM OR GRT EL	DOWNSTREAM PIPE	
YD-3	15" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	---	12.20	---	---	15.25	15" HDPE	
ST-8	TYPE C DBI FDOT STD INDEX 232	11.70	---	11.70	11.95	15.70	24" RCP	
ST-9	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	11.60	15.10	24" RCP	
MES-4	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap	
ST-10	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	---	15.10	18" HDPE	
MES-5	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap	
MES-6	MES FDOT STD INDEX 272 SHEET 1 OF 6	13.00	---	---	---	---	18" RCP	
MES-7	MES FDOT STD INDEX 272 SHEET 1 OF 6	12.75	13.00	---	---	---	18" RCP	
CS-1	CONTROL STRUCTURE	SEE SHEET CD-1					---	

A circular professional engineer seal for the State of Florida. The outer ring contains the text "JESUS ANTONIO MERLY" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by three stars. Inside the ring, the word "LICENSE" is at the top, "No. 58113" is in the center, and "STATE OF FLORIDA" is at the bottom, also separated by three stars.


C-2

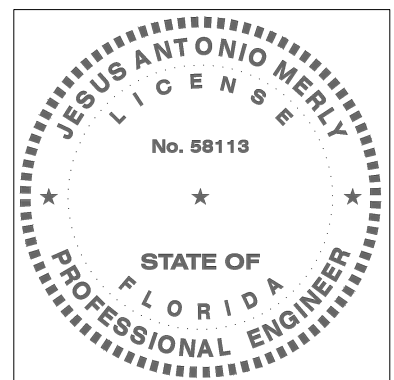


NOTE: NO WETLAND IMPACTS
ASSOCIATED WITH THIS PROJECT

UTILITY NOTES:

1. CONTRACTOR SHALL VERIFY THE LOCATION AND INVERT OF THE DESIGNATED POINT OF CONNECTIONS BEFORE FORCE MAIN, GRAVITY SEWER OR WATER MAIN IS CONSTRUCTED.
2. ALL WATER AND SEWER SYSTEM WORK SHALL CONFORM WITH CITY OF RIVIERA BEACH SPECIFICATIONS, LATEST EDITIONS THEREOF.
3. FIRE FLOW IS PROVIDED BY THE EXISTING FIRE HYDRANT AT MLK AND PROPOSED PRIVATE HYDRANT.
4. CONTRACTOR TO EXPOSE WATER MAIN AND FURNISH TAPPING SLEEVE AND VALVE FOR WATER METER TAP.
5. CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH UTILITIES DEPT. PRIOR TO THE SELECTION AND ORDERING OF THE WATER METER, BACKFLOW PREVENTION DEVICE ASSEMBLIES AND SEWER METER.
6. ALL NON-METALLIC PIPE WILL BE INSTALLED WITH 2 PAIR, 10 GAUGE, AND COPPER TRACER WIRE.
7. POTABLE: CITY OF RIVIERA BEACH – consists of 2" and 6" service lines with meters and backflow preventors just inside property line.
8. SANITARY: CITY OF RIVIERA BEACH – consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

B	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
 5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			

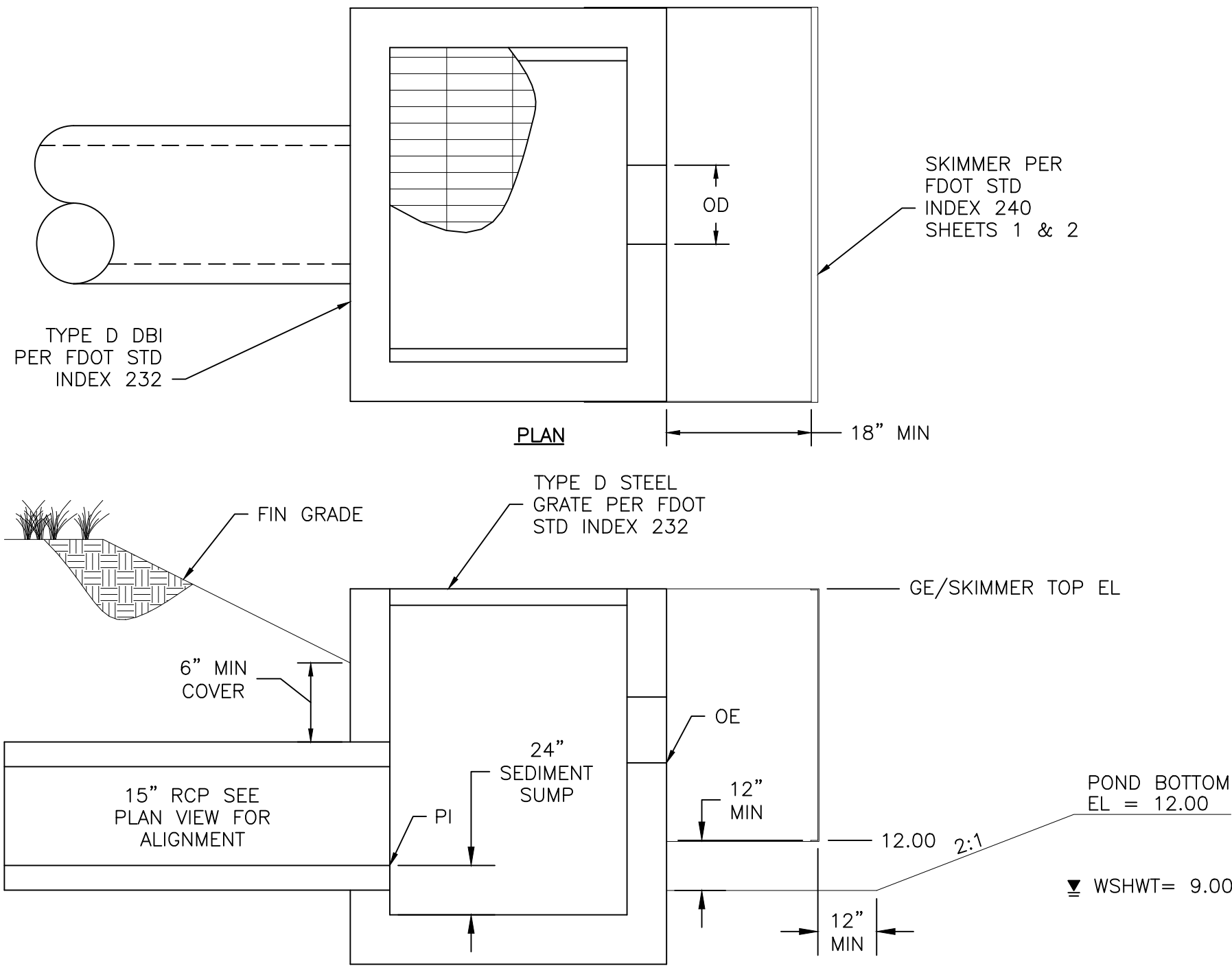


UTILITY PLAN

**RIVIERA BEACH
DISTRIBUTION FACILITY**

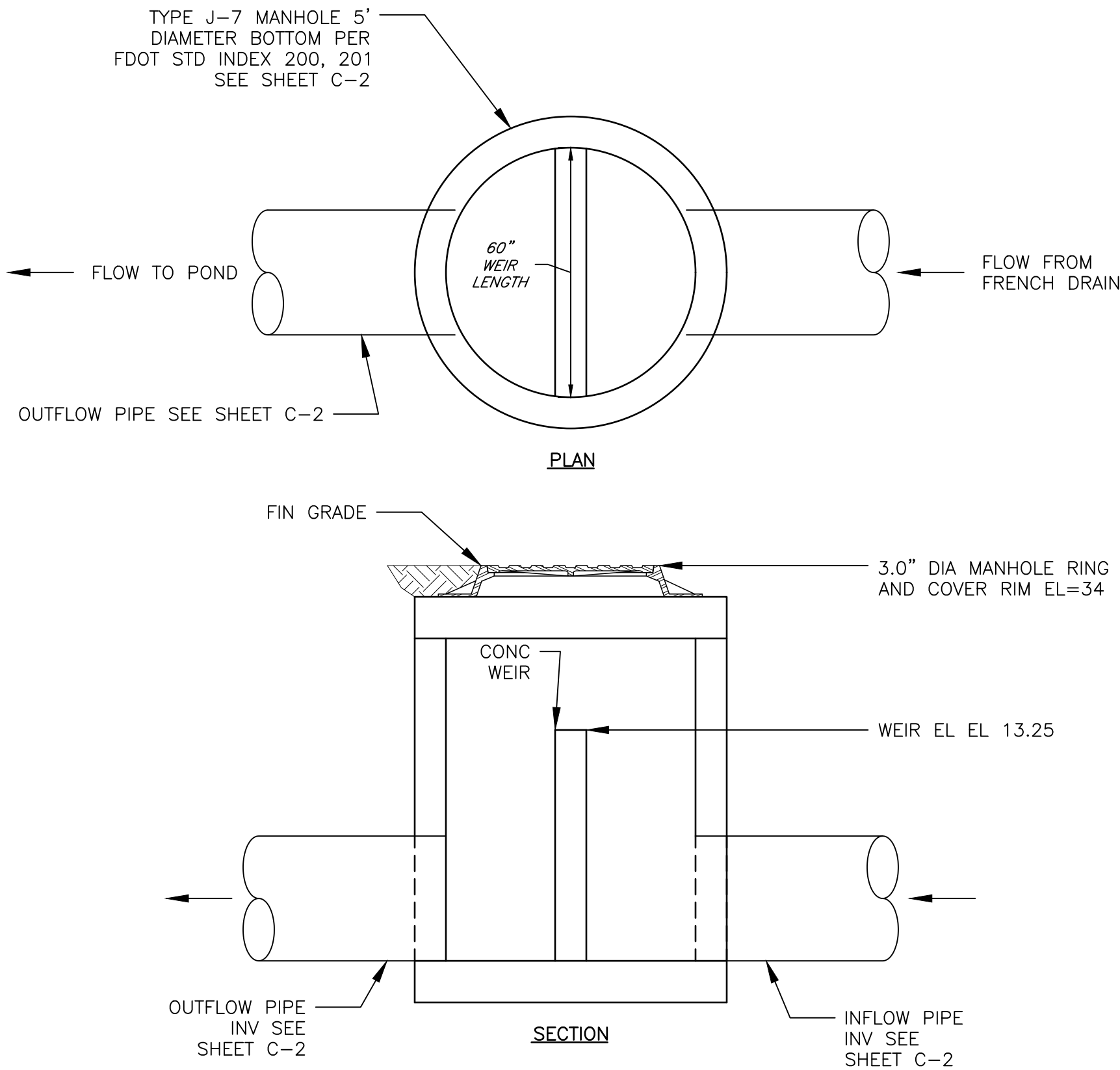
**ODYSSEY
MANUFACTURING CO.**

C-3

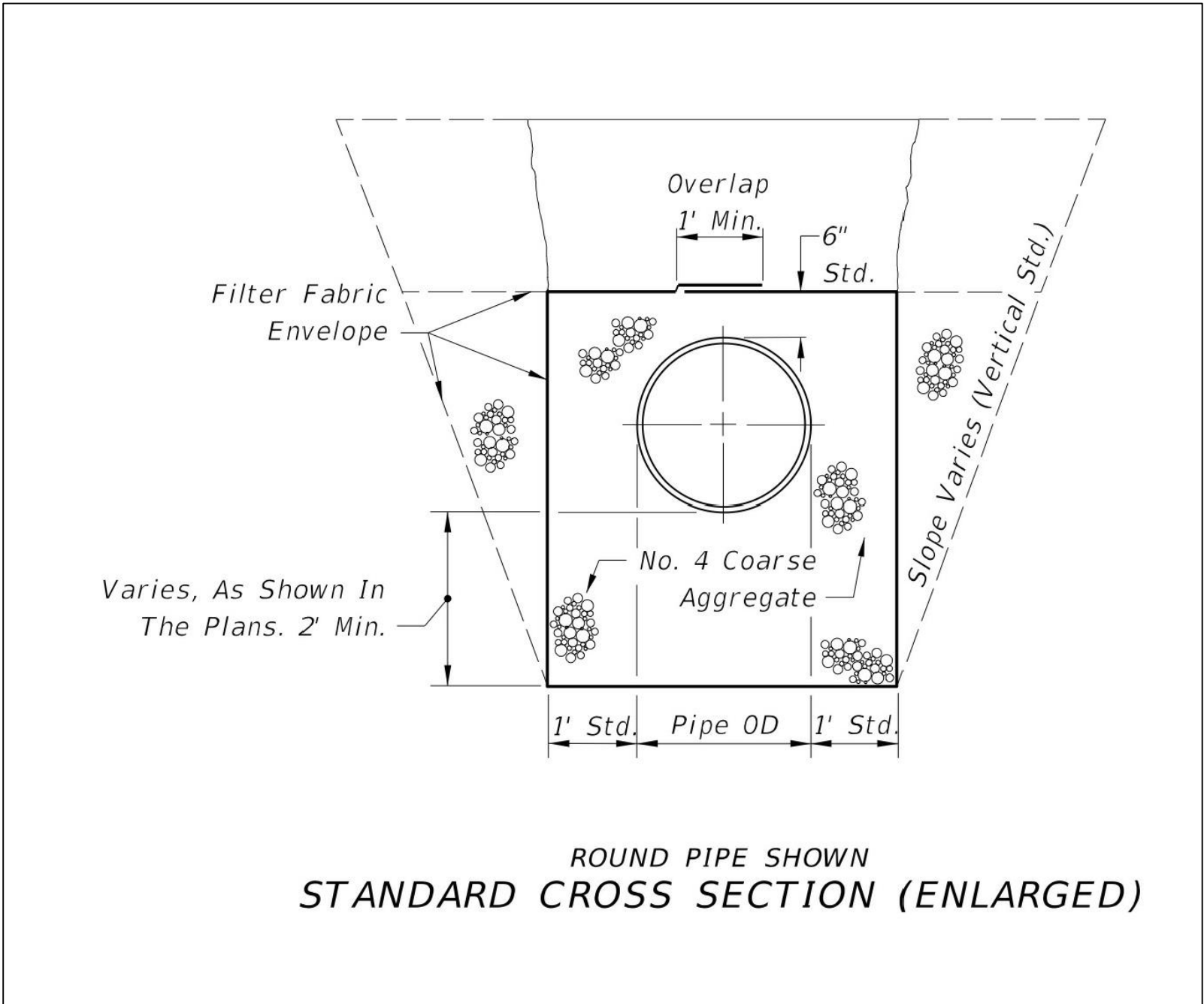


CONTROL STRUCTURE SCHEDULE				
STRUCTURE	OD ORIFICE DIAMETER (IN)	GE GRATE ELEVATION (FT NGVD)	OE ORIFICE ELEVATION (FT NGVD)	PI PIPE INVERT (FT NGVD)
CS-1	3.75	16.50	13.00	13.00

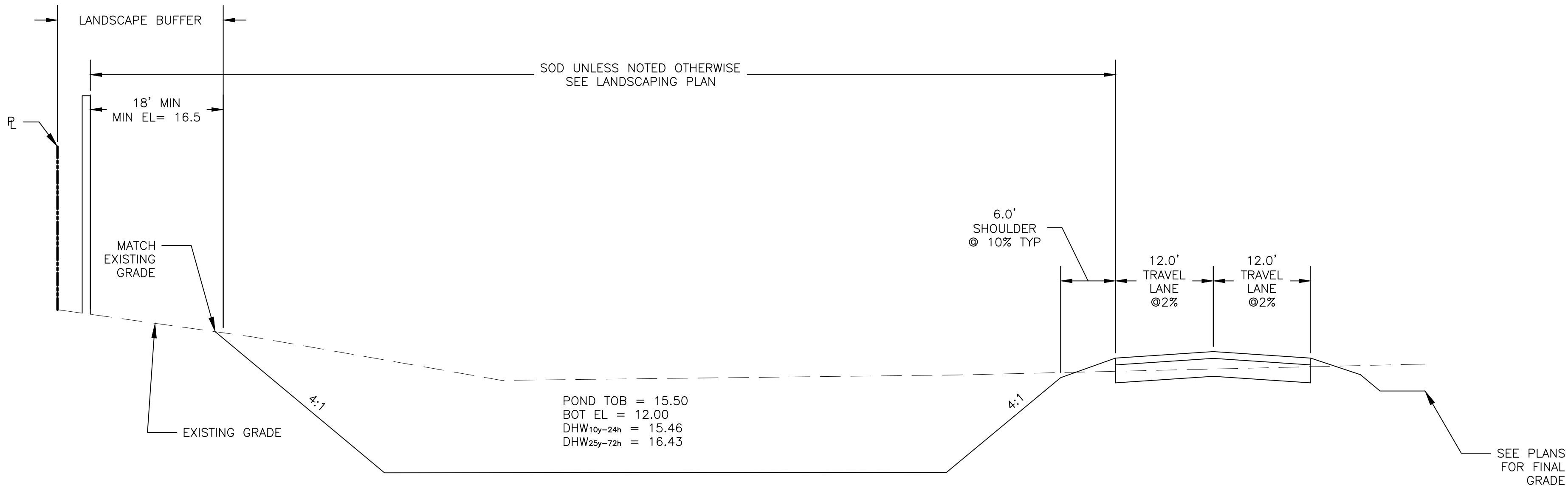
1 CONTROL STRUCTURE DETAIL
C-2 NOT TO SCALE



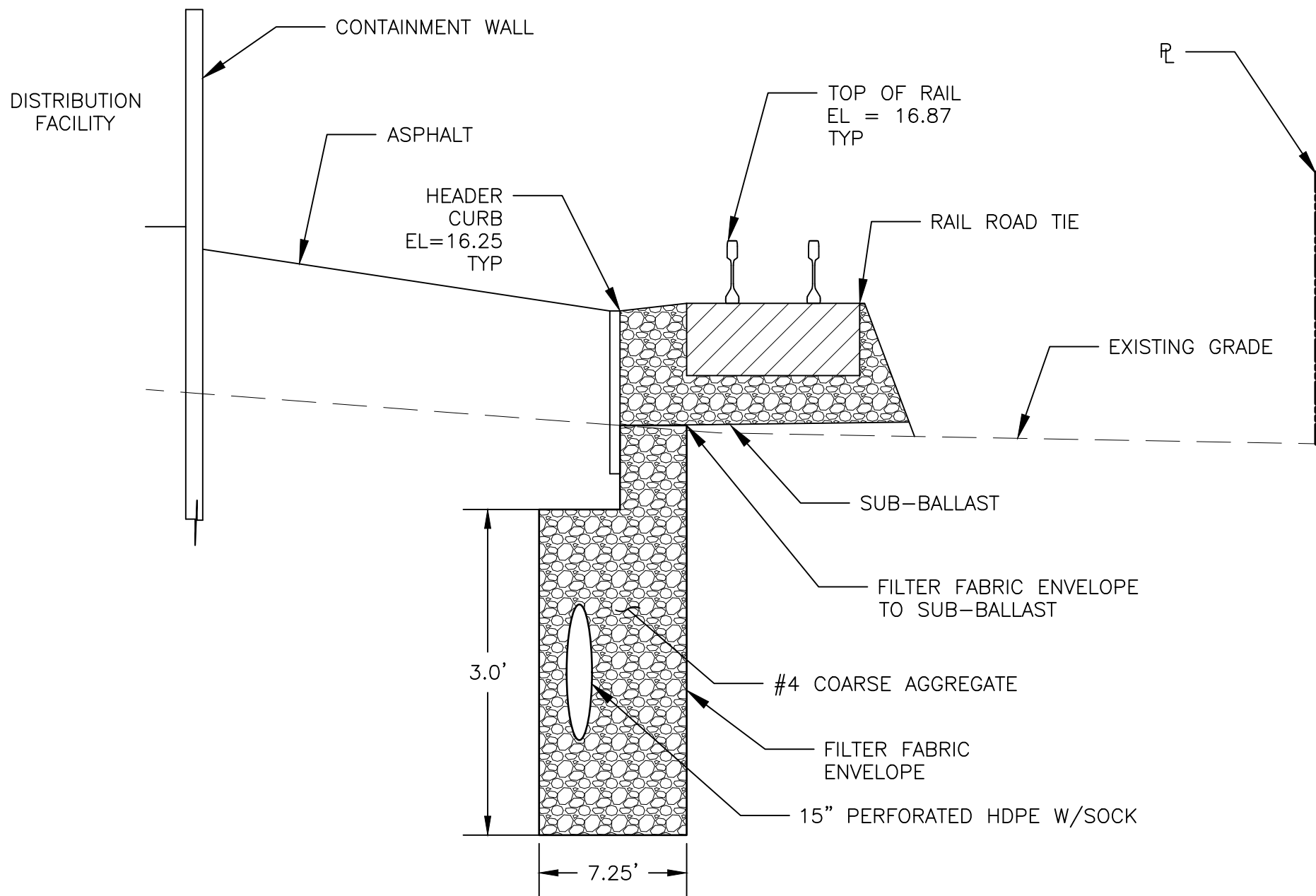
2 FRENCH DRAIN CONTROL MANHOLES
C-2 NOT TO SCALE




3 FRENCH DRAIN CROSS SECTION
C-2 NOT TO SCALE

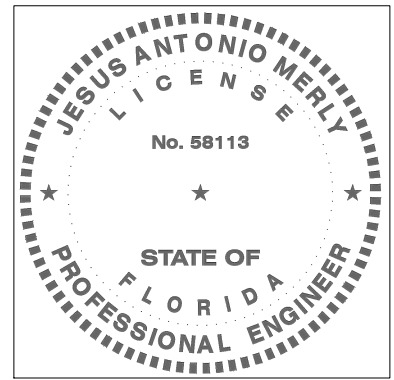


A SECTION A
C-2 NOT TO SCALE



B SEC BB - UNDERDRAIN DETAIL
C-2 NOT TO SCALE

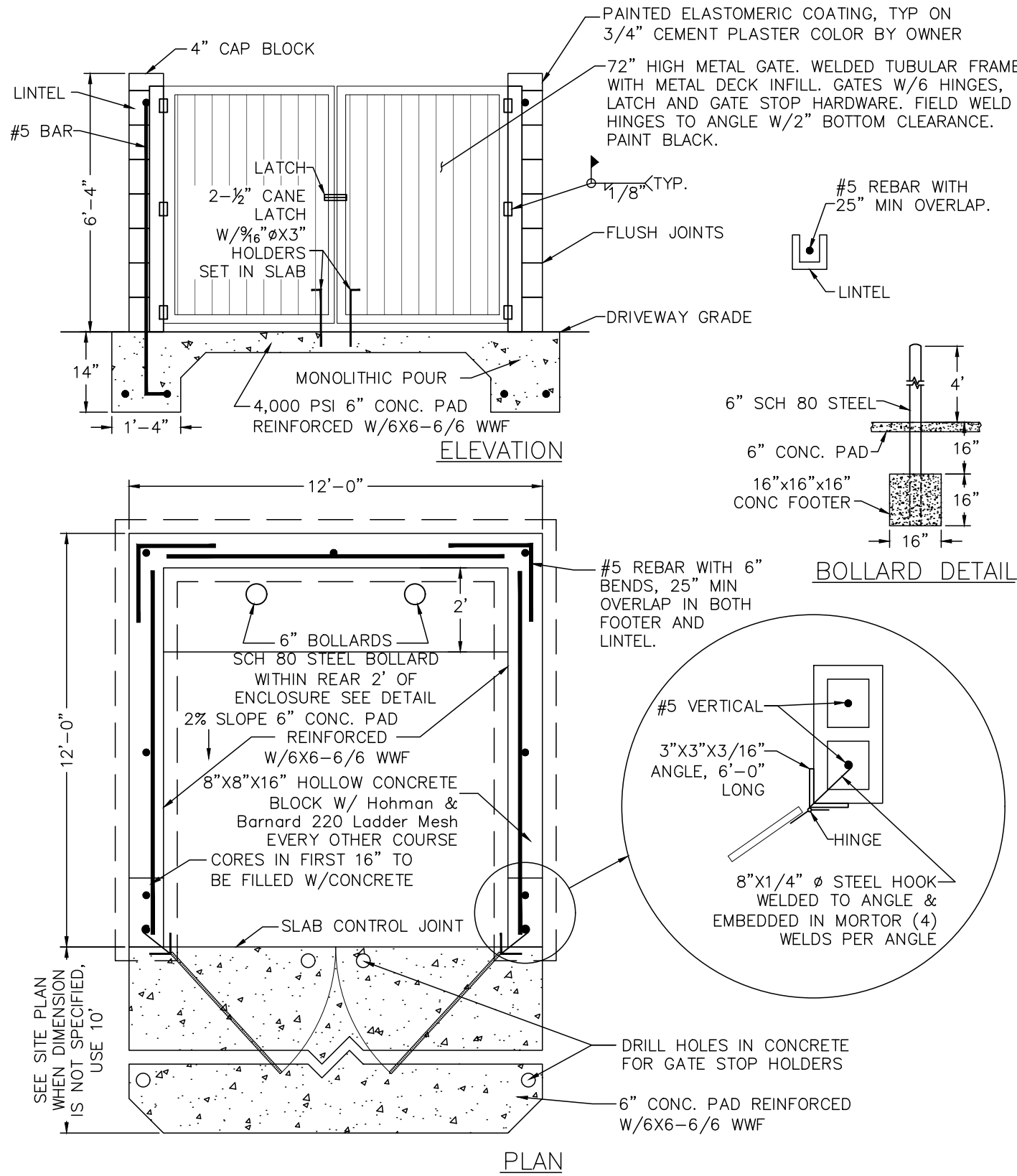
E	RIVIERA BEACH RESUB 2	JAM	12/29/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
			
5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			



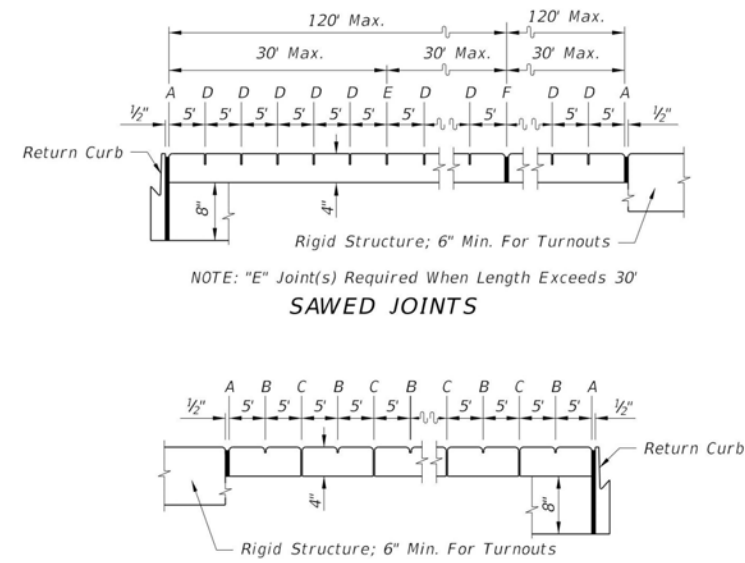
PAVING, GRADING AND DRAINAGE DETAILS

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO. CD-1



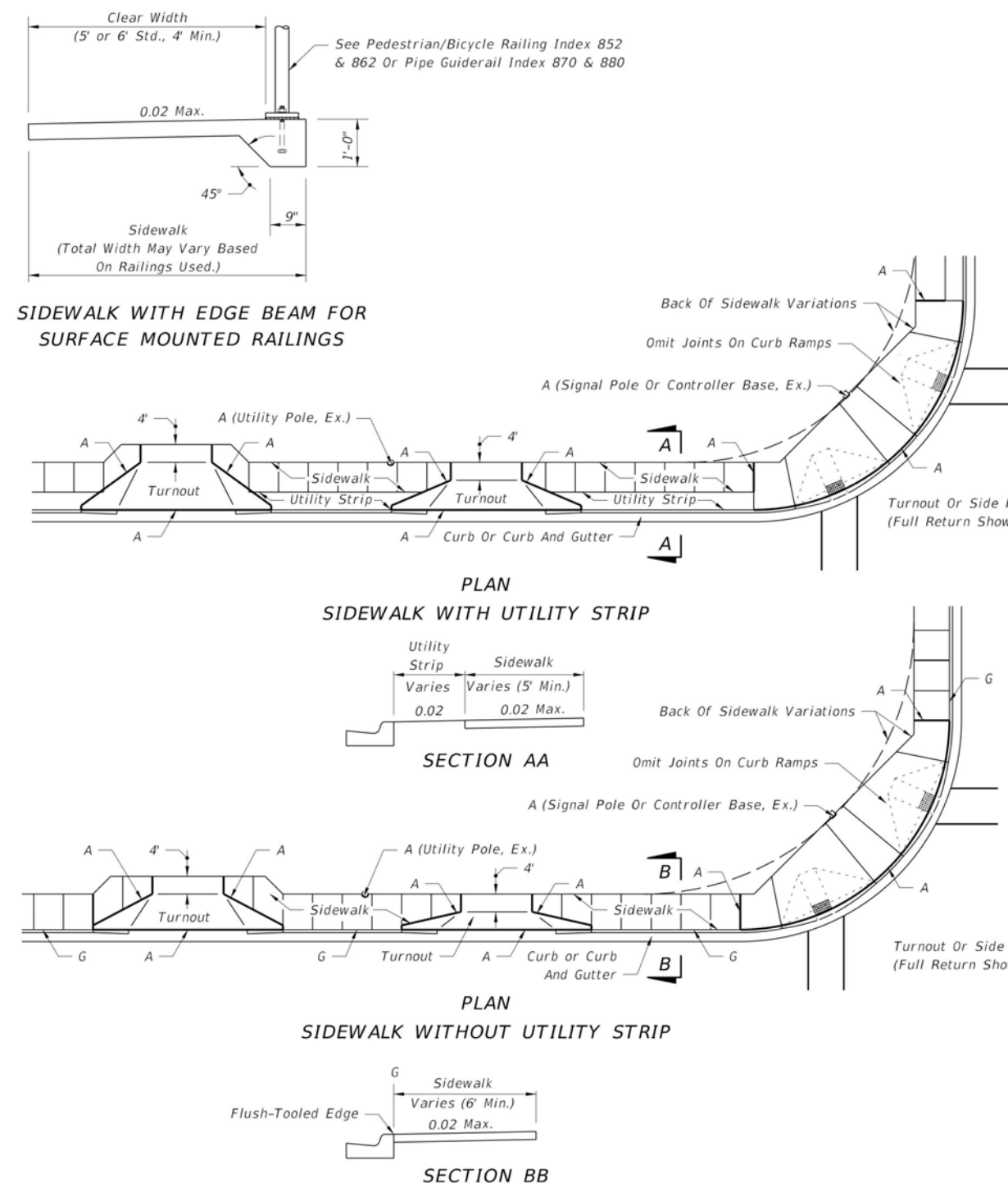
1 SINGLE DUMPSTER ENCLOSURE
C-1 NOT TO SCALE



- JOINT LEGEND**
- A-1/2 Expansion Joints (Preformed Joint Filler)
 - B-1/2 Dummy Joints, Tooled
 - C-1/2 Formed Open Joints
 - D-3/4 Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers
 - E-3/4 Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers
 - F-1/2 Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.
 - G-Cold Joint With Bond Breaker, Tooled
- SIDEWALK JOINTS**
- NOTES FOR CONCRETE SIDEWALK ON CURBED ROADWAYS**
- Construct sidewalks in accordance with Specification Section 522.
 - Include detectable warnings on sidewalk curb ramps and construct in accordance with Index No. 304.
 - Detectable warnings are not required where sidewalks intersect urban flared turnouts.
 - Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils nor more than 1/2".
 - For turnouts see Index No. 515.
 - Construct sidewalks with 1" thick Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Picket Railing or Pipe Guiderail shown in the plans.

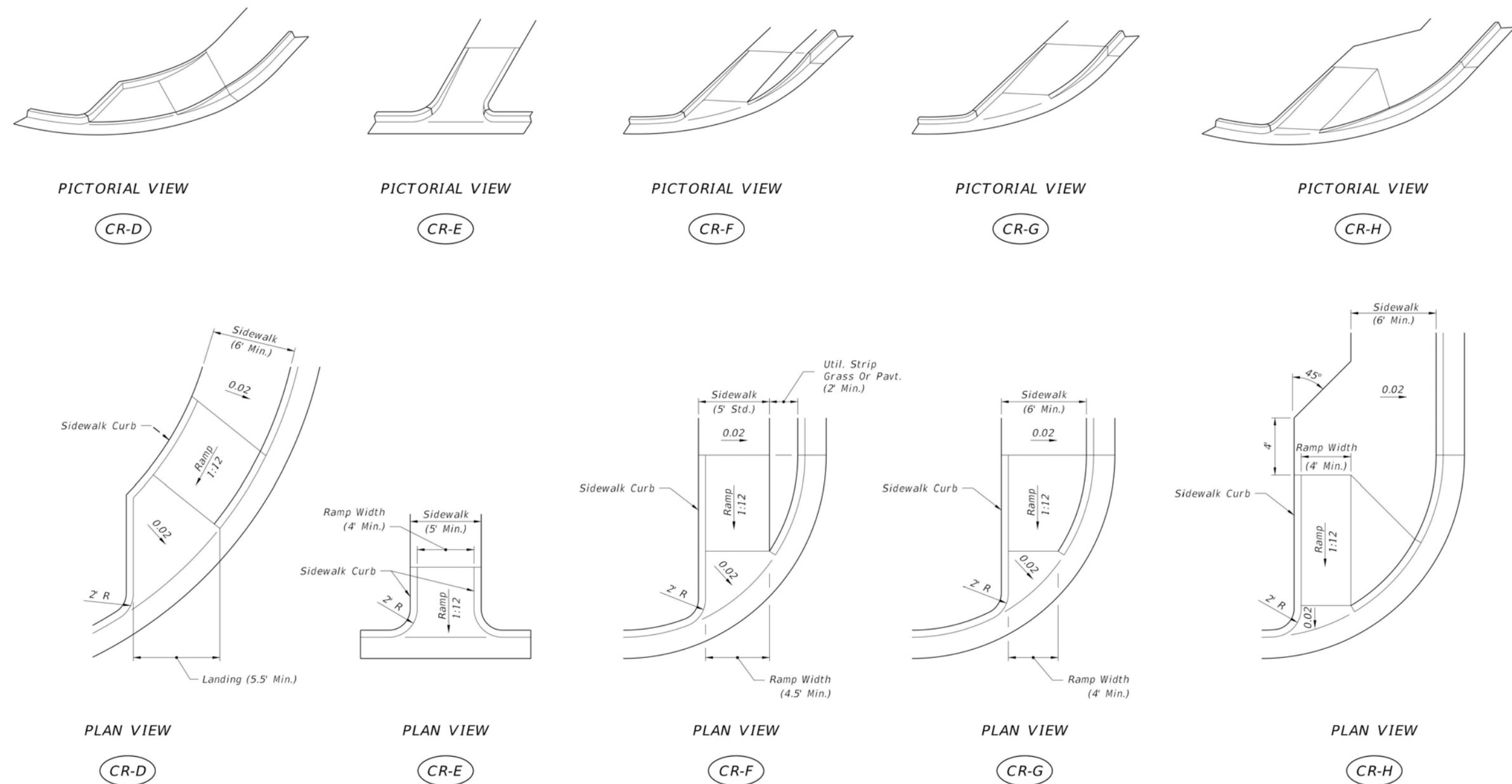
CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION	DESCRIPTION:	FY 2016-17 DESIGN STANDARDS	INDEX NO.	SHEET NO.
07/01/15			310	1 of 2



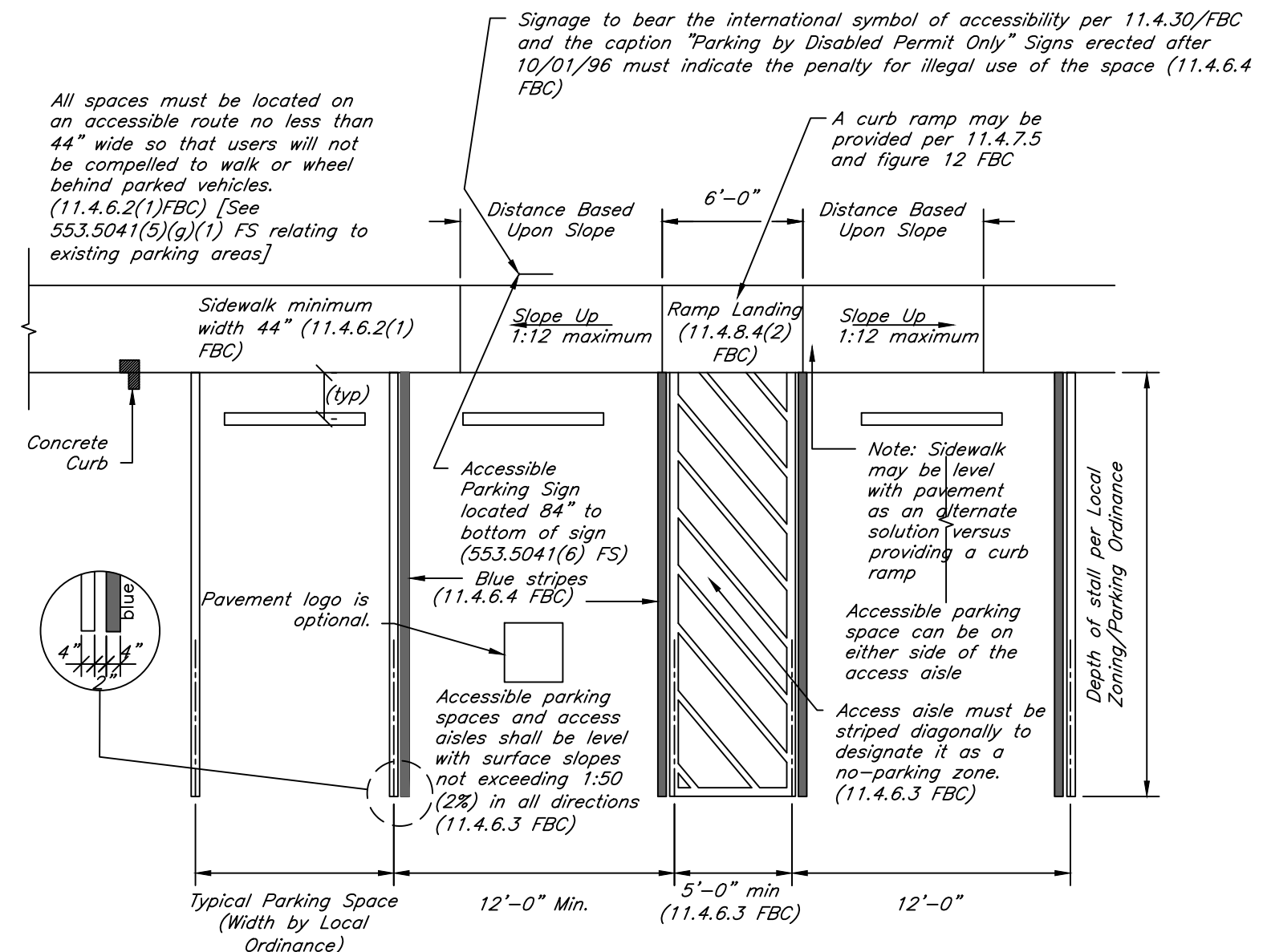
PAVEMENT DESIGN			
LAYER	C	THICKNESS (IN)	SNI
TYPE SP-12.5 AC	0.44	2.5	1.10
CRUSHED CONCRETE (LBR 100)	0.18	8	1.44
STABILIZED SUBGRADE (LBR 40)	0.08	12	0.96
TOTAL			3.50

4 ASPHALT PAVEMENT DESIGN
C-2 NOT TO SCALE



DIMENSIONAL FEATURES OF SIDEWALK CURB RAMP FOR LINEAR PEDESTRIAN TRAFFIC

LAST REVISION	DESCRIPTION:	FY 2016-17 DESIGN STANDARDS	INDEX NO.	SHEET NO.
07/01/13			304	3 of 7



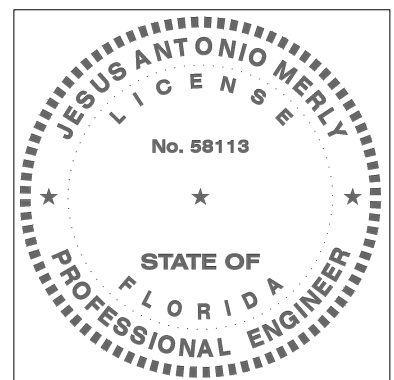
- NOTES:**
- Citations to FBC are to the Florida Accessibility Code for Building Construction, Chapter 11 of the Florida Building Code, Citations to FS are to the Florida Statutes.

2 ACCESSIBLE PARKING SPACE DETAIL
C-1 NTS

REV	DESCRIPTION	DATE
B	RIVIERA BEACH RESUB 2	JAM 12/29/16

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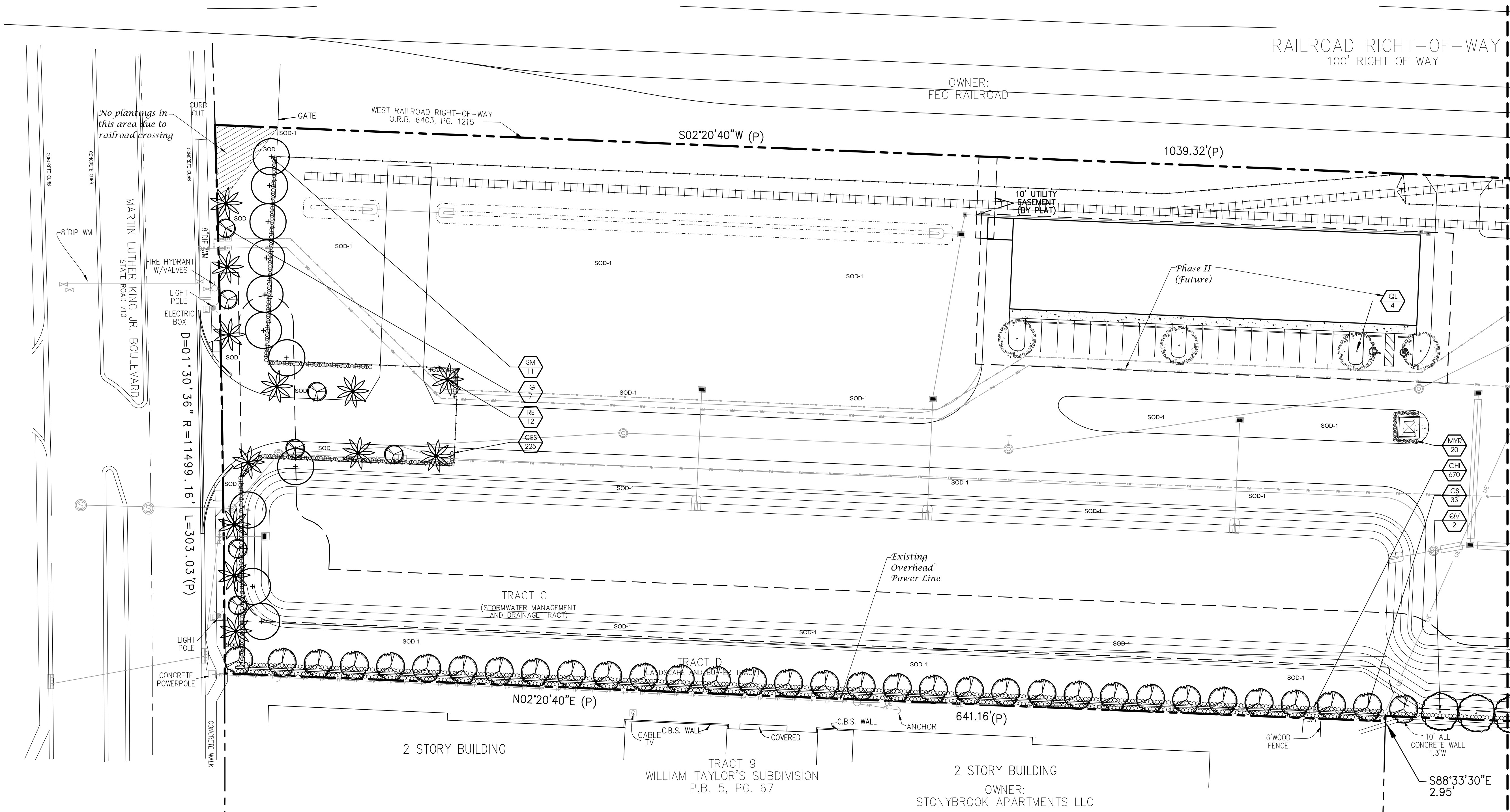


PAVING, GRADING AND DRAINAGE DETAILS

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

CD-2



**Conceptual
Design
Group, Inc.**

Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

**LAND DEVELOPERS
CONSORTIUM**
Urban Planning - Engineering
Landscape Architecture
500 Australian Avenue, Suite 518
West Palm Beach, Florida 33401
Office: 561-932-1653
Fax: 561-683-4574

GENERAL NOTES

- Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate and the soil specification in item #8 above is not appropriate for site conditions, the soil mixture shall be revised for this site's conditions. The Contractor shall notify the Owner and Landscape Architect of the poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
- All prohibited, exotic and invasive species shall be removed from the entire area of site prior to issuance of certificate of occupancy.
- All planting areas and sod to be irrigated to provide 100% coverage and provide adequate irrigation of landscape areas for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
- The irrigation system shall be continuously maintained in working order.
- All required landscape improvements must be inspected and approved by the City of Riviera Beach prior to the issuance of a Certificate of Occupancy.
- Any new planting proposed on this plan have been designed to meet with the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place.'
- Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants.
- No substitutions, including plant materials, shall be made without written authorization from the Landscape Architect and the City of Riviera Beach.
- Contractor shall verify the location of all underground utilities prior to commencing work.
- Contractor shall be responsible for all permits and associated fees.
- All landscape islands shall be free of shell rock and construction debris and excavated to a depth of 30 inches or to clean native soils and filled with the specified planting mixture.

LANDSCAPE DATA

SITE AREA: 390,685.07 S.F. (8.96 ACRES)

31-605(a):
(1) REQUIRED = MINIMUM NATIVE PLANTINGS
TREES = 70%
SHRUBS = 70%

TREES PROVIDED = 98
NATIVE = 91 / 93%
SHRUBS PROVIDED = 1,350
NATIVE = 1,350 / 100%

31-605(a):
(2) REQUIRED = MINIMUM 60% SHADE TREES
MINIMUM 10% NATIVE ACCENT TREES
MAXIMUM USE OF PALMS = 20%

TREES PROVIDED = 98
SHADE = 58 / 59%
NATIVE ACCENT TREES PROVIDED = 33
NATIVE ACCENT = 33 / 34%
NOTE: NATIVE ACCENT TREES ARE UTILIZED UNDER THE OVERHEAD UTILITIES TO MEET THE FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE PROGRAM IN LIEU OF SHADE TREES AS REQUIRED
PALMS PROVIDED = 12
TREES = 98 + 12 PALMS = 110 TOTAL TREES

31-605(a):
(3) REQUIRED = MINIMUM 25% ECO FRIENDLY PLANTS
TOTAL PLANTS = 1,460
ECO FRIENDLY = 1,453 / 99.5%

31-605(a):
(7) REQUIRED = MINIMUM SHADE TREE SPECIES (OVER 75) = 6
PROVIDED = 6 SPECIES

31-610(a):
REQUIRED = 10' LANDSCAPE STRIP WITH 1 TREE / 20 L.F. AND HEDGE AT 2' O.C.

FRONT (NORTH) BUFFER = 303'
REQUIRED TREES = 303 / 20 = 15
PROVIDED TREES = 23 (11 TREES + 12 PALMS)
REQUIRED SHRUBS = 303 / 2 = 152
PROVIDED SHRUBS = 225

31-618:
REQUIRED = 30' LANDSCAPE STRIP WITH 1 TREE / 20 L.F. AND HEDGE AT 2' O.C.

SIDE (WEST) BUFFER = 1,436.47'
REQUIRED TREES = 1,436.47' / 20 = 72
PROVIDED TREES = 72
NOTE: NATIVE ACCENT TREES ARE UTILIZED UNDER THE OVERHEAD UTILITIES TO MEET THE FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE PROGRAM IN LIEU OF SHADE TREES AS REQUIRED

REQUIRED SHRUBS = 1,436.47' / 2 = 718
PROVIDED SHRUBS = 1,035

31-610(c):
(8) MINIMUM 50% PARKING LOT SHADE TREES
REQUIRED = 8 TREES (8 ISLANDS)
PROVIDED = 8 SHADE TREES / 100%

31-610(c):
(6) TERMINAL PARKING LOT ISLANDS
REQUIRED = 1 SHADE TREE PER ISLAND
TREES REQUIRED = 8 ISLANDS = 8 TREES
PROVIDED = 8 TREES

31-600(o):
REQUIRED = 6' PLANTING AROUND PERIMETER OF DUMPSTER
PROVIDED = YES

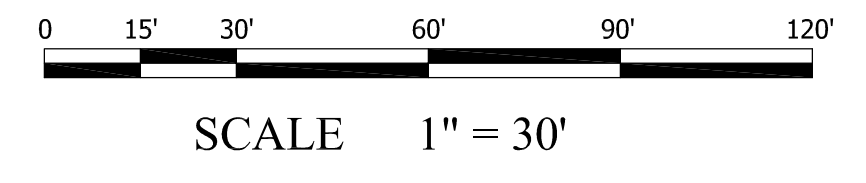
NOTE:
There is no existing landscaping on the property or any protected flora or fauna.

PLANT LIST

							31-601(c)	31-605(a)(8)
QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	20% MAXIMUM	65% MAXIMUM OF ONE SPECIES
SHADE / NATIVE ACCENT TREES								
4	CD*	COCOLOBIA DIVERSIFOLIA	PIGEON PLUM	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
33	CS*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTWOOD	10' x 5', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	34%
4	OL*	QUERCUS LAURIFOLIA	LAUREL OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
39	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	39%
11	SM*	SWIETENIA MAHOAGANY	MAHOAGANY	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	11%
7	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	8' x 4', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	8%
PALMS								
12	RE*	ROYSTONIA ELATA	FLORIDA ROYAL PALM	12' C.T.	A.S.	MATCHED	LOW	
SHRUBS / GROUND COVERS								
295	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTWOOD	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
1,035	CHI*	CHRYSOBALANUS ICACO	COCOPALM	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
20	MYR*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	#15, 6' x 2'	2' O.C.	FULL & THICK	LOW	
SOD-1		PASPALUM NOTATUM	BAHIA SOD	SEE SPECS			LOW	
SOD		STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD	SEE SPECS			MEDIUM - HIGH	
** = FLORIDA NATIVE								

* FLORIDA NATIVE

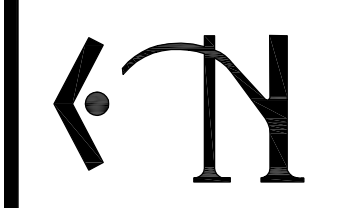
LANDSCAPE PLAN



Riviera Beach Distribution Facility
Odyssey Manufacturing Company
City of Riviera Beach, Florida

PROJECT #: 16-0803
DESIGNED: JWS
DATE: 8-25-2016
REVISIONS:

11-22-2016

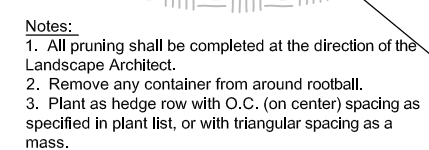


SHEET 1 OF 2



Not to Scale

Not to Scale



Not to Scale



1. All tree and plant material shall be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants," Part I and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1: is to (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated.
2. Underpinning or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or neglect by the owner or its agents.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of organic, non-acceptable. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to firm. Water thoroughly. Water again 2-3 times during first 30 days after planting. Water again after placing final layer of backfill and before final mulch is placed.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chaffing guards, with wooden stake anchors immediately after planting. (See Detail).
10. Trees and shrubs shall be fertilized with a complete nutrient organic fertilizer with a ratio of approximately 3:1:2 or 3:1:3 (i.e., one labeled 12-4-4). Similar analysis (such as 16-4-8; 4:1:2) can also be used. Fertilizers that contain a wetting agent are preferred. Fertilizer should be applied to the soil around the base of the plant and should be watered in.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm

Agriform 20-10-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rate shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

- 1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final inspection when Certificate of Completion is issued to the General Contractor by Palm Beach County and project is released by the General Contractor to Client.
12. Prune trees and shrubs only to remove damaged branches.
13. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of *Stenotaphrum secundatum* - St. Augustine "Floritan" (unless otherwise noted in Plant List), machine striped not more than 12" wide, 1/2" deep, and 1/2" thick. Seed and water thoroughly. Water thoroughly but not to create muddy soil conditions. Lay strips with tight joints, roll or tamp lightly, and water thoroughly.
14. Maintain positive drainage, no planting is to block drainage.
15. Drainage Testing
 - A. Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
 - a. Dig each planting pit to the minimum specified size.
 - b. Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
 - c. When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
 - d. Discard all material removed from the drainage channel.
 - e. When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

For Staff Use Only

City of Riviera Beach Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	Date:	Case Number:
	Project Title:	
	Fee Paid:	Notices Mailed:
	1 st Hearing:	2 nd Hearing:
	Publication Dates (if required)	

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)

Complete appropriate sections of Application and sign.

APPLICANT	Name of Property Owner(s):	Trademark Metals Recycling LLC		
	Mailing Address:	Corporation Trust CO c/o 1209 Orange Street, Wilmington, DE 19801		
	Property Address:	Unaddressed		
	Name of Applicant (if other than owner):	Odyssey Manufacturing Co.		
	Home: (813) 335-3444	Work: (813) 635-0339	Fax: (813) 630-2589	
	E-mail Address:			

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY	Future Land Use Map Designation:	Industrial	Current Zoning Classification:	IG
	Square footage of site:	390,557	Property Control Number (PCN):	56-43-42-32-43-001-0000
	Type and gross area of any existing non residential uses on site:	None		
	Gross area of any proposed structure:	912 sf (Buildings)		
	Is there a current or recent use of the property that is/was in violation of City Ordinance?	[] Yes [x] No		
	If yes, please describe:			
	Have there been any land use applications concerning all or part of this property in the last 18 months?	[] Yes [x] No		
	If yes, indicate date, nature and applicant's name:			
	Briefly describe use of adjoining property:	North: SR 710 Right of Way		
		South: Railroad		
	East: Railroad			
	West: Residential/Industrial			

REZONE	Requested Zoning Classification:	Rezoning Not Requested
	Is the requested zoning classification contiguous with existing?	
	Is a Special Exception necessary for your intended use?	[] Yes [x] No
	Is a Variance necessary for your intended use?	[] Yes [x] No


FUTURE LAND USE	Existing Use: Vacant	Proposed Use: Industrial
	Land Use Designation: Industrial	Requested Land Use: Industrial
	Adjacent Land Uses: North: ROW	South: Railroad (Industrial)
	East: Railroad (Industrial)	West: Residential/Industrial
Size of Property Requesting Land Use Change: Land Use Change is not requested.		

SPECIAL EXCEPTION	Describe the intended use requiring a Special Exception: None
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
Off-Site:	
Other:	

VARIANCE	Describe the Variance sought: None Requested
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN	Describe proposed development: Bleach Distribution Facility (Phase I); Aggregate Handling & Storage (Phase II)
	Demonstrate that proposed use is appropriate to site: Project is in accordance with local regulations and zoning conditions.
	Demonstrate how drainage and paving requirement will be met: Drainage will be collected through inlets and storm drains. Runoff will be directed to a dry retention pond.
	Demonstrate any landscaping techniques to visually screen use from adjacent uses: Landscaping is proposed on the northern and western boundaries for screening.
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use: The site plan shows substantial separation between the planned improvements and the residential areas.
	Demonstrate how utilities and other service requirements of the use can be met: Utilities can be provided by the City of Riviera Beach.
	Demonstrate how the impact of traffic generated will be handled: On-site: See attached traffic study by McMahon and Associates dated August 3, 2016 <small>See attached traffic study by McMahon and Associates dated August 3, 2016</small> Off-site:

OTHER	<u>COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:</u>
	<ul style="list-style-type: none"> • Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit. • Antenna manufacture cut sheets including antenna size and shape. • Zoning map of area with site clearly marked. • Photos of existing building or tower and surrounding uses. • Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional. • Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop. • Letter of structural capacity and building code compliance. • Notes on plan or letter demonstrating floor area coverage not in excess of restrictions • Provide Photo Enhancements of proposal. • Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

Confirmation of Information Accuracy	
<p>I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars (\$500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.</p>	
 Signature	January 3, 2017 Date

AGENT AUTHORIZATION FORM

Owner(s) of Record: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared _____

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

the street address of which is: _____

and that we hereby appoint:

Name: _____

Address: _____

Telephone: _____

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

_____ (Seal)

_____ (Seal)

_____ (Seal)

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

SITE PLAN APPROVAL PROCEDURE

Application Information Sheet

STEP 1. PRELIMINARY REVIEW OF SUBMISSION

SIX (6) SETS OF A STAPLED AND FOLDED PACKAGE CONTAINING DRAWINGS TO SCALE AND DIMENSIONED

1. SITE PLAN

- a. Special site plan drawing with information block showing zoning, parking calculations, site area, building coverage, pervious/impervious areas, location map.
- b. Dimensions should include – lot, landscape strips, setbacks, roads, internal circulation areas, building(s), typical parking spaces, dumpster pads/enclosures, sign locations. It should be noted that sign approval requires separate building permit submission.
- c. Provide a digital copy of the site plan drawing with State Plan Coordinates in AutoCAD 2000 (.DWG) or Shapefile (.shp) format.

2. LANDSCAPE PLAN and ENVIRONMENTAL ASSESSMENT

- a. Show compliance with the City of Riviera Beach Land Development Code
- b. Drawings and/or narrative sufficient to describe the relevant flora and fauna which may be on the site. Tree survey may be required.

3. ARTERIAL ROAD DESIGN AND STANDARD

- a. Design standards for all non-residential properties fronting the following roads are required:
 - Dr. Martin Luther King, Jr. Boulevard
 - Old Dixie Highway
 - Blue Heron Boulevard
 - 13th Street
 - Military Trail
 - Congress Avenue
- b. Drawings indicating the appearance standards are required and addressed under Ordinance 2833.
- c. Only one monument sign is permitted per site with maximum square footage of 42 square feet.

4. UTILITY and DRAINAGE PLAN

- a. Conceptual plan, indicating location of lines and tie-ins, proposed hydrants, if applicable
- b. Conceptual plan to include existing and proposed major elevations.
- c. Show easement, existing and proposed.
- d. Show conceptually how retention area will provide treatment for one-hour storm.

5. TRAFFIC ASSESSMENT

- a. If traffic trip generation is under 500 T.P.D. then a properly formulated traffic statement is adequate. Traffic generation above this level will require a traffic engineer prepared traffic study. Provide total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table 1 in Sec. 23.AA – 28.3 of Code].

- b. Palm Beach County Traffic Assessment Requirements: Applicant must submit a Traffic Impact Study for Palm Beach County to receive concurrency approval in accordance with Sec. 23-131 of the Palm Beach County Traffic Performance Code.

6. BUILDING ELEVATIONS

- a. Front, rear, and both sides.
- b. Show finishes (color, materials).
- c. Elevators are required to be in color showing building finishes, lighting, canopies, etc. Plans shall have a minimum sheet size of 8 ½ "x 14". Plans larger than 8 ½ "x 14" shall be folded individually. Reduced copies of the site plan on 11" x 17" sheets are required for the City Council. (Note: Plans for submittal to the Planning and Zoning Board and City Council shall be provided after all comments and requirements by staff have been satisfied.

7. FLOOR PLAN

- a. Conceptual (construction details are not necessary).

8. NARRATIVE OR COVER LETTER

- a. Describe project purpose and details of intended use, including phasing and relationship to surrounding area.
- b. Include estimate of employment and student population generated by project, if applicable.

9. CONCURRENCE COMPLIANCE

- a. Traffic Generation: Total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table I in Sec. 31-715 of Code]
- b. Sanitary Sewer: Total gallons per day produced by project - [from calculations or Table III in Section 31-717 of Code]
- c. Potable Water: Total gallons per day required by project [from calculation or based on Table II in Section 31-716 of Code]
- d. Drainage: Does project detain on-site the first inch of run-off or run-off from a one-hour storm (3 year)? Note: All developments of one acre or more are required to obtain an NPDES permit prior to obtaining a City Building permit, and provide PPP and BMP plans.
- e. Solid Waste: Total pounds of waste generated per day by project [from calculations or based on Table IV in Section 31-718 of Code]
- f. Recreation: If a residential project, list proposed public recreational or park elements of project (in acres)
- g. School Concurrency: The School Concurrency Application and Service Provider Form must be completed and submitted with this application. Please refer to the attached School Concurrency Application and Service Provider Form for related fees.

STEP 2: DEPARTMENTAL REVIEW, COMMENTS TO APPLICANT AND REVISIONS TO PROJECT

After departmental review (approximately four weeks), the applicant will receive a letter from Community Development outlining department concerns and comments. The departmental review process repeats until staff is satisfied with revisions. Applicant will then provide six (6) full size packages of accordion folded, revised plans. These

must be provided to Staff a minimum of fourteen (14) days prior to the next Planning and Zoning Board Meeting in order to be included on the Agenda. The Board meets the second Thursday of each month. Staff comments to the Board are available for pickup the Monday prior to the Thursday Planning and Zoning Board meeting.

STEP 3: PLANNING AND ZONING BOARD MEETING

Applicant, or agent, **must** be in attendance to present their project and to address concerns of the Planning and Zoning Board. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the Planning and Zoning Board meeting. The Board may recommend the City Council approve, approve with conditions, deny, or table the project.

STEP 4: SUBMITTAL FOR COUNCIL MEETING

Any revisions required as a result of the Planning and Zoning Board's conditions, shall be incorporated (by applicant) into the package for submission to the City Council. Six (6) **reduced size copies** on 11" x 17" sheets of the final site plan must then be provided for the City Council agenda along with the other package items a minimum of twenty-one (21) days prior to meeting. The City Council meets the first and third Wednesday of each month.

A complete package for submission to the City Council includes the following items:

1. Uniform Land Use Application
2. Project Narrative
3. Response(s) to Departmental Comments
4. Site Plan
5. Landscape Plan
6. Elevations

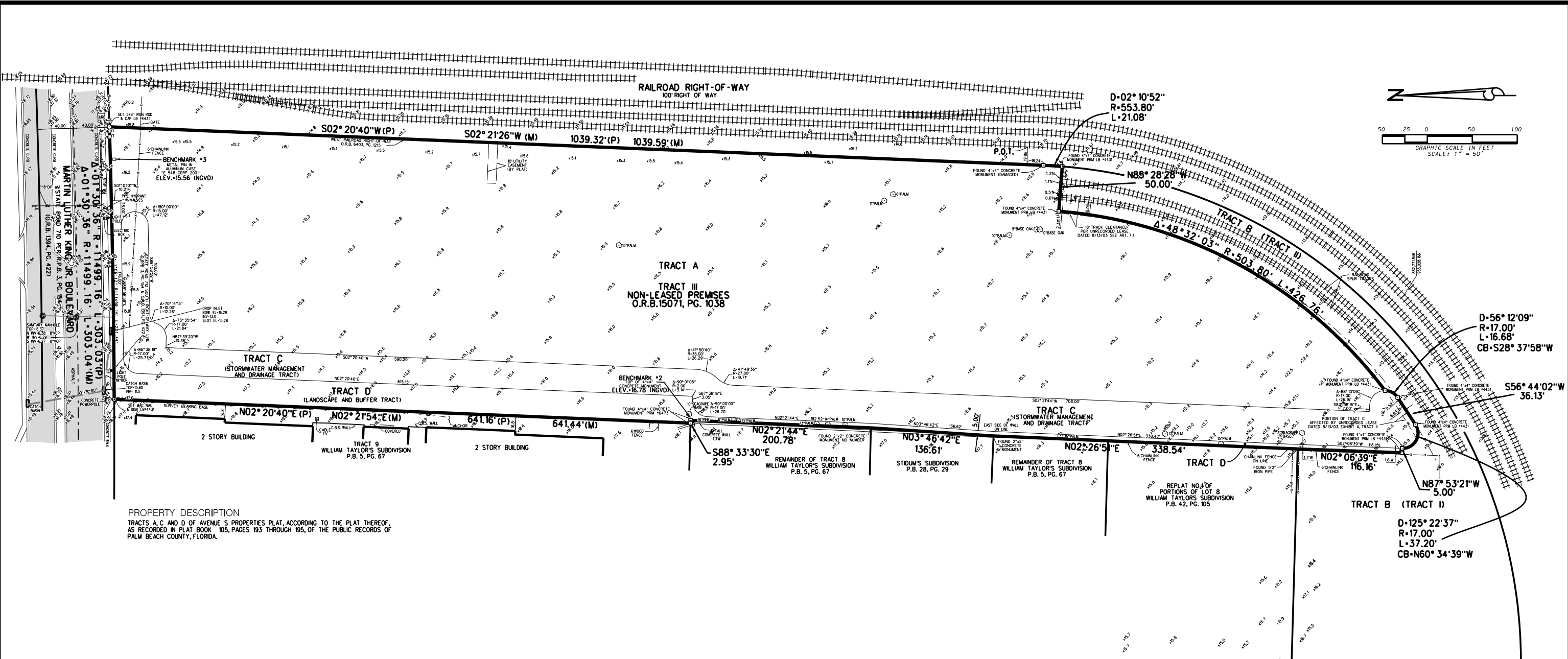
Applicants seeking to expedite the approval process should submit revised packages as soon after the Planning and Zoning Board meeting as possible in order to have the project placed on the City Council Agenda.

STEP 5: COUNCIL MEETING

The project then goes before the City Council for decision. Applicant must be in attendance. Applicant will be allowed to make a brief presentation about the project. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the City Council meeting. The City Council may approve, approve with conditions, deny, or table the project.

STEP 6: UPON APPROVAL APPLICANT MAY APPLY FOR BUILDING PERMIT

Applicant will be formally notified of decision and any conditions which may be attached. Two (2) folded sets of the approved site plan complying with conditions shall be submitted to the Community Development Department within fifteen (15) days of the Council hearing. Plans must be submitted and approved by the Planning Division before building permits can be issued.



PROPERTY DESCRIPTION
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 105, PAGES 193 THROUGH 195, OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

SURVEY REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON THE PLAT OF AVENUE S PROPERTIES.
3. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
4. BEARING BASIS: N02°20'40"E ALONG THE WEST LINE OF TRACT D
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982
6. TOTAL AREA = 390,557 SQUARE FEET, MORE OR LESS.
7. EASEMENTS AND/OR RESTRICTIONS SHOWN ON THIS SURVEY PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FUND FILE NO. 361362 EFFECTIVE DATE SEPTEMBER 5, 2016 @11:00 P.M.
8. THIS SURVEY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. ELEVATIONS SHOWN ARE BASED ON N.G.V.D. OF 1929
10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
PREPARED FOR:
ODYSSEY MANUFACTURING CO.
MORATIS COFAR KARNEY AND MORATIS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BANK OF AMERICA, N.A.
11. © COPYRIGHT 2016 BY LIDBERG LAND SURVEYING, INC.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 21, 2016.

LIDBERG LAND SURVEYING, INC.

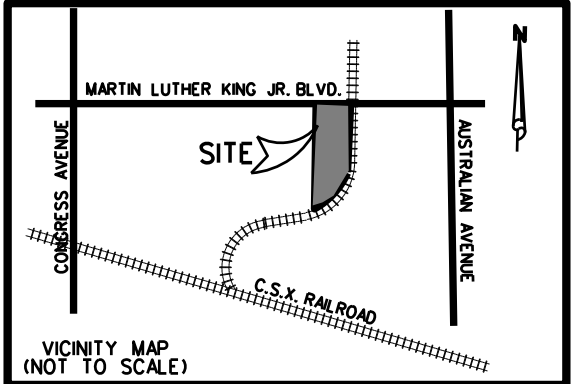
DATE OF SURVEY: JUNE 21, 2016

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

AFFECTS PROPERTY AS SHOWN		OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FUND FILE NO. 361362
AFFECTS PROPERTY	DONES NOT AFFECT PROPERTY	
●		EX. 5) PLAT BOOK 105, PAGES 193-195
	●	EX. 6) PLAT BOOK 27, PAGE 42
	●	EX. 7) PLAT BOOK 5, PAGE 67
●		EX. 8) O.R.B. 15701, PG. 1038

ZONING CODE SECTION 31-381 PERMITTED USES
(1) ANY USE PERMITTED IN THE IL DISTRICTS.
(2) MANUFACTURING OF ANY PRODUCT EXCEPT THOSE ENUMERATED AS PROHIBITED USES.
(3) OUTDOOR DRIVE-IN THEATERS.
(4) PUBLIC UTILITY STRUCTURES.
(5) RAILROAD SWITCHING AND MAKE-UP YARDS.
(6) PETROLEUM STORAGE BUT NOT IN EXCESS OF 50,000 GALLONS.
(7) LIQUID GAS STORAGE NOT IN EXCESS OF 15,000 GALLONS.
(8) ANY CUSTOMARY ACCESSORY USE TO ALL ABOVE FACILITIES.
(9) TEMPORARY LABOR EMPLOYMENT OFFICE.
(10) PAWN SHOP.

CONVERSION FROM NAVD 88
TO NGVD 29 ADD 1.553



ABBREVIATIONS:
(C) = CALCULATED
C.B.S. = CONCRETE BLOCK STRUCTURE
C.M.B. = COMMISSIONERS' MINUTES BOOK
C.M.R. = CONFLICT MANHOLE
C.M.C. = CONCRETE
D.B. = DEED BOOK
F.H. = FIRE HYDRANT
F.N.D. = FOUND
F.P.L. = FLORIDA POWER & LIGHT
I.P. = IRON PIPE
I.V. = IRON VALVE
L.B. = LICENSE BUSINESS
L.S. = LICENSE SURVEY
L.M. = LICENSE MEASURED
M.H. = MANHOLE
M.H.W. = MEAN HIGH WATER
M.O.N. = MONUMENT
O.R.B. = OFFICIAL RECORD BOOK
O.P. = PLAT
P.B. = PLAT BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
R.O.W. = RIGHT-OF-WAY
R.C.P. = REINFORCED CONCRETE PIPE
R.P.B. = ROAD PLAT BOOK
(S) = SURVEY
S.L.P. = STOP LIGHT POLE
S.M. = SANITARY MANHOLE
S.B.M. = SOUTHERN BELL TELEPHONE MANHOLE
S.T.M. = STORM MANHOLE
T.B. = TRAFFIC BOX
T.V. = TELEVISION
U.E. = UTILITY EASEMENT
W.P. = WOOD POLE
W.V. = WATER VALVE

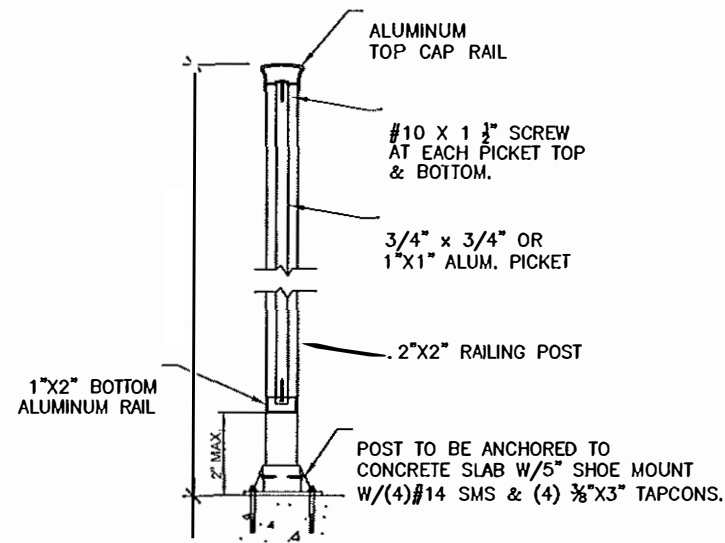
DATE:	REVISIONS:	BY:
09/26/16	ADD TITLE INFORMATION 05-146-415	L.J.C.
07/20/16	ADD ELEVATIONS & TREE LOCATIONS 05-146-105A F.B. 700/13 K.F.	L.J.C.
06/21/16	UPDATE SURVEY 05-146-104A F.B. 698/59 NOTES FILED K.F.	L.J.C.
02/21/07	ADD TOPOGRAPHY 05-146-105 F.B. 536/46 B.D.	L.J.C.
10/07/05	ADD ALTA REQUIREMENTS	L.J.C.

LIDBERG LAND SURVEYING, INC.

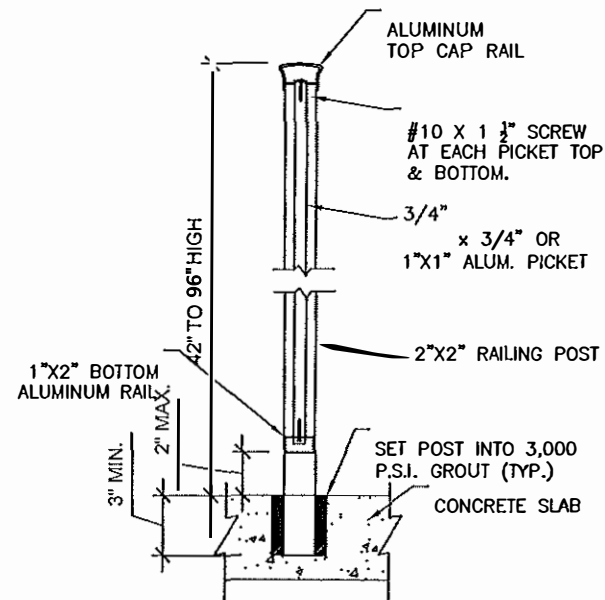
675 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

ALTA /NSPS LAND TITLE SURVEY
TRACTS A,C, & D, AVENUE S PROPERTIES
PREPARED FOR:
ODYSSEY MANUFACTURING CO.

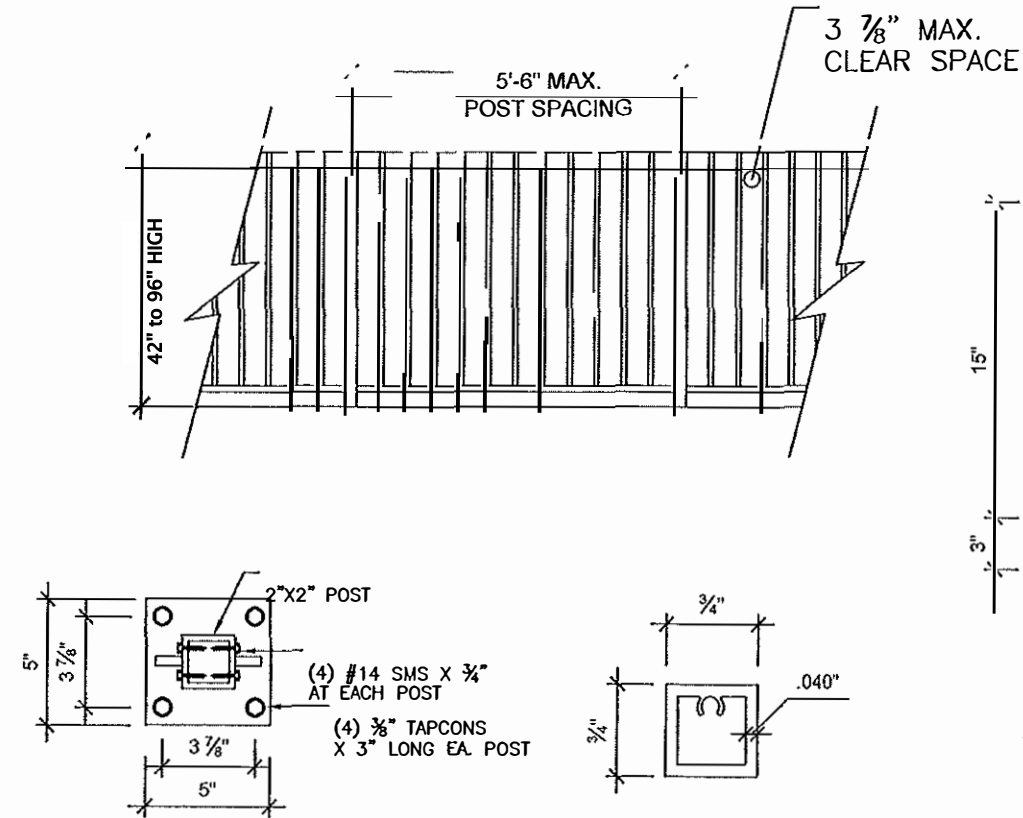
CAD. K:\JUST \ 324243 \ 105-193 \ 05-146100 \ 05-146100.DGN			
REF.			
FLD.	B.D.	FB.	PG.
OFF.	L.J.C.	473	40
CKD.	D.C.I.	SHEET 1 OF 1	DWG. 005-146
		JOB	05-146-100
		DATE	09/22/05



RAILING SECTION TYPE 1

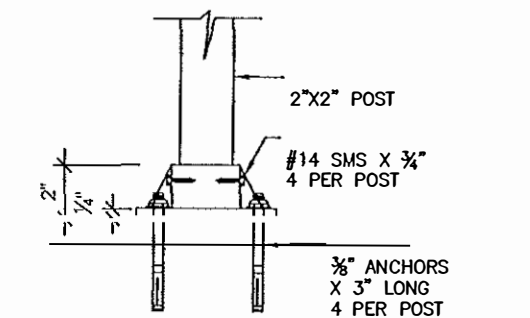


RAILING SECTION TYPE 2

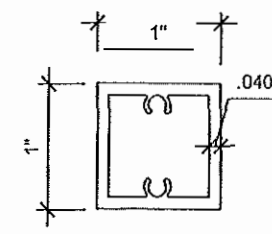


TOP VIEW

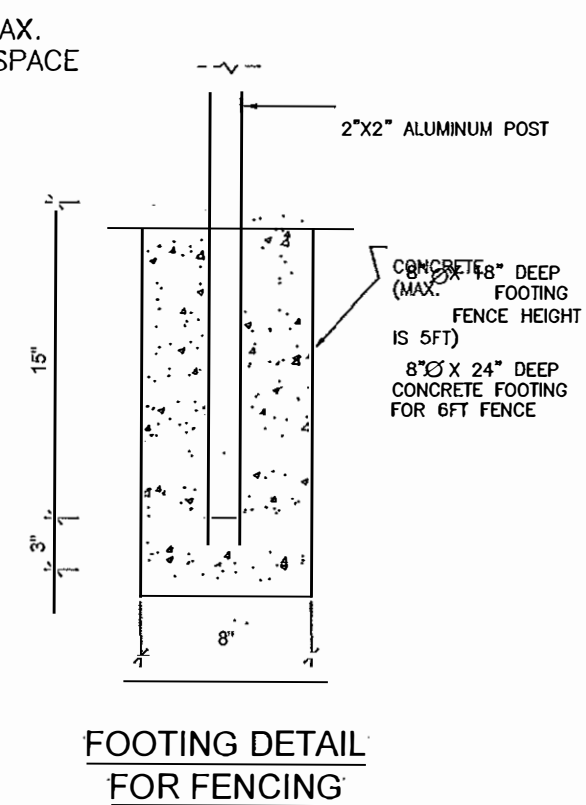
3/4" PICKET



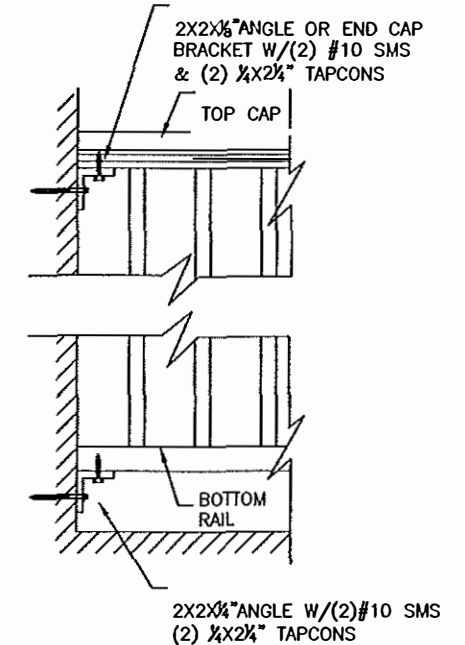
ELEVATION



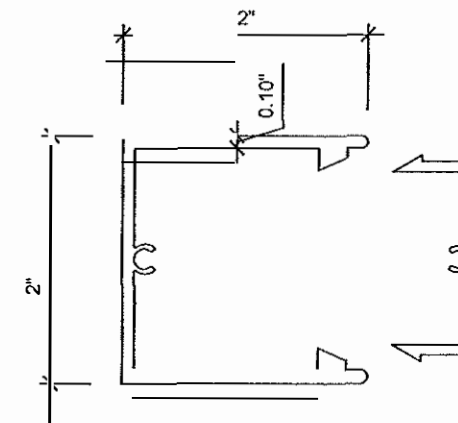
1" PICKET



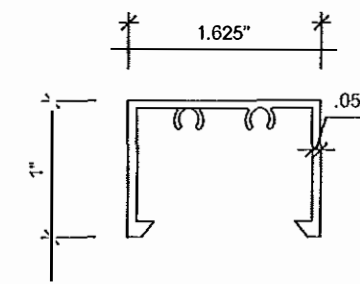
FOOTING DETAIL FOR FENCING



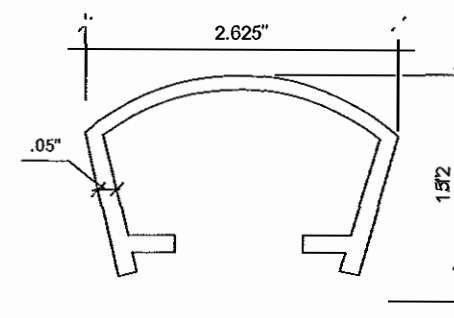
WALL CONNECTION



2"X2" RAILING POST

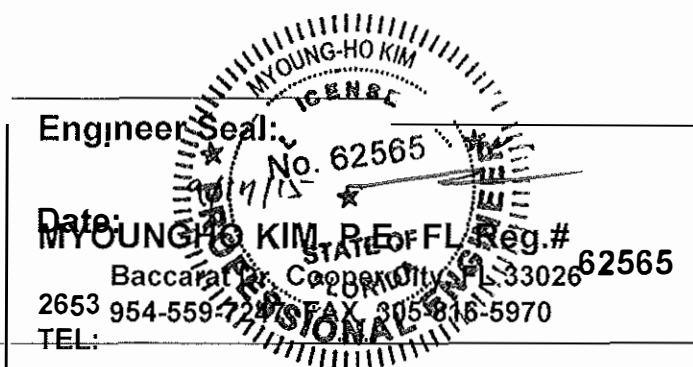


BOTTOM RAIL



TOP CAP

- 170 MPH, Exposure "C"
- Aluminum to be alloy 6063-T6
- Footing concrete compressive strength shall be min 2,500 P.S.I in 28 days
- All gates to be self closing and self latching, Locking device shall not be less than 54" from the bottom of gate and open outward. On 4ft high gate, use an approved child safety lock.
- This design complies with F.B.C. 2014 5th Edition & ASCE 7-10



Engineer Seal: No. 62565
 Date: MYOUNG-HO KIM, P.E. Reg. # 62565
 Baccarat, Cooper City, FL 33026
 2653 954-559-7224 FAX 305-816-5970
 TEL:

ODYSSEY MANUFACTURING

RIVIERA BEACH BLEACH PROCESSING FACILITY

UNADDRESSED PARCEL
PARCEL #: 56434232430010000
DR. MARTIN LUTHER LING JR BLVD
RIVIERA BEACH, FL.

FOR REVIEW ONLY
NOT APPROVED FOR
CONSTRUCTION

General Work Scope

Odyssey Manufacturing is building a new bleach processing plant. A new service rated MCC, transformer and distribution panel will be installed to provide power to the processes and plant lighting. Provision for future expansion is considered in the electrical power plans. An office trailer will installed at a future date and is not considered in the plans.

The owner is designing and providing the process controls and components. Site lighting, not including the plant itself, will be designed and provided by TECO.

Project General Notes

- All work is to be closely coordinated with the Owner and Utility to ensure electrical service interruptions are kept to a minimum and are scheduled for mutually agreed times and durations.
- The prints do not detail the status of the existing service and other panels providing power to the existing facility equipment.
- All work to be done in a professional workman like manner for an industrial/commercial environment, as indicated in the National Electrical Installation Standards, NEIS, published by NECA and in accordance with the NFPA 70 (2011 NEC), and the latest federal, state and local codes and ordinances. NECA Publications are available on line at <<http://www.neca-neis.org/>>.
- All testing of cables, transformers, circuit breakers and control must be performed in accordance with NETA ATS.
- All materials and components must be new, except as indicated otherwise.
- Prints do not purport to indicate exact layout and installation methods. Field verify all dimensions, enclosures, conduit, wire, etc. and make appropriate decisions as to the best method of installation and support, consistent with NEIS Standards.
- All bidders must visit the site and become familiar with current conditions. Submit all questions in writing to the Engineer for clarification.
- Contractor to have a Qualified Construction Manger on the job to ensure complete compliance with plans and specifications.
- Prior to pulling wire in conduit or covering underground duct banks an inspection is needed by the City/County. Provide advanced notice.
- Any changes required due to contractors failure to meet the NEIS, 2011 NEC, state, federal and local codes and ordinances will be repaired/replaced at the contractors expense to the satisfaction of the authority having jurisdiction and/or the Engineer, without any additional expense to Owner or the Engineer.
- Contractor is to identify to the Owner any unforeseen deficiencies with the existing installation (as-found) prior to performing any corrective work. All change orders must be submitted in writing to the Owner before any work is performed. No work is to be performed without written authorization from the Owner and/or the General Contractor.

- Exact layout of equipment and devices to be approved by the Engineer prior to installation that differ from plans and specifications. Contractor to submit 3 copies of submittals for all layouts, switchgear, panel boards, distribution panels, wire, conduit, lugs, heat shrink tubing, poles, hardware, switches, disconnects, panels, breakers, splices, enclosures, TVSS and other items provided by the Contractor for Owners review and approval. Submittals shall have "arrows" marking the exact model, number and any accessories for each item. Do not install any items without approved, returned submittals.
- Contractor to verify phasing and voltage of all panels and check phasing prior to energizing any equipment. Also, check the main and sub panels, note and/or correct the current imbalance between phases.
- Any manufacturer part number referenced in the specifications or drawings, may be replaced by equal (unless specified "use no equal"), subject to review and approval through submittal process.
- Contractor to properly dispose of all debris to the satisfaction of the customer and provide certified manifest documentation that the debris was disposed in accordance with all local, state and federal regulations.
- When dissimilar metals are connected together, use an approved connector designed for joining cables of different materials. Use Penetrox or other approved anti-oxidizing compound as required.
- All 600 volt power cables shall be tested at 1000 VDC to check for paths to ground and paths between cables contained within each conduit. Documentation of testing shall be provided to the Owner for review, prior to energizing any cable.
- If any work is performed on energized equipment, the contractor shall show proof of training and is required to follow NFPA 70E - Standard for Electrical Safety in the Workplace. Paying special attention to the requirements of wearing proper Personal Protective Equipment (PPE) when working on or near energized electrical equipment. PPE includes but is not limited to 100% cotton under wear, 100% cotton clothing, arc rated (AR) clothing, AR hood and face shield, gloves, and boots. See Article 130 of the latest edition of the NFPA 70E for more details.
- Contractor to locate all underground utilities using a locating service as needed.
- Color code of wires shall be as follows A/B/C:

208/240 volt, 3 phase	Black/Red/Blue
480 volt, 3 phase	Brown/Orange/Yellow
Medium voltage, 3 phase	Red/White/Blue
- All electrical equipment is to be marked with the device identification, Fed From: (and Feed To: if applicable), on plastic engraved self adhesive labels. See following examples:

Fed From Panel LP-1, Ckt: 12	Fed From MDP, Ckt: 3
------------------------------	----------------------
- All essential system and fire alarm conduits are to be spot painted within 6 inches of termination and every 10 feet using the following color code (or one approved by the Owner and Engineer):

Purple:	Essential Distribution no listed herein
Yellow:	Life Safety Branch
Orange:	Critical Branch
Green:	Equipment Branch
Red:	Fire Alarm System

LIGHTING SYMBOLS

	RECESSED FLUORESCENT LIGHTING FIXTURE
	RECESSED FLUORESCENT LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	RECESSED DOWNLIGHT FIXTURE
	RECESSED DOWNLIGHT FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	SURFACE OR PENDANT MOUNTED FLUORESCENT/LED LIGHTING FIXTURE
	SURFACE OR PENDANT MOUNTED FLUORESCENT/LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED FLUORESCENT/LED LIGHTING FIXTURE
	WALL MOUNTED FLUORESCENT/LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	CEILING OR PENDANT MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	CEILING OR PENDANT MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	SURFACE MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	SURFACE MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	WALL MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	GROUND MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	POLE MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	POLE MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	BOLLARD LIGHTING FIXTURE
	WALL MOUNTED TRUCK LOADING LIGHT FIXTURE
	WALL MOUNTED INCANDESCENT LIGHTING FIXTURE
	ILLUMINATED EXIT SIGN - DIRECTIONAL ARROWS AS INDICATED
	EMERGENCY LIGHTING BATTERY PACK WITH ILLUMINATED EXIT SIGN AND HEADS AS INDICATED
	EMERGENCY LIGHTING BATTERY PACK WITH HEADS AS INDICATED
	EMERGENCY LIGHTING REMOTE LAMP HEAD
	EMERGENCY LIGHTING REMOTE DUAL LAMP HEAD
	SINGLE POLE TOGGLE SWITCH
	DOUBLE POLE TOGGLE SWITCH
	THREE WAY TOGGLE SWITCH
	FOUR WAY TOGGLE SWITCH
	DIMMER SWITCH
	KEYED SWITCH
	WALL MOUNTED MOTION DETECTOR SWITCH
	LIGHTING OVERRIDE SWITCH, LOW VOLTAGE
	TIMER SWITCH
	INDICATES DUAL-LEVEL SWITCHING
	CEILING-MOUNTED OCCUPANCY SENSOR, "X" = TYPE TYPE 1 = 360° PASSIVE INFRARED, LOW VOLTAGE TYPE 2 = 360° DUAL TECHNOLOGY PASSIVE INFRARED WITH MICROPHONIC, SOUND SENSING, LOW VOLTAGE TYPE 3 = 360° DUAL TECHNOLOGY PASSIVE INFRARED, EXTENDED RANGE, WITH MICROPHONIC, SOUND SENSING, LOW VOLTAGE
	WALL-MOUNTED OCCUPANCY SENSOR, "X" = TYPE TYPE 3 = WIDE ANGLE PASSIVE INFRARED

ONE LINE SYMBOLS

	DISCONNECT SWITCH
	FUSED DISCONNECT SWITCH
	OVERLOAD
	FEEDER CABLE
	PANEL
	UTILITY SOURCE
	FUSE
	VFD
	PLUG AND RECEPTACLE

POWER DISTRIBUTION SYMBOLS

	SIMPLEX LOCKING RECEPTACLE, 30A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	SIMPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING "SW" INDICATED STRETCH WRAPPER MACHINE
	DUPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	DOUBLE DUPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	"WP" INDICATES WEATHERPROOF COVER
	"GFI" INDICATES GROUND FAULT INTERRUPTER
	"IG" INDICATES ISOLATED GROUND
	"TVSS" INDICATES TRANSIENT VOLTAGE SURGE SUPPRESSER
	"WC" INDICATES WATER COOLER
	"C" INDICATES ABOVE COUNTER OR SINK
	"W" INDICATES WALL MOUNT, FIELD VERIFY MOUNTING HEIGHT
	"R" INDICATES ROOFTOP-MOUNT 18" ABOVE THE ROOF ON RIGID GALVANIZED STEEL CONDUIT
	"RF" INDICATES RADIO FREQUENCY WIRELESS POINT-MOUNT IN CPI THINLINE II WALL MOUNT CABINET PROVIDED AND INSTALLED BY OTHERS
	"RR" INDICATES REFRIGERATOR-FIELD VERIFY THE EXACT LOCATION WITH OWNER'S REPRESENTATION
	"VM" INDICATES VENDING MACHINE-FIELD VERIFY THE EXACT LOCATION WITH OWNER'S REPRESENTATION
	"A" INDICATES CEILING MOUNTED FOR USE BY ANTENNAE EQUIPMENT, COORDINATE EXACT LOCATION WITH OWNER
	CLOCK RECEPTACLE, 15A, 125V, 1 PHASE, 2 POLE, THREE WIRE GROUNDING
	FLUSH MOUNTED OUTLET FOR POWER WIRING TO OFFICE FURNITURE
	FLUSH MULTISERVICE FLOOR BOX, THREE GANG TOTAL; ONE GANG EACH FOR POWER, COMMUNICATIONS AND DATA; COORDINATE THE NEED FOR WIRING DEVICES OR PARTITION FEED AT EACH LOCATION WITH THE OWNER
	FLUSH FLOOR/COUNTER BOX WITH SIMPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	FLUSH FLOOR/COUNTER BOX WITH DUPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	FLUSH FLOOR/COUNTER BOX WITH DOUBLE DUPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	POWER POLE FOR POWER, DATA AND TELEPHONE WIRING
	CORD REEL WITH DUPLEX RECEPTACLE, 15A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	SPECIAL PURPOSE RECEPTACLE, RATING AS NOTED.
	SURFACE METAL RACEWAY, "R#" INDICATES TYPE
	JUNCTION BOX
	SURFACE MOUNTED PANELBOARD - 480/277V, 3 PHASE, 4 WIRE
	FLUSH MOUNTED PANELBOARD - 480/277V, 3 PHASE, 4 WIRE
	SURFACE MOUNTED PANELBOARD - 240V, 3 PHASE, 3 WIRE OR 120/240V, 1 PHASE, 3 WIRE
	FLUSH MOUNTED PANELBOARD - 240V, 3 PHASE, 3 WIRE OR 120/240V, 1 PHASE, 3 WIRE
	SURFACE MOUNTED PANELBOARD - 208/120V, 3 PHASE, 4 WIRE
	FLUSH MOUNTED PANELBOARD - 208/120V, 3 PHASE, 4 WIRE
	VOLTAGE TRANSFORMER
	CURRENT TRANSFORMER
	CONTACTOR
	CIRCUIT BREAKER
	KEY INTERLOCK
	FUSE
	MOTOR - HORSEPOWER AS INDICATED
	DISCONNECT SWITCH
	DISCONNECT SWITCH SUPPLIED WITH CORRESPONDING EQUIPMENT (NOT BY DIVISION 16 CONTRACTOR)
	COMBINATION MOTOR STARTER
	MANUAL MOTOR STARTER
	DOOR WITH CORRESPONDING POWERED EQUIPMENT, "R#" INDICATES DOOR NUMBER
	MANHOLE
	HAND HOLE
	DOOR GASKET HEATER
	HORT OF VERT SEALOFF
	CABLE-PULL EMERGENCY STOP
	F-FLAG INDICATOR
	MANUAL RESET
	CROUSE-HIND TYPE AFU OR EQUAL

SPECIAL SYSTEMS SYMBOLS

	FLUSH MULTISERVICE FLOOR BOX, THREE GANG TOTAL; ONE GANG EACH FOR POWER, COMMUNICATIONS AND DATA; COORDINATE THE NEED FOR WIRING DEVICES OR PARTITION FEED AT EACH LOCATION WITH THE OWNER
	SINGLE-GANG COMMUNICATIONS OUTLET WITH 3/4" CONDUIT STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	SINGLE-GANG DATA OUTLET WITH 3/4" CONDUIT STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	TWO-GANG COMMUNICATIONS/DATA OUTLET WITH TWO 3/4" CONDUITS STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	"C" INDICATES ABOVE COUNTER OR SINK
	"W" INDICATES WALL MOUNTED, FIELD VERIFY MOUNTING HEIGHT
	BLANK JUNCTION BOX FOR DOOR MONITORING DEVICE, WITH EXPOSED 3/4" CONDUIT STUBBED UP TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT.
	3/4" CONDUIT FOR DOOR MONITORING DEVICE, CONCEALED AND STUBBED UP TO AN ACCESSIBLE POINT ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT
	RECESSED OUTLET FOR CARD READER WITH TWO 3/4" CONCEALED CONDUITS STUBBED UP TO AN ACCESSIBLE POINT ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT
	RECESSED CEILING MOUNTED SPEAKER
	SURFACE OR WALL MOUNTED SPEAKER, HORN TYPE
	SOUND SYSTEM VOLUME CONTROL
	CLOSED CIRCUIT TELEVISION CAMERA, FIXED FOCUS
	"PTZ" INDICATES PAN/TILT/ZOOM
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM AUDIO/VISUAL WARNING DEVICE, WALL MOUNTED, "R#" INDICATES DECIBEL LEVEL
	FIRE ALARM AUDIO WARNING DEVICE, RECESSED, CEILING MOUNTED, "R#" INDICATES DECIBEL LEVEL
	FIRE ALARM VISUAL WARNING DEVICE, WALL MOUNTED
	FIRE ALARM AUDIO/VISUAL WARNING DEVICE, WEATHERPROOF, EXTERIOR BUILDING MOUNTED
	FIRE ALARM SMOKE DETECTOR
	FIRE ALARM HEAT DETECTOR
	FIRE ALARM DUCT DETECTOR
	FIRE ALARM FLOW SWITCH
	FIRE ALARM TAMPER SWITCH
	FIRE ALARM ADDRESSABLE INTERFACE MODULE
	FIRE ALARM KNOX BOX
	FIRE ALARM CONTROL PANEL, SURFACE MOUNTED
	FIRE ALARM CONTROL PANEL, FLUSH MOUNTED
	FIRE ALARM REMOTE PANEL, SURFACE MOUNTED
	FIRE ALARM REMOTE PANEL, FLUSH MOUNTED
	THERMOSTAT
	HEAT TRACE CABLE ON PIPING
	PUSH BUTTON STATION, SINGLE BUTTON
	PUSH BUTTON STATION, TWO BUTTONS
	PUSH BUTTON STATION, THREE BUTTONS
	CHIME TONE INTERCOM MASTER STATION
	CHIME TONE INTERCOM DOOR STATION
	RESCUE ASSISTANCE COMMAND UNIT, SURFACE MOUNTED
	RESCUE ASSISTANCE COMMAND UNIT, FLUSH MOUNTED
	RESCUE ASSISTANCE PHONE UNIT, SURFACE MOUNTED
	RESCUE ASSISTANCE PHONE UNIT, FLUSH MOUNTED
	LOCAL DOOR ALARM

MISCELLANEOUS SYMBOLS

	GROUND
	CONDUIT CONCEALED IN WALL OR ABOVE CEILING
	CONDUIT INSTALLED EXPOSED
	CONDUIT INSTALLED UNDERGROUND
	HOME RUN TO POWER SOURCE
	CONDUIT CONTAINING LOW VOLTAGE EMERGENCY WIRING ONLY
	CONDUIT CONTAINING NIGHT LIGHTING/EMERGENCY WIRING ONLY
	ABOVE FINISHED FLOOR
	ABOVE FINISHED GRADE
	AMPS
	AMP FRAME
	AMP TRIP
	AVAILABLE FAULT CURRENT
	AMPS FULL LOAD
	ARC FLASH HAZARD CATEGORY
	AS HIGH AS POSSIBLE
	AUTOMATIC DOOR OPERATOR
	AUTOMATIC TRANSFER SWITCH
	AUXILIARY
	BELOW FINISHED CEILING
	CONDUIT
	CONTROL PANEL OR EQUIPMENT ENCLOSURE
	DOOR OPERATOR
	DISCONNECT SWITCH
	DOOR GASKET HEATER
	EXISTING
	EXISTING RELOCATED
	FEEDER CABLE
	FULL LOAD AMPS
	FULL VOLTAGE NON REVERSING
	FULL VOLTAGE REVERSING
	GROUND
	HANDS-OFF-AUTOMATIC
	HORSEPOWER
	KILOAMPS INTERRUPTING CURRENT
	KILOVOLTS
	KILOWATTS
	MAIN CIRCUIT BREAKER
	MAIN LUGS ONLY
	MOTOR CIRCUIT PROTECTOR
	MOTOR CONTROL CENTER
	MOTOR OPERATED DAMPER
	MOTOR
	NEUTRAL
	NORMALLY CLOSED
	NORMALLY OPEN
	PHOTO EYE
	PHASE
	PLUG/RECEPTACLE
	SHUNT TRIP
	STANDARD
	TERMINAL BLOCK
	TRANSFORMER
	TWO SPEED, TWO WINDING
	UNDERGROUND
	UNLESS OTHERWISE NOTED
	VOLTS
	VARIABLE FREQUENCY DRIVE
	WATTS OR WIRE

ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924
DRAWING INVALID UNLESS
DATED, SIGNED & SEALED
BY LICENSED ENGINEER

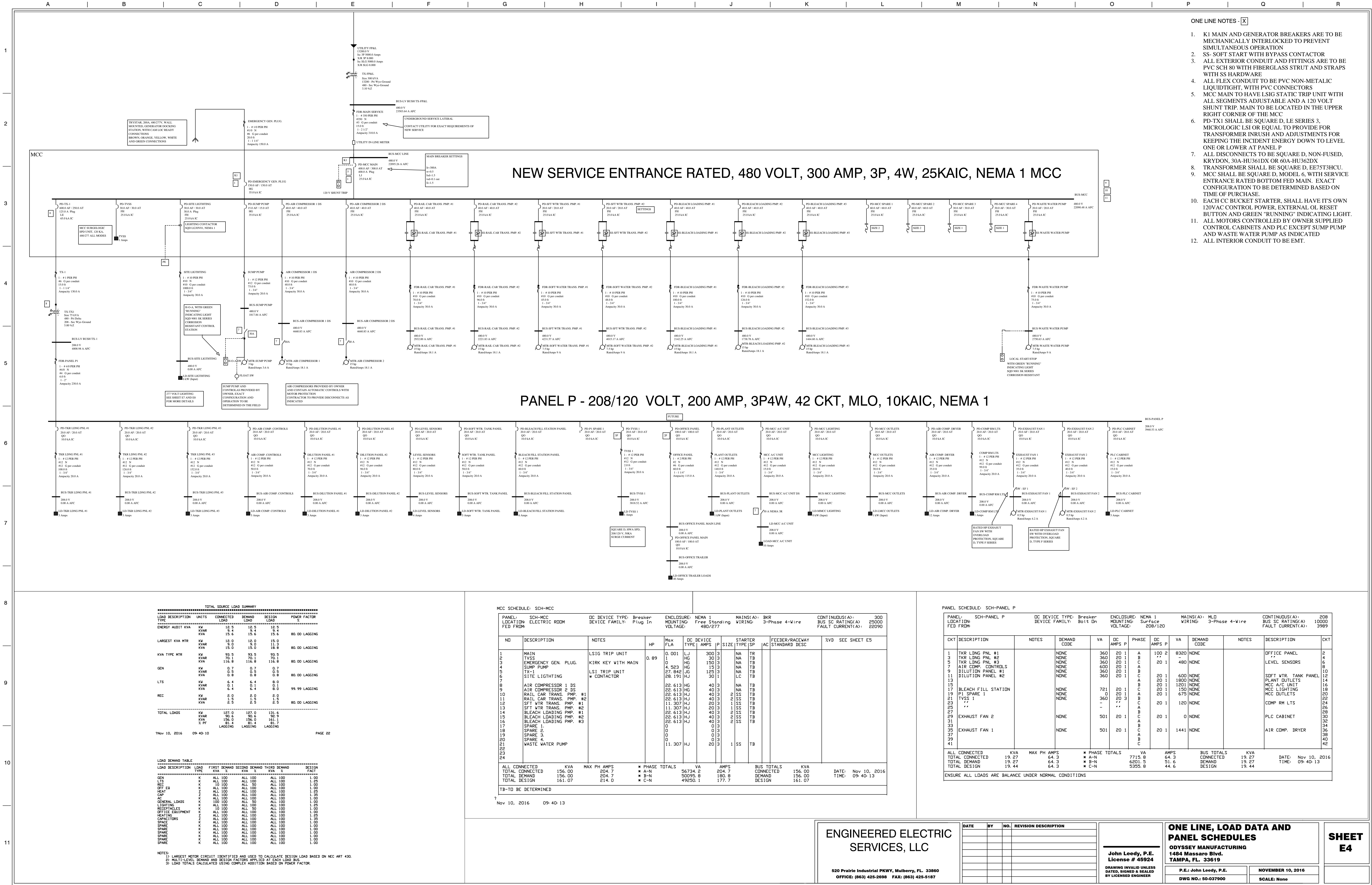
SYMBOLS AND LEGENDS

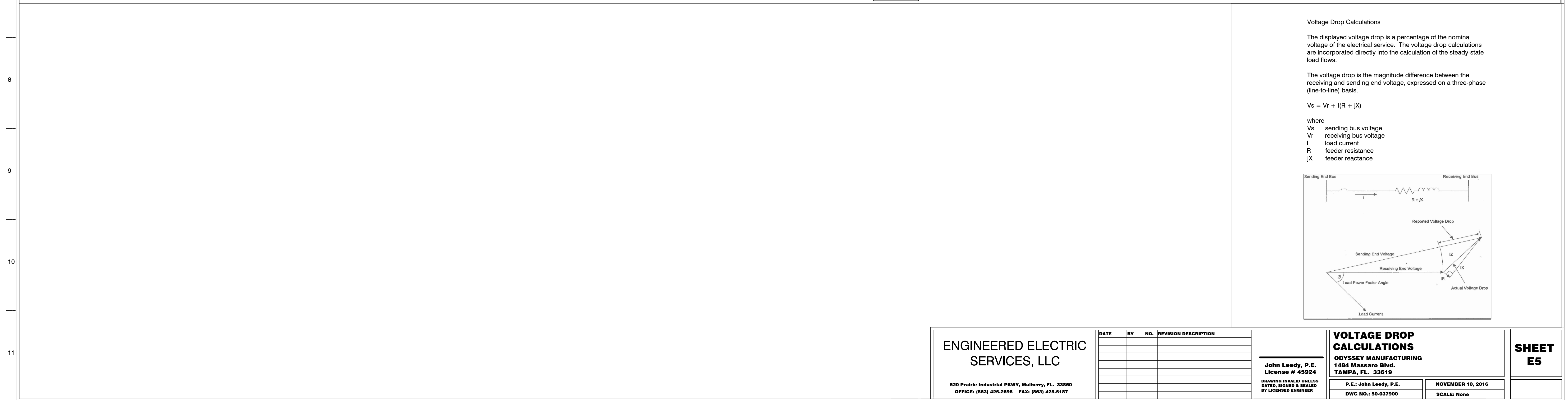
ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL 33619

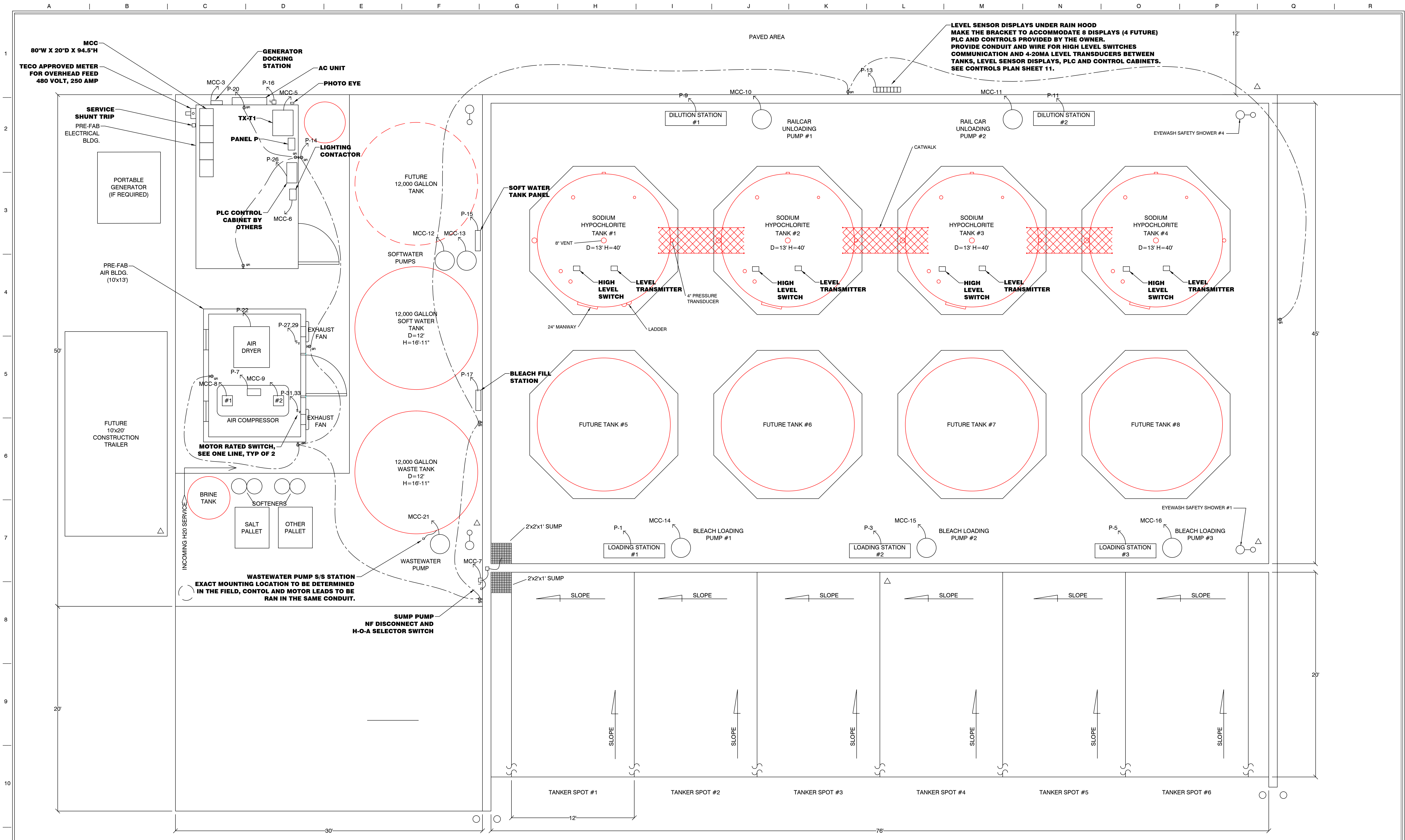
P.E.: John Leedy, P.E.
DWG NO.: 50-037900

NOVEMBER 10, 2016
SCALE: None

SHEET E3







ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL. 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

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License # 45924

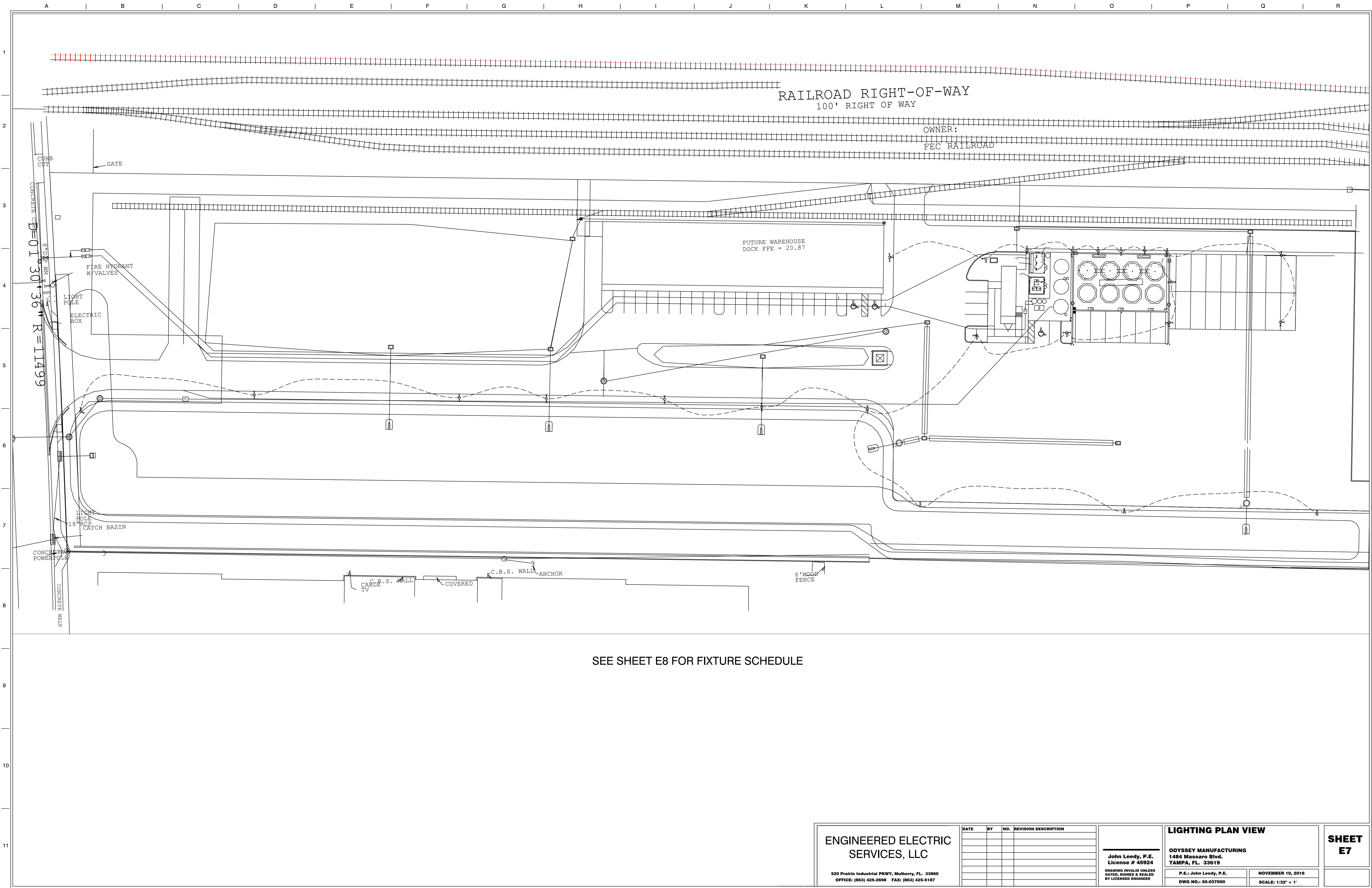
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BY LICENSED ENGINEER

**PARTIAL PLAN VIEW
POWER PLAN**
ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL. 33619

P.E.: John Leedy, P.E.
DWG NO.: 50-037900

NOVEMBER 10, 2016
SCALE: None

**SHEET
E6**



SEE SHEET E8 FOR FIXTURE SCHEDULE

ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL. 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

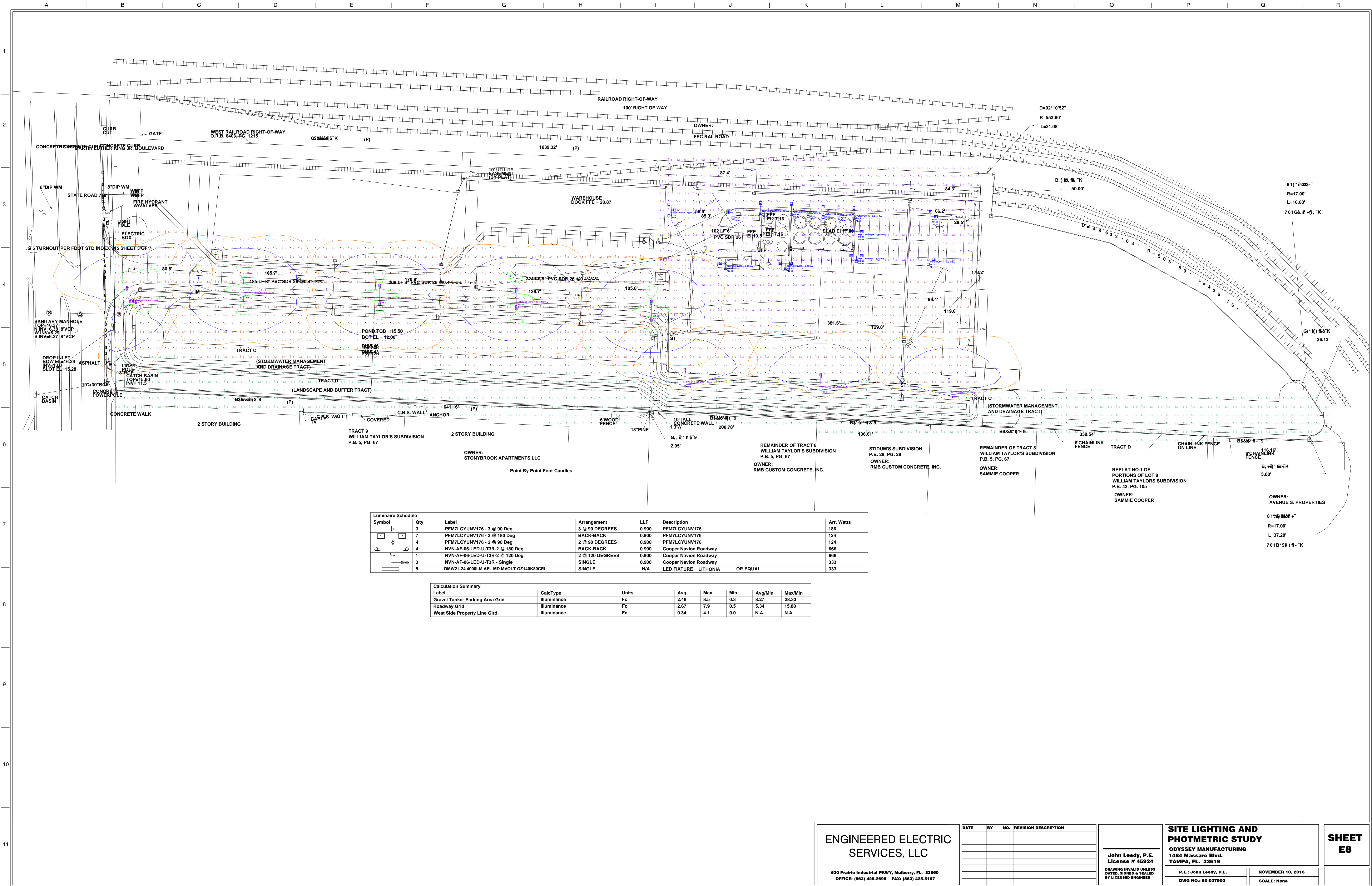
DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924

DRAWING INVALID UNLESS DATED, SIGNED & SEALED BY LICENSED ENGINEER

LIGHTING PLAN VIEW	
ODYSSEY MANUFACTURING 1484 Massaro Blvd. TAMPA, FL. 33619	
P.E.: John Leedy, P.E.	NOVEMBER 10, 2016
DWG NO.: 50-037900	SCALE: 1/32" = 1'

SHEET E7



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
⊞	3	PFM7LCYUNV176 - 3 @ 90 Deg	3 @ 90 DEGREES	0.900	PFM7LCYUNV176
⊞	7	PFM7LCYUNV176 - 2 @ 180 Deg	BACK-BACK	0.900	PFM7LCYUNV176
⊞	4	PFM7LCYUNV176 - 2 @ 90 Deg	2 @ 90 DEGREES	0.900	PFM7LCYUNV176
⊞	4	NVN-AF-06-LED-U-T3R-2 @ 180 Deg	BACK-BACK	0.900	Cooper Navion Roadway
⊞	1	NVN-AF-06-LED-U-T3R-2 @ 120 Deg	2 @ 120 DEGREES	0.900	Cooper Navion Roadway
⊞	3	NVN-AF-06-LED-U-T3R - Single	SINGLE	0.900	Cooper Navion Roadway
⊞	5	DMW2 L24 4000LM AFL MD MVOLT G2140K80CRI	SINGLE	N/A	LED FIXTURE LITHONIA OR EQUAL
					Arr. Watts
					186
					124
					124
					666
					666
					333
					333

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Gravel Tanker Parking Area Grid	Illuminance	Fc	2.48	8.5	0.3	8.27
Roadway Grid	Illuminance	Fc	2.67	7.9	0.5	5.34
West Side Property Line Grid	Illuminance	Fc	0.34	4.1	0.0	N.A.

ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL. 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924

DRAWING INVALID UNLESS
DATED, SIGNED & SEALED
BY LICENSED ENGINEER

SITE LIGHTING AND PHOTOMETRIC STUDY

ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL. 33619

P.E.: John Leedy, P.E.

DWG NO.: 50-037900

NOVEMBER 10, 2016

SCALE: None

SHEET E8

GROUNDING AND BONDING NOTES:

- A. BOND EVERY FOURTH PERIMETER COLUMN TO THE FOUNDATION/FOOTER TO FORM THE BUILDING'S GROUNDING ELECTRODE. UTILIZE BARE 4/0 AWG SOLID COPPER CONDUCTOR AND CADWELD BRAND EXOTHERMIC CONNECTORS BOTH ABOVE AND BELOW GRADE WHEN FORMING THE ELECTRODE SYSTEM. NO SUBSTITUTIONS FOR MATERIAL WILL BE ACCEPTED. PROVIDE MADE ELECTRODES FOR THE UTILITY SERVICE TRANSFORMER AND EMERGENCY GENERATOR AS SHOWN ON THE PROJECT DRAWINGS. MAXIMUM RESISTANCE TO REMOTE EARTH OF THE BUILDING'S GROUNDING ELECTRODE SYSTEM (WITHOUT UTILITY NEUTRAL) SHALL BE 5 OHMS.
- B. BOND THE EQUIPMENT GROUND BUS OF THE SERVICE ENTRANCE EQUIPMENT AND THE GENERATOR'S MADE ELECTRODE DIRECTLY TO THE BUILDING'S GROUNDING ELECTRODE TO FORM A COMMON GROUNDING ELECTRODE SYSTEM. UTILIZE BARE 4/0 AWG SOLID COPPER CONDUCTOR, AND ALL SUB-GRADE CONNECTIONS AND COLUMN CONNECTIONS SHALL BE MADE WITH CADWELD BRAND EXOTHERMIC CONNECTORS. NO SUBSTITUTION ALLOWED. ABOVE GRADE CONNECTIONS SHALL BE WITH THE APPROPRIATE BOLTED OR COMPRESSION CONNECTION.
- C. BOND THE EQUIPMENT GROUNDING BUS OF SEPARATELY-DERIVED SYSTEMS TO A BUILDING COLUMN. COLUMN CONNECTIONS SHALL BE MADE WITH CADWELD BRAND EXOTHERMIC CONNECTORS. NO SUBSTITUTIONS ALLOWED. OTHER ABOVE GRADE CONNECTIONS SHALL BE WITH THE APPROPRIATE BOLTED OR COMPRESSION CONNECTION. REFER TO THE TRANSFORMER WIRING SCHEDULE FOR SIZE OF ELECTRODE CONDUCTOR.
- D. PROVIDE A BONDING JUMPER FOR ANY EQUIPMENT, MOTOR, LUMINAIRE OR DEVICE TO WHICH CURRENT CARRYING CONDUCTORS ARE CONNECTED THAT IS NOT BONDED DIRECTLY TO THE GROUNDING SYSTEM. CONNECT THE BONDING JUMPER TO APPROVED LUGS AND GROUNDING CONDUIT BUSHINGS OR CLAMPS. ALL CONDUIT SHALL CONTAIN AN EQUIPMENT GROUNDING CONDUCTOR PER THE PROJECT DRAWINGS.
- E. ALL GROUNDING OR BONDING CONDUCTORS SHALL BE SIZED AS SHOWN ON THE PROJECT DRAWINGS, AND SHALL BE INSULATED THWN OR XHHW COPPER AS REQUIRED BY ENVIRONMENT WITH A CONTINUOUS GREEN CODING.
- F. PROVIDE SUCH INSULATION RESISTANCE TESTS AS REQUIRED BY THE NEC OR INSPECTION AGENTS, AND OTHER TESTS AS REQUIRED BY THE ENGINEER TO DETERMINE PROPER FUNCTIONING AND CONTINUITY OF THE ELECTRICAL SYSTEMS. ONCE ALL STEEL FOR THE BUILDING IS ERRECTED AND PRIOR TO CONNECTION OF THE UTILITY AND SERVICE-ENTRANCE EQUIPMENT, ELECTRODE RESISTANCE TESTS (PERFORMED IN ACCORDANCE WITH ANSI/IEEE 81) SHALL BE CONDUCTED UNDER THE DIRECTION OF THE ELECTRICAL ENGINEER. PROVIDE ALL APPROPRIATE TEST EQUIPMENT, ELECTRODES AND CONNECTING WIRE FOR THESE TESTS.

FACILITY GROUNDING AND BONDING DIAGRAM

GROUNDING DIAGRAM NOTES:

1. AT THE MAIN SERVICE ENTRANCE AND/OR WHERE EQUIPMENT HAS PREFABRICATED CONCENTRIC KNOCK-OUTS, UTILIZE GROUNDING BUSHINGS WITH CU BONDING JUMPERS PER N.E.C. 250.90, GEC SEE NEC TABLE 250.66 ON THIS SHEET.
2. PROVIDE A MADE ELECTRODE IN THE FORM OF DRIVEN GROUND RODS, BONDED TO THE BUILDING'S GROUNDING ELECTRODE SYSTEM. ALL ELECTRICAL WORK SHALL COMPLY WITH REQUIREMENTS SET FORTH BY LOCAL UTILITY COMPANY.
3. FOR GROUNDED SERVICE CONDUCTOR (NEUTRAL) AND EQUIPMENT GROUNDING CONDUCTORS, SEE SINGLE LINE RISER DIAGRAMS.
4. ALL BONDING CONNECTIONS BELOW GRADE OR OTHERWISE OBSTRUCTED FROM PERIODIC INSPECTION SHALL BE MADE WITH EXOTHERMIC TYPE CONNECTIONS. CADWELD TYPE WITHOUT EXCEPTION.
5. SEE NEC TABLE 250.66 AND 250.122 ON THIS SHEET FOR GROUNDING ELECTRODE CONDUCTOR (GEC) AND EQUIPMENT GROUNDING CONDUCTOR (EGC) SIZES.

NEC TABLE 250.66 GROUNDING ELECTRODE CONDUCTOR, GEC

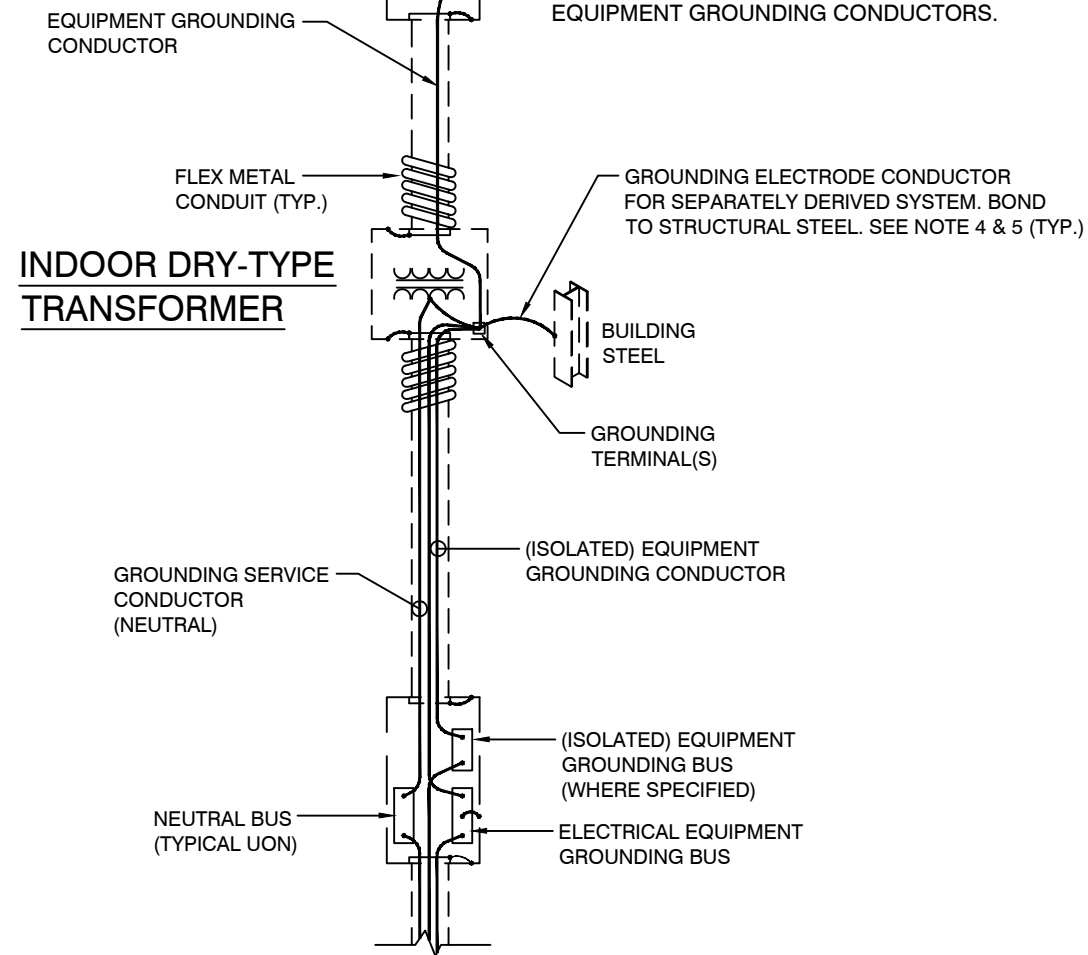
Copper	GEC Size
2 or smaller	8
1 or 1/0	6
2/0 or 3/0	4
Over 3/0 tp 350	2
Over 350 to 600	1/0
Over 600 to 1100	2/0
over 1100	3/0

NEC TABLE 250.122 MINIMUM SIZE EQUIPMENT GROUNDING CONDUCTORS, EGC

Overcurrent Device Setting	Copper EGC Size
15	14
20	12
60	10
100	8
200	6
300	4
400	3
500	2
600	1
800	1/0
1000	2/0
1200	3/0
1600	4/0
2000	250
2500	350
3000	400
4000	500
5000	700
6000	800

TYPICAL PANELBOARD

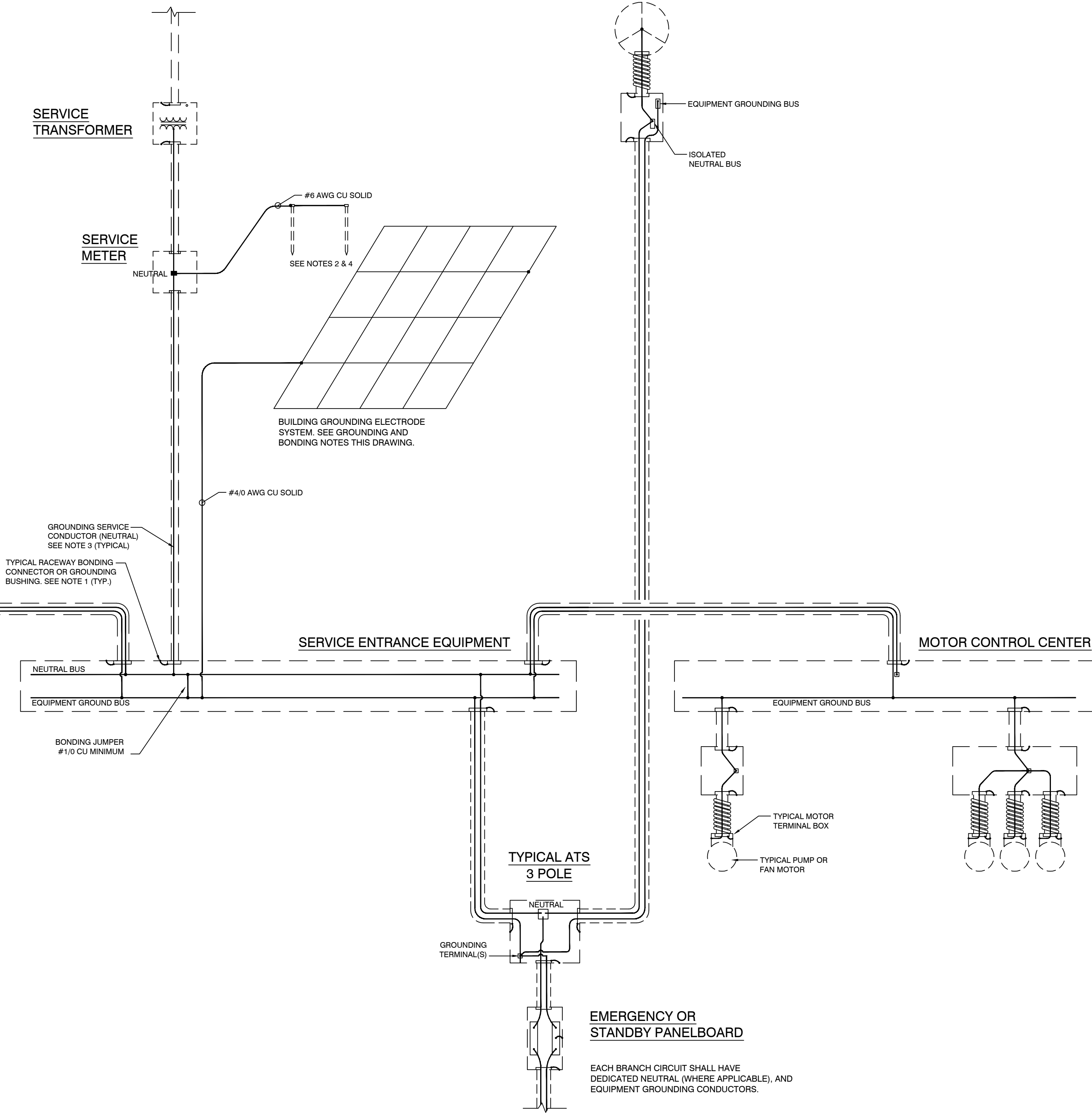
EACH BRANCH CIRCUIT SHALL HAVE DEDICATED NEUTRAL (WHERE APPLICABLE), AND EQUIPMENT GROUNDING CONDUCTORS.



SERVICE TRANSFORMER

SERVICE METER

ENGINE GENERATOR



ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL. 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924
DRAWING INVALID UNLESS DATED, SIGNED & SEALED BY LICENSED ENGINEER

TYPICAL GROUNDING DETAILS


ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL. 33619

P.E.: John Leedy, P.E.
DWG NO.: 50-037900

NOVEMBER 10, 2016
SCALE: None

SHEET E9

TO: Terrence Bailey, City Engineer

FROM: Frank Stallworth, Fire Inspector 561-845-4106. 

DATE: January 26, 2017

SUBJECT: Resubmittal #3 for Site Plan (SP-16-14, SE-1601) Application for Odyssey Manufacturing Co. PCN 56-43-42-32-43-001-0000.

Comments

Riviera Beach Fire Prevention Bureau has received and reviewed the documents for Odyssey Manufacturing. The proposed operation will be storing and distribution of Sodium Hypo-Chlorine, also known as (liquid bleach). Odyssey has stated that no manufacturing of the Sodium-Chlorine will be performed at the 1501 MLK site. Fire Prevention Bureau has the following comments.

1. Private Fire Service Mains and their appurtenances shall come in compliance with NFPA 24. Underground fire service line shall be 8 inch to supply fire hydrants, fire exposures and future fire protection systems.
2. Fire hydrants: hydrant shall be 500 feet between each hydrant.
3. NFPA 1-18.2.3.4: Fire lanes shall be a minimum of 20 feet wide and 13-6 feet in height. Fire lane shall not dead end unless designed with a turnaround at the end.
4. NFPA 704 placards, signage shall be provided on tanks and other locations in the property.
5. NFPA 1-18.2.2.1: Knox Box locking system shall be provided.
6. Material Safety Data (MSDS) documents, shall be available for Fire Service personnel.
7. Provide Life Safety Plan and diagram.
8. The property shall be secure from the public.



MEMORANDUM

To: **Jeff Gagnon, Assistant Director of Community Development**

From: **Leighton Walker – Utilities Engineer**

Date: **January 23, 2017**

Re: **Odyssey Plan Review**

The Utility District Approves the conceptual site plan provided that the comment below is addressed prior to submittal of construction plans:

- Utility District records indicate that there is a valve on the existing 8" water main to serve the property. Verify whether this is existing and revise the plans where necessary to show the water service connection at the valve rather than making a tap on the line.

LCW

PRINCIPALS

Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES

John J. Mitchell, P.E.
Christopher J. Williams, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.

August 3, 2016

VIA E-MAIL

Pat Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619**RE: Riviera Beach Manufacturing Facility Traffic Analysis
McMahon Project No. M16470.01**

Dear Mr. Allman:

McMahon Associates, Inc. (McMahon) has completed a traffic analysis for the development of a parcel of land located at 1500 Dr. Martin Luther King Jr. Boulevard, in the City of Riviera Beach. The site is currently vacant. The proposed development will include a manufacturing facility. The proposed manufacturing building size will be 912 square feet. The following is traffic information in support of a driveway permit application with the Florida Department of Transportation (FDOT).

Project Description

I understand that a manufacturing use is proposed on the site. The site plan includes a single driveway along SR 710/Martin Luther King Jr Boulevard. The driveway will be located approximately 150 feet west of the CSX railroad tracks that are adjacent to the east property line of the site. The driveway will provide right turn in and right turn out access only. As indicated by the Client, the site will be operated by eight (8) trucks, making deliveries throughout the day. Each truck will make its initial delivery leaving the site at 5:00 AM. Each truck will make approximately two (2) deliveries each day.

Trip Generation Analysis

Trip generation estimates were developed for the proposed land use based on rates and/or equations from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. **Table 1** summarizes the daily, AM peak hour trips, and PM peak hour trips for the 912 square foot manufacturing use. These results are less than anticipated for the site.

Therefore, we have prepared a trip generation analysis based on the expected operations of the site. Accordingly, **Table 2** assumes eight (8) trucks per day, making two (2) deliveries each. In addition, we have included two (2) trips per day for the drivers to arrive and depart the facility. This translates to

six (6) trips per day for each truck. Understanding most trips will occur during non-peak hours, including half of the trips occurring before 6:00 AM, this analysis conservatively assumes 10 percent of the daily trip during each of the AM and PM peak hours. This analysis results in 48 total daily trips, five (5) AM peak hour trips, and five (5) PM peak hour trips.

TABLE 1
TRIP GENERATION ANALYSIS - BASED ON ITE RATES
ODYSSEY MANUFACTURING FACILITY TRAFFIC ANALYSIS

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
Manufacturing	140	912 SF	T = 3.82 (X)	50%	50%	2	1	3
AM PEAK HOUR								
Manufacturing	140	912 SF	T = 0.73 (X)	78%	22%	1	0	1
PM PEAK HOUR								
Manufacturing	140	912 SF	T = 0.73 (X)	36%	64%	0	1	1

(1) Source: ITE Trip Generation Manual, 9th Edition

TABLE 2
TRIP GENERATION ANALYSIS - BASED ON PLANNED OPERATIONS
ODYSSEY MANUFACTURING FACILITY TRAFFIC ANALYSIS

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
Manufacturing	140	8 Trucks	6.00	50%	50%	24	24	48
AM PEAK HOUR								
Manufacturing	140	8 Trucks	0.60	50%	50%	3	2	5
PM PEAK HOUR								
Manufacturing	140	8 Trucks	0.60	50%	50%	3	2	5

(1) Source: Owner operations

Project Access Evaluation

Based on the trip generation analysis, no more than five (5) trips per hour are anticipated to be generated by the site during the peak hours. This will have an insignificant impact on SR-710. Also, because the proposed driveway is upstream of the CSX railroad tracks, there will be no traffic impacts relative to the railroad tracks.

Other Explored Access Opportunities

The property is land-locked on all sides except for the north property line along SR-710. I understand that the Client has spoken to the property owner who borders the property to the southwest. That property owner is unwilling to grant access easements.

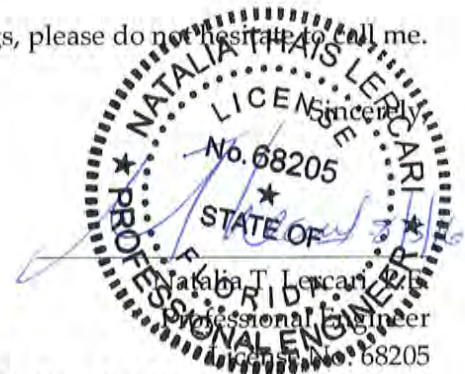
Multi-modal Facility

The multimodal nature of the operations is an important factor providing a positive transportation impact. Based on the operation plan, the materials used for manufacturing will be delivered to the site by freight rail (CSX).

Conclusion

Based on the operation plan and the analysis contained herein, the proposed manufacturing development minimizes vehicular traffic impacts. Furthermore, the traffic impacts that will be created will be insignificant to both the roadway and adjacent railroad.

Should you have any questions or comments regarding these findings, please do not hesitate to call me.



State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908

RTE/amp





Page 1	Page 3
<p style="text-align: center;">CITY OF RIVIERA BEACH PLANNING AND ZONING BOARD</p> <p style="text-align: center;">---</p> <p style="text-align: center;">Thursday, December 15, 2016</p> <p style="text-align: center;">Council Chambers 600 West Blue Heron Boulevard Riviera Beach, Florida</p> <p style="text-align: center;">7:07 p.m. - 9:52 p.m.</p> <p style="text-align: center;">---</p> <p>IN ATTENDANCE:</p> <p>Rena James, Chair Tradrick McCoy, Vice Chair Zedrick Barber, II, Board Member Edward Kunuty, Board Member Margaret Shepherd, Board Member Julius Whigham, Sr., Board Member Lina F. Busby, Assistant City Attorney Mayor Thomas Masters, Ex Officio Member Jeff Gagnon, Assistant Director of Community Development Mario Velasquez, Senior Planner Allison Goldberg, Senior Planner</p>	<p>1 MR. VELASQUEZ: Zedrick Barber, II.</p> <p>2 MR. BARBER: Present.</p> <p>3 MR. VELASQUEZ: Tradrick McCoy.</p> <p>4 VICE CHAIR McCOY: Here.</p> <p>5 MR. VELASQUEZ: Rena James.</p> <p>6 CHAIR JAMES: Here.</p> <p>7 MR. VELASQUEZ: A quorum is present.</p> <p>8 CHAIR JAMES: I'm going to ask that all Board</p> <p>9 Members, we're going need to speak a little louder</p> <p>10 tonight because of the event taking place downstairs.</p> <p>11 And also the public, when you come up, you have a card</p> <p>12 submitted, please speak just a little bit louder so the</p> <p>13 reporter can get all the information that's needed.</p> <p>14 Going to move to item III, additions and</p> <p>15 deletions to the agenda.</p> <p>16 Oh, one moment. Staff, Mario, did you</p> <p>17 recognize the Mayor tonight? And Jeff, do you want to</p> <p>18 do that now?</p> <p>19 MR. GAGNON: Chair James, I think we're on</p> <p>20 the roll call for the Board currently.</p> <p>21 CHAIR JAMES: Yes.</p> <p>22 MR. GAGNON: And we'll have Mayor Masters</p> <p>23 serving as an Ex Officio Member of the Board as well,</p> <p>24 so he can fully participate in the proceedings tonight</p> <p>25 and comment on any items and participate in the</p>
Page 2	Page 4
<p>1 BE IT REMEMBERED that the following Planning</p> <p>2 and Zoning Board meeting was had at Riviera Beach City</p> <p>3 Hall Council Chambers, 600 West Blue Heron Boulevard,</p> <p>4 Riviera Beach, Florida, on Thursday, December 15, 2016,</p> <p>5 beginning at 7:07 p.m., with attendees as hereinabove</p> <p>6 noted, to wit:</p> <p>7 ---</p> <p>8 CHAIR JAMES: Good evening. Call the meeting</p> <p>9 to order. The time is now 7:07 p.m. Just a reminder:</p> <p>10 If you wish to speak on any item on the agenda --</p> <p>11 there's only one -- please complete a pink public</p> <p>12 comment card and provide it to staff. Cards must be</p> <p>13 submitted prior to Board discussions.</p> <p>14 And we'll begin with a moment of silence and</p> <p>15 the Pledge of Allegiance.</p> <p>16 (Moment of silence observed. Pledge of</p> <p>17 Allegiance recited.)</p> <p>18 CHAIR JAMES: We're going to go ahead with</p> <p>19 the roll call.</p> <p>20 MR. VELASQUEZ: Julius Whigham.</p> <p>21 MR. WHIGHAM: Here.</p> <p>22 MR. VELASQUEZ: Margaret Shepherd.</p> <p>23 MS. SHEPHERD: Here.</p> <p>24 MR. VELASQUEZ: Edward Kunuty.</p> <p>25 MR. KUNUTY: Here.</p>	<p>1 discussion.</p> <p>2 CHAIR JAMES: Does he have voting rights?</p> <p>3 MR. GAGNON: I do not believe so, no.</p> <p>4 CHAIR JAMES: Okay. I just wanted you to</p> <p>5 state for the public --</p> <p>6 MAYOR MASTERS: I never have voting rights.</p> <p>7 CHAIR JAMES: Okay, item III, additions and</p> <p>8 deletions to the agenda.</p> <p>9 MR. GAGNON: Yes, tonight under additions and</p> <p>10 deletions, I want to make note that the December 8th</p> <p>11 meeting minutes have been provided in hard copy form to</p> <p>12 the Board. Additionally, that document is available in</p> <p>13 the back of the room in our public reference binder.</p> <p>14 So it's the pleasure of the Board. Staff had asked</p> <p>15 that those minutes also be approved under approval of</p> <p>16 minutes, which is Roman numeral number five on</p> <p>17 tonight's agenda.</p> <p>18 I'd also like to make note of the additional</p> <p>19 document provided from Odyssey, specifically from</p> <p>20 Michael Brown's office, who's representing Odyssey. We</p> <p>21 received correspondence from his law office this</p> <p>22 afternoon at approximately 5:00, so that information</p> <p>23 has been provided to the Planning and Zoning Board.</p> <p>24 Additionally, copies of that information have been</p> <p>25 provided for the public as well, and they have been</p>

Page 5	Page 7
<p>1 placed inside the public reference binder as well.</p> <p>2 That is the end of additions and deletions.</p> <p>3 CHAIR JAMES: Okay, is there a motion?</p> <p>4 VICE CHAIR McCOY: Madam Chair.</p> <p>5 CHAIR JAMES: Yes.</p> <p>6 MR. McCOY: I would like to do disclosures,</p> <p>7 because I have a few of them that I want to make sure</p> <p>8 that I put on the record, if that's allowed.</p> <p>9 CHAIR JAMES: Go ahead.</p> <p>10 VICE CHAIR McCOY: In reference to this item,</p> <p>11 the Odyssey, I've had conversations with Planning and</p> <p>12 Zoning Board staff, as well as staff at the City</p> <p>13 Attorney's Office. Additionally, I've received a</p> <p>14 number of different phone call conversations from</p> <p>15 members of the community regarding this Odyssey</p> <p>16 Manufacturing project.</p> <p>17 CHAIR JAMES: Okay, is that it?</p> <p>18 MR. BARBER: Ms. Chair, I have some</p> <p>19 disclosures I'd like to make as well.</p> <p>20 CHAIR JAMES: Go ahead, Mr. Barber.</p> <p>21 MR. BARBER: I recognize that Michael Brown</p> <p>22 of Brown & Associates is representing the Odyssey</p> <p>23 Manufacturing Company, and I have, or my firm has been</p> <p>24 contracted in the past by Brown & Associates to do some</p> <p>25 work, some legal work. And so for that reason, I think</p>	<p>1 spoken as well to members of the public who approached</p> <p>2 me about this project, just from the grapevine that</p> <p>3 they heard about it, not from any official type of</p> <p>4 notice. And I did also speak with staff about some</p> <p>5 information that I needed. So I'll make that</p> <p>6 disclosure.</p> <p>7 Any other Board Members?</p> <p>8 MR. KUNUTY: I feel kind of left out. I</p> <p>9 wasn't contacted. But there's no other disclosures. I</p> <p>10 move that we adopt the agenda.</p> <p>11 MS. SHEPHERD: Second.</p> <p>12 MR. WHIGHAM: I second.</p> <p>13 CHAIR JAMES: Roll call.</p> <p>14 MR. VELASQUEZ: Julius Whigham.</p> <p>15 MR. WHIGHAM: Yes.</p> <p>16 MR. VELASQUEZ: Margaret Shepherd.</p> <p>17 MS. SHEPHERD: Yes.</p> <p>18 MR. VELASQUEZ: Edward Kunuty.</p> <p>19 MR. KUNUTY: Yes.</p> <p>20 MR. VELASQUEZ: Tradrick McCoy.</p> <p>21 VICE CHAIR McCOY: Yes.</p> <p>22 MR. VELASQUEZ: Rena James.</p> <p>23 CHAIR JAMES: Yes.</p> <p>24 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>25 approved.</p>
Page 6	Page 8
<p>1 it's best that I abstain from voting tonight on the</p> <p>2 issue.</p> <p>3 CHAIR JAMES: So noted. Any other Board</p> <p>4 Members?</p> <p>5 MS. SHEPHERD: I'd like to make a disclosure.</p> <p>6 I, too, have had conversations with members of the</p> <p>7 public, and I just feel that it's important to let the</p> <p>8 community know that I heard you and I thank you.</p> <p>9 MR. GAGNON: If I may, Madam Chair, as well,</p> <p>10 in reference to Mr. Barber's notification of -- his</p> <p>11 notification of disclosure, historically, it might</p> <p>12 be -- this is staff's suggestion. I'll leave this up</p> <p>13 to the Board Member, but it might be best practice for</p> <p>14 that Member to actually leave the dais during</p> <p>15 discussion and not participate in the conversation if</p> <p>16 you do perceive there is a conflict. Otherwise, there</p> <p>17 could be discussions that may be influenced by</p> <p>18 contributions from you. And I've seen best management</p> <p>19 practice historically that if you wish to recuse</p> <p>20 yourself from that, that you do step down from the</p> <p>21 dais.</p> <p>22 MR. BARBER: I think that would be the best</p> <p>23 option for me, so I will recuse myself and step down.</p> <p>24 CHAIR JAMES: Thank you, Mr. Barber.</p> <p>25 Okay, I'm going to make a disclosure. I have</p>	<p>1 CHAIR JAMES: We're going to move to approval</p> <p>2 of the minutes from the December 8th meeting.</p> <p>3 VICE CHAIR McCOY: Move to approve, with the</p> <p>4 necessary changes, Madam Chair.</p> <p>5 CHAIR JAMES: Is there a second?</p> <p>6 MS. SHEPHERD: Second.</p> <p>7 (Whereupon, Mr. Barber exited the chambers.)</p> <p>8 CHAIR JAMES: It's been properly motioned and</p> <p>9 seconded; Mr. McCoy and seconded by Mrs. Shepherd.</p> <p>10 Roll call.</p> <p>11 MR. VELASQUEZ: Julius Whigham.</p> <p>12 MR. WHIGHAM: Yes.</p> <p>13 MR. VELASQUEZ: Margaret Shepherd.</p> <p>14 MS. SHEPHERD: Yes.</p> <p>15 MR. VELASQUEZ: Edward Kunuty.</p> <p>16 MR. KUNUTY: Yes.</p> <p>17 MR. VELASQUEZ: Tradrick McCoy.</p> <p>18 VICE CHAIR McCOY: Yes.</p> <p>19 MR. VELASQUEZ: Rena James.</p> <p>20 CHAIR JAMES: Yes.</p> <p>21 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>22 approved.</p> <p>23 CHAIR JAMES: Unfinished business. There is</p> <p>24 none.</p> <p>25 So before we start with the new business,</p>

<p style="text-align: right;">Page 9</p> <p>1 just going to go through the rules of decorum governing 2 public conduct in the official meetings in the City of 3 Riviera Beach. There is no talking during the 4 meetings. Impertinent remarks are prohibited, meaning 5 rude or irrelevant. Please turn off your cell phones. 6 Obscene or insulting language is also prohibited. No 7 food or beverages are allowed. Do not approach the 8 dais. Use the public comment cards. And we do have a 9 security guard here who will act as the sergeant at 10 arms. There are penalties for not following the rules, 11 and then ultimately, removal from the meeting. 12 I just wanted to review that with everyone 13 present. I'm glad to see a full house. And with that 14 being said, we'll move into new business. 15 MR. GAGNON: Thank you, Madam Chair. And 16 also, I think you previously mentioned the fact that if 17 anyone here tonight wishes to speak on the item, that 18 they have to fill out a pink comment card. So now 19 would be the time to fill that out and provide that to 20 staff, and we'll provide that to the Board so during 21 the public comment section you'll have the opportunity 22 to speak on the item as well. If you wish to submit 23 the card and then change your mind after presentation, 24 that's fine as well. However, historically we've asked 25 that the cards be submitted prior to the item being</p>	<p style="text-align: right;">Page 11</p> <p>1 West 8th Street, east of 1555 Dr. Martin Luther King, 2 Jr. Boulevard, which is known as the Stonybrook 3 Apartments, and west of 1489 Dr. Martin Luther King, 4 Jr. Boulevard, which is the current Tropical Shipping 5 facility, and providing for an effective date. 6 So at this point, I'll transition into staff 7 presentation, and please let me know if you can't hear 8 any part of the presentation because of the other 9 sounds that are currently present. 10 Again, this is the title that was just read 11 into the record. And as a summary of the presentation, 12 staff will show the Board and audience a location map, 13 an aerial image of the property in question. We'll 14 show current site photos that were taken yesterday. 15 The site plan proposal will be shown, as well as a 16 landscape plan proposal. Odyssey was kind enough to 17 provide photos of a similar facility that's currently 18 under construction. We'll show those photos as well, 19 and then we'll delve into the specific staff report and 20 get into those details. 21 So currently shown on the screen is the 22 subject area. This was provided as part of the public 23 mail-out proposal. This is the main parcel, and there 24 are two very slender parcels located to the west as 25 well that also are part of this project proposal.</p>
<p style="text-align: right;">Page 10</p> <p>1 read into the record, so now would be the time. 2 CHAIR JAMES: That is correct. And we do 3 have a three minute rule for the comment cards, so once 4 you come up to the microphone, the clock will start. 5 MR. GAGNON: Yes, and before I read the 6 actual agenda title, I just wanted to give a briefing 7 on the procedure for tonight. So we'll have a staff 8 presentation. We'll have the opportunity for the 9 applicant to provide a presentation as well. And then 10 we can open up for either public comments or Board 11 comments. 12 So under new business tonight, we have one 13 item. It's item letter A: A resolution of the City 14 Council of the City of Riviera Beach, Palm Beach 15 County, Florida approving the site plan and special 16 exception application from Odyssey Manufacturing 17 Company for the construction of a bleach storage and 18 distribution facility, including eight 40,000 gallon 19 storage tanks in development phase one, and a future 20 11,250 square foot refrigerated warehouse in 21 development phase two, and a future material storage 22 area within development phase three, on a 7.1 acre 23 vacant parcel of land known by Parcel Control Number 24 56-43-42-32-43-001-0000, located on the south side of 25 Dr. Martin Luther King, Jr. Boulevard, also known as</p>	<p style="text-align: right;">Page 12</p> <p>1 So here's an aerial image of the site. 2 Dr. Martin Luther King, Jr. Boulevard is to the north. 3 Tropical to the east, and Stonybrook is to the west. 4 So these photos -- and I'm going to go back 5 to the previous screen. The photos that will be shown 6 were taken from the roadway median on Dr. Martin Luther 7 King, Jr. Boulevard, and I'll give you a brief 8 description of the angle of the shots as I move through 9 the photos. 10 So this is taken facing in the east 11 direction. You can see Tropical Shipping. You can 12 also see the vacant parcel of land which is the current 13 site that's being discussed tonight. 14 This photo is northeast. You can see the 15 current operations utilizing the rail line. I believe 16 it is a transfer type of facility as well. I think 17 they have aggregates and gravel, things of that nature. 18 This shot is facing northwest. You can see 19 the canal running north and also the residential 20 community, which is in the 9th Street area. 21 This is facing west down MLK, Jr. Boulevard. 22 This is facing southwest. You again can see 23 the roadway, as well as the Stonybrook Apartments. 24 And this is facing south. You can see clear 25 through the parcel itself, vacant parcel, and</p>

<p style="text-align: right;">Page 13</p> <p>1 Stonybrook Apartments is to the right of your screen.</p> <p>2 This is another photo facing south. You can</p> <p>3 see the Tropical development on the west side of your</p> <p>4 screen and the vacant parcel, which is due south.</p> <p>5 So this is the site plan that's currently</p> <p>6 proposed. An 11 by 17 copy was provided in your backup</p> <p>7 packet, and it's also been provided to the general</p> <p>8 public within packets available in hard copy form.</p> <p>9 The orientation, it's important to note that</p> <p>10 the north arrow is to the left side of the site plan.</p> <p>11 So the area that the photos were taken from would be at</p> <p>12 this location along MLK, and were taken in a radius</p> <p>13 around the site. However, once again, this is MLK.</p> <p>14 This would be east, this would be west, and this is the</p> <p>15 north arrow on the left side of the screen.</p> <p>16 So the development proposal, which is</p> <p>17 discussed more in the staff report that's also been</p> <p>18 provided as backup material, it proposes development of</p> <p>19 this location in three phases. The first phase is the</p> <p>20 actual bleach transfer and storage facility, which is</p> <p>21 located in this area on site. You can see the eight</p> <p>22 40,000 gallon storage tanks in this area. There's also</p> <p>23 a mobile -- not mobile, excuse me -- an office</p> <p>24 development at this part of the site.</p> <p>25 The future phase two is proposed in this</p>	<p style="text-align: right;">Page 15</p> <p>1 location.</p> <p>2 And to go back to the northern portion of the</p> <p>3 site, there are rail lines that exist in this area.</p> <p>4 And part of the development plan includes an additional</p> <p>5 rail line that will run along the east side of the</p> <p>6 property, which is an essential part of the bleach</p> <p>7 distribution component of the business.</p> <p>8 So here are the two site photos of the</p> <p>9 current facility that is currently under construction.</p> <p>10 The tank structures that you see present in the photo</p> <p>11 will be similar to those being proposed during</p> <p>12 tonight's proposal.</p> <p>13 It's unfortunately very difficult to see with</p> <p>14 the resolution on the screen, however, hard copies were</p> <p>15 provided in the backup material, as well as digital</p> <p>16 copies of the photos were sent out in the meeting</p> <p>17 packet as well. So hopefully, everyone was able to see</p> <p>18 the higher quality photos that were provided</p> <p>19 previously. This is a similar facility that would be</p> <p>20 relatable to the phase one development proposal that</p> <p>21 we're reviewing tonight.</p> <p>22 At this point, I would go into the staff</p> <p>23 report. Again, I wanted to go through the specific</p> <p>24 staff report that was presented. I didn't want to try</p> <p>25 to take out individual pieces and put them in a</p>
<p style="text-align: right;">Page 14</p> <p>1 area, which is a warehouse use. What's been currently</p> <p>2 proposed in this future phase is bleach bottling</p> <p>3 potentially, storage as well. I'm sure the applicant</p> <p>4 will expand upon that within their presentation.</p> <p>5 And the third and final phase is towards the</p> <p>6 south side of the parcel, and that is currently</p> <p>7 proposed for storage of goods or equipment, potentially</p> <p>8 with an agreement from one of the adjacent property</p> <p>9 owners.</p> <p>10 So the landscape plan has been provided in</p> <p>11 two segments. So if you reference the site plan, we're</p> <p>12 just looking at the landscape plan divides the site in</p> <p>13 half. And the first section will be the northern</p> <p>14 portion of the site, and the second section will be the</p> <p>15 southern portion.</p> <p>16 So this is the northern portion of the site.</p> <p>17 This is the main ingress and egress point. This is an</p> <p>18 existing retention area that will be expanded.</p> <p>19 Stonybrook Apartments are located above here, and</p> <p>20 Tropical Shipping is in this area.</p> <p>21 So this is the southern portion of the site,</p> <p>22 and you can see the landscape buffer on the west side</p> <p>23 of the property. And also, now there is no landscape</p> <p>24 buffer proposed along the railway itself. And I didn't</p> <p>25 mention there is rail lines that exist in this</p>	<p style="text-align: right;">Page 16</p> <p>1 PowerPoint because I thought it was important that we</p> <p>2 maintained continuity throughout the review of the</p> <p>3 project itself. So I may skip over some of the more</p> <p>4 repetitive portions of the application or of the staff</p> <p>5 report, but if Board Members have any specific</p> <p>6 questions, please don't hesitate to stop me.</p> <p>7 So again, the applicant is Odyssey</p> <p>8 Manufacturing Company. And they're proposing a site</p> <p>9 plan and special exception approval for the</p> <p>10 construction of a bleach storage and distribution</p> <p>11 facility. And that's specifically identified as</p> <p>12 warehouse and storage uses within the general</p> <p>13 industrial zoning district of the City's Code of</p> <p>14 Ordinances.</p> <p>15 The three parcels in question are identified</p> <p>16 here. The three PCNs are provided. Again, the size of</p> <p>17 the property is provided. It's currently vacant. The</p> <p>18 zoning is general industrial, and the future land use</p> <p>19 is industrial as well.</p> <p>20 The adjacent property description and uses I</p> <p>21 touched upon during our staff presentation previously</p> <p>22 when we looked at the site plan, so please let me know</p> <p>23 if you have any other questions in regards to that.</p> <p>24 So the background summary, Odyssey</p> <p>25 Manufacturing Company submitted an application for site</p>

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<p>1 plan and special exception approval. And again, it's a 2 three phase development approach. 3 Phase one is for eight 40,000 gallon storage 4 tanks, to hold 320,000 gallons stored on site. There's 5 no proposal for manufacturing bleach at this location, 6 so although the company's name is Odyssey Manufacturing 7 Company, I wanted to make the point known that there is 8 no manufacturing of bleach proposed at this location. 9 There is an off-site location that Odyssey currently 10 has where they do manufacture bleach, which I believe 11 is in Tampa, and again, the applicant can expand more 12 upon that during their presentation. But I did want to 13 make that very clear for the record, that there is no 14 proposed manufacturing of bleach at this site. 15 Operationally, the bleach that has already 16 been manufactured would come in by rail, and it would 17 be stored on site and be transported out through a 18 tanker truck. So from that location, it would be a 19 distribution point, and the tanker trucks would provide 20 it to regional customers in the southeast area of 21 Florida. 22 Just for the record, I did provide Code 23 Section 31-62, which is standards for granting special 24 exceptions. That's within the packet, and that's 25 identified in the code as far as Planning and Zoning's</p>	<p>1 the site, it's currently available through Dr. Martin 2 Luther King, Jr. Boulevard, and Odyssey has agreed to 3 add pedestrian striping on the crosswalk connecting the 4 existing sidewalk adjacent to the property. That came 5 about due to a staff comment, being that we know 6 there's pedestrian activity in the area. Specifically, 7 there's schools in the area, so we knew it was 8 important to maintain that designated crosswalk and 9 make sure that there was one in place. 10 Letter (b) is off-street parking and loading 11 areas. The development proposal really currently 12 doesn't propose much parking in the way of either 13 pedestrian parking for a typical automobile that would 14 just be seen on the roadway every day, nor have they 15 really proposed any sort of voluminous amount of 16 storage for tanker trucks either. So we feel as if the 17 off-street parking and loading areas have been reviewed 18 and they do meet the City's code requirements. 19 Letter (c) is refuse and service areas. So 20 it has been directed from the applicant to make sure 21 the six foot high masonry wall has been provided around 22 the trash receptacle that's on the site, so staff feels 23 as if that has also been met. 24 Letter (d), which is utilities, including 25 such considerations as hook-in locations and</p>
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<p>1 role and duties associated with any sort of special 2 exception. 3 So within the back of the documentation, 4 there were multiple items that the development team and 5 City staff have been working through. There are a few 6 outstanding questions that haven't been completely 7 satisfied, or they still remain open. Those have been 8 identified in correspondence that's been provided to 9 the Board, and I believe the letter was dated 10 December 7th, 2016. 11 I believe that the letter received by staff 12 today around 5:00 from Mr. Brown's office was in 13 response to that documentation. However, at this time 14 City staff hasn't had the opportunity to review it 15 fully. So again, the applicant will have the 16 opportunity to expand upon that correspondence during 17 their presentation phase. 18 So I want to get into the specific special 19 exception analysis portion of the staff report. The 20 special exception analysis portion, again, is taken 21 directly from the City's Code of Ordinances, and each 22 item has been identified in the code. So staff has 23 gone in and responded to that specific requirement of 24 the City's code. 25 So letter (a), which is ingress and egress to</p>	<p>1 availability and compatibility of utilities for the 2 proposed use or structure, utilities are currently 3 available in the area, and they'll be available to the 4 site, and we'll ensure that they're properly connected 5 moving forward. 6 Letter (e), screening, buffering and 7 landscaping, including consideration of such relevant 8 factors as type, dimensions and character to preserve 9 and improve compatibility and harmony of use in 10 structures between the proposed special exception and 11 the uses and structures of adjacent and nearby 12 properties and properties generally in the district. 13 So upon staff review of that screening and 14 buffering requirement, staff believes that there's 15 still an opportunity that exists to include additional 16 buffering, specifically on the west side of the site, 17 especially due to the fact that there is no landscape 18 buffer provided along the rail spur which exists on the 19 east side of the property and south side of the site. 20 So staff feels that is still somewhat open and that the 21 western buffer could be improved. That was detailed 22 more within the December 7th correspondence that was 23 provided in the backup. 24 Letter (f), signs or outside displays. 25 Currently no freestanding sign is proposed on site.</p>

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<p>1 Also, a lighting plan has been provided, and that's</p> <p>2 demonstrated adequate site lighting and that there will</p> <p>3 be no light trespass coming from the property.</p> <p>4 Letter (g), required yards and open spaces.</p> <p>5 Adequate yard and open spaces have been provided and</p> <p>6 proposed in accordance with the City's Code of</p> <p>7 Ordinances.</p> <p>8 Letter (h) is other applicable requirements,</p> <p>9 such as those found in Section 31-481 and following</p> <p>10 sections, 31-566 and 21-596, also with following</p> <p>11 sections. Within the same letter that was referenced</p> <p>12 previously, the December 7th letter, there were open</p> <p>13 staff concerns in regards to a third party analysis, or</p> <p>14 the potential for a third party analysis to ensure that</p> <p>15 everyone was on stable ground and to ensure that</p> <p>16 there's enough information provided to the general</p> <p>17 public to make everyone very comfortable with the</p> <p>18 project moving forward. Specifically, there was a</p> <p>19 request for analysis of potential environmental</p> <p>20 impacts, building and fire code analysis, and also</p> <p>21 sound and noise impacts. And that's still an open</p> <p>22 staff comment.</p> <p>23 So staff's project recommendation: City</p> <p>24 staff advises that the Planning and Zoning Board review</p> <p>25 and consider all information presented and provide a</p>	<p>1 staff to approve future amendments to this site plan</p> <p>2 administratively, so long as the site plan does not</p> <p>3 deviate greater than five percent from the originally</p> <p>4 approved site plan.</p> <p>5 Number six -- and again, from six to 11,</p> <p>6 these are more site specific conditions of approval.</p> <p>7 Number six is that a unity of title is</p> <p>8 required prior to the issuance of a Certificate of</p> <p>9 Occupancy or a Certificate of Completion for this</p> <p>10 project. And the specific parcel numbers are included</p> <p>11 in the staff report.</p> <p>12 Number seven, on-site rail use or rail</p> <p>13 service, including the addition or removal of railcars</p> <p>14 from this site, shall occur only during daytime hours,</p> <p>15 which is from 7 a.m. to 8 p.m., and shall be prohibited</p> <p>16 during nighttime hours from 8 p.m. to 7 a.m.</p> <p>17 Number eight, activity on this property which</p> <p>18 results in offensive noise, which is defined within</p> <p>19 City Code Section 11-141 and other sections following,</p> <p>20 shall be discontinued during the time between 8 p.m.</p> <p>21 and 7 a.m.</p> <p>22 Condition number nine is tanker trucks may</p> <p>23 actively transport bleach from this location, however,</p> <p>24 tanker trucks shall not be utilized for long-term</p> <p>25 storage of bleach or other material on site. That</p>
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<p>1 recommendation to the City Council. If the Planning</p> <p>2 and Zoning Board chooses to recommend approval, City</p> <p>3 staff recommends including the following conditions of</p> <p>4 approval. I'll mention some are typical conditions of</p> <p>5 approval that have been placed on all site plans moving</p> <p>6 forward, which are more stringently defined within our</p> <p>7 code, and others are more site specific that are</p> <p>8 currently proposed.</p> <p>9 To quickly go through the standard</p> <p>10 conditions, number one is a two year landscape</p> <p>11 performance bond for 110 percent of the value of</p> <p>12 landscaping and irrigation.</p> <p>13 Number two, construction and landscaping</p> <p>14 improvements must be initiated within 18 months of the</p> <p>15 effective date of this resolution in accordance with</p> <p>16 Section 31-60(b) of the City's Code of Ordinances.</p> <p>17 Number three, all future advertising must</p> <p>18 state that the development is located in the City of</p> <p>19 Riviera Beach.</p> <p>20 Number four, once approved, this resolution</p> <p>21 shall supersede any previous site plan approval</p> <p>22 resolutions associated with this property, causing</p> <p>23 previous site plan approval resolutions to be null and</p> <p>24 void.</p> <p>25 Number five, City Council authorizes City</p>	<p>1 specific condition was placed so that tanker trucks</p> <p>2 couldn't be utilized as additional storage devices, so</p> <p>3 that any sort of storage would be occurring within the</p> <p>4 actual storage containers that were part of this</p> <p>5 proposal. So that was at least some sort of</p> <p>6 understanding of the total amount of bleach that was to</p> <p>7 be stored on site in accordance with the proposal.</p> <p>8 Number ten, the eight 40,000 gallon storage</p> <p>9 tanks proposed shall only be utilized for the</p> <p>10 storage of bleach and no other material or substance.</p> <p>11 Number 11, approval of any future expansion</p> <p>12 request of the on-site bleach storage capacity of</p> <p>13 this facility shall require an additional special</p> <p>14 exception approval. Once again, currently there are</p> <p>15 eight 40,000 gallon storage tanks, with 320,000 gallons</p> <p>16 total storage capacity.</p> <p>17 So that ends my staff presentation, and if it</p> <p>18 pleases the Board, we'll have the applicant present</p> <p>19 their item to the Board as well.</p> <p>20 CHAIR JAMES: The applicant can come forward.</p> <p>21 MR. BROWN: Madam Chair, I'm Michael Brown.</p> <p>22 I'm attorney for the applicant. And with your</p> <p>23 permission, I'd like to make a brief statement and then</p> <p>24 call my client up to make a presentation.</p> <p>25 CHAIR JAMES: Go ahead.</p>

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1 MR. BROWN: Again, I'm Michael Brown, and I
2 have been retained by Odyssey to assist them in this
3 application.

4 Earlier, or this afternoon, late today I
5 provided Mr. Gagnon with a letter which outlines some
6 of the really legal issues that I think are important
7 that I want to make a part of the record.

8 In my letter, and I know I got it in late and
9 I know he has to respond to it, has to -- needs some
10 time to respond to it, but I pointed out that based
11 upon the proposed operation, and based upon federal
12 law -- my client's operation deals significantly with
13 the shipment over the U.S. railways. And there is a
14 federal law that was passed in 1995 that basically puts
15 any business that's integrally related to railroad
16 service in the jurisdiction of the Federal Railway
17 Service Agency. With that, local -- State and local
18 governments do have, still have a limited amount of
19 jurisdiction regarding this type of operation,
20 specifically as it relates to health and safety issues.

21 The law is pretty clear, and I've provided a
22 memo to this attorney. It came -- and I realize she
23 hasn't had a chance to review it, and I'm sure between
24 now and hopefully the 21st, they will review it and
25 have a response to it.

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1 And I say this, Madam Chair, because I want
2 to make sure it's clear on the record that my client's
3 participation in this process is in no way waiving any
4 rights or protections it has under the federal statute.

5 It is participating in this process and will
6 agree and is authorized to agree under the statute to
7 some of the issues that have been addressed on the site
8 plan conditions of approval. For example, issues
9 regarding landscaping, driveway cuts and those types of
10 things are, in my view, retained by the local or State
11 municipality. But issues pertaining to the shipment of
12 the rail, the rail service, the products, when the
13 trains come, when they leave, that is a federal issue
14 that is exempt from local regulation.

15 So even though there are some issues that my
16 client has agreed to and discussed with the City, at
17 the same time, my client is not waiving the right to
18 rely upon the federal statute by participating in this
19 procedure.

20 The only thing I want to point out, and then
21 I'll sit down, as you all know, Dr. Martin Luther King
22 Boulevard is near completion now. And there are many
23 people who fought for the last 20, 25 years to force
24 the State to make that road safer and widen it, because
25 it's always been Port Road. We know it as 8th Street

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1 and Port Road.

2 And so that construction is nearly completed
3 now, and as that construction is nearly completed, the
4 purpose of the widening and making the road safer was
5 the recognition that a significant amount of the
6 property that's along Dr. Martin Luther King, Jr.
7 Boulevard, particularly leading into the Port, is zoned
8 for industrial use. And this type of proposed use is
9 exactly the type of use that industrial zoning
10 contemplates, and it's also the type of use that the
11 code contemplates.

12 Mr. Gagnon pointed out in the pictures that
13 he had up there it's adjacent to Stonybrook on the
14 west, where, unfortunately, you had a residential
15 property back in the late seventies, early seventies
16 that was a residence that was built in an industrially
17 zoned area. But to the east, he pointed out the
18 Tropical warehouses then to the east, just across the
19 tracks.

20 And so the point, as I want to remind people,
21 I know there's been a lot of questions that have been
22 raised about this. I just want to remind them that it
23 is on the main road for the Port. It is a use that is
24 consistent with zoning and land use.

25 The special exception requirement that

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1 Mr. Gagnon mentioned, yes, it is a requirement under
2 the code. But I point out that under the federal law,
3 a warehouse is defined as the type of activity that is
4 also regulated by the federal government agency. And
5 therefore, it is my opinion and view that the City --
6 that my client does not have to obtain a special
7 exception, because this project and operation is
8 integrally involved with the railroad, and therefore,
9 it's regulated by the federal government.

10 VICE CHAIR McCOY: Madam Chair, I want to
11 interrupt him.

12 CHAIR JAMES: Go ahead, you --

13 VICE CHAIR McCOY: Mr. Brown, can you just
14 repeat that back again, the preemption part about that
15 this doesn't happen to fall in the City's code, it
16 doesn't require a special exception?

17 MR. BROWN: All right. And again, I know you
18 all have your attorney, and I'm not -- and in fairness
19 to her, I got her the memo late this afternoon, so I
20 mean I'm sure she will advise you in due time or have
21 her own comments regarding. But in this, my
22 presentation is from my legal opinion and assessment
23 and on behalf of my client.

24 In 1995 Congress passed -- railroads have
25 been regulated by the federal government since --

7 (Pages 25 to 28)

<p style="text-align: right;">Page 29</p> <p>1 VICE CHAIR McCOY: Specifically the part that</p> <p>2 you spoke about the warehouse --</p> <p>3 MR. BROWN: Yes.</p> <p>4 VICE CHAIR McCOY: -- not the railway, but</p> <p>5 the warehouse was defined under the federal code, you</p> <p>6 said.</p> <p>7 MR. BROWN: Correct. Because the definition</p> <p>8 of a railroad and railroad services under the federal</p> <p>9 law includes a warehouse. When Congress passed a</p> <p>10 law -- and I mentioned it in the letter that I sent to</p> <p>11 Mr. Gagnon. I think he included it with the documents</p> <p>12 that he gave to you all. There's a definition that's</p> <p>13 listed in the statute, because the statute is very</p> <p>14 comprehensive. It was passed for the purpose of</p> <p>15 providing business for the railroads.</p> <p>16 And one of the things that it lists that</p> <p>17 falls under the statute is a railroad. It also lists</p> <p>18 equipment, any equipment that's used or utilized by a</p> <p>19 railroad, any equipment that's used on property</p> <p>20 pertaining to the shipment on rail.</p> <p>21 So for example, the rail that my client will</p> <p>22 have to construct on its property, that's rail</p> <p>23 equipment. The machinery that my client would have to</p> <p>24 use to move the tanks on his property, that's covered</p> <p>25 by the statute. So anything that pertains to that is</p>	<p style="text-align: right;">Page 31</p> <p>1 that that business depends significantly on rail</p> <p>2 service in some fashion. Yes, it is not subject to, in</p> <p>3 my opinion, local -- in my legal opinion, it is not</p> <p>4 subject to regulation by a local government. And</p> <p>5 again, your lawyer, of course, will have -- they'll</p> <p>6 review it and will advise you. That is my legal</p> <p>7 opinion and based upon what's in the memo. And so</p> <p>8 based upon that, going forward, we're still here,</p> <p>9 obviously, to go forward. I just wanted to make sure</p> <p>10 that that was stated.</p> <p>11 The other thing I want to point out is that</p> <p>12 I've heard a lot of information and chatter about this</p> <p>13 as well. As you all know, I have not spoken to any of</p> <p>14 you all about this directly or personally. But I also</p> <p>15 know that there's been a lot of incorrect information</p> <p>16 passed around. This is bleach. This is the same</p> <p>17 bleach that you use in your home. This is not gas.</p> <p>18 This is not chlorine. This is bleach. And so to the</p> <p>19 extent that anyone thinks otherwise, it's not true.</p> <p>20 And the final thing I want to say before I</p> <p>21 call my client up, I've heard a lot of questions as to</p> <p>22 why is it that this issue was brought at this time,</p> <p>23 this late or what have you. I just want to point out</p> <p>24 that, of course, a client or a movant can't move until</p> <p>25 they get scheduled and get processed through the</p>
<p style="text-align: right;">Page 30</p> <p>1 regulated by the federal government.</p> <p>2 And again, one of those items that they</p> <p>3 identify that's regulated by the federal government is</p> <p>4 a warehouse. In my view, it's that in my opinion and</p> <p>5 legally, I think the case law will bear this out, and</p> <p>6 in time I'm confident that the City will have its own</p> <p>7 opinion on it. But because Congress identified in this</p> <p>8 very broad way the practices that are regulated, that</p> <p>9 warehouse can be constructed because my client's</p> <p>10 business depends on a rail service. And because</p> <p>11 Congress has preempted that area of the law, then my</p> <p>12 opinion is the City of Riviera Beach cannot require</p> <p>13 them to obtain a special exception, because Congress</p> <p>14 has exempted that.</p> <p>15 VICE CHAIR McCOY: Madam Chair, a follow-up</p> <p>16 question.</p> <p>17 CHAIR JAMES: Go ahead.</p> <p>18 VICE CHAIR McCOY: So what you're saying to</p> <p>19 us, in essence, is that any property that's a warehouse</p> <p>20 that's serviced by a rail is not subject to the local</p> <p>21 jurisdiction?</p> <p>22 MR. BROWN: That is correct.</p> <p>23 VICE CHAIR McCOY: Okay, that's it.</p> <p>24 MR. BROWN: That is service -- let me make it</p> <p>25 clear. It's a property that's a part of a business in</p>	<p style="text-align: right;">Page 32</p> <p>1 system.</p> <p>2 And I know that my client, although I've only</p> <p>3 been retained recently, that they started on this</p> <p>4 process in July of this year. They had initial</p> <p>5 conversations in 2015, but the first submittals and the</p> <p>6 information and contact with the City was in July of</p> <p>7 2016. And so I know that City staff is busy and</p> <p>8 overworked. It was through no effort -- not dilatory</p> <p>9 effort -- it was not our issue that it got delayed to</p> <p>10 this point. We were just working within the process.</p> <p>11 And with that, I'd like to bring --</p> <p>12 CHAIR JAMES: I just have one question for</p> <p>13 you, Mr. Brown, before you leave. Why was this letter</p> <p>14 submitted at 5:09 p.m. this evening?</p> <p>15 MR. BROWN: Well, because, one, I'm a one</p> <p>16 person office, number one. Number two --</p> <p>17 CHAIR JAMES: You only have one person in</p> <p>18 your staff?</p> <p>19 MR. BROWN: Correct. I'm primarily myself.</p> <p>20 Brown & Associates is Michael Brown at this time.</p> <p>21 Number two, the letter was really -- I could have</p> <p>22 waited and just presented whatever's in the letter</p> <p>23 here.</p> <p>24 CHAIR JAMES: Well, I'm asking because</p> <p>25 staff's letter was dated December 7, and that was last</p>

<p style="text-align: right;">Page 33</p> <p>1 week. So you had a week to kind of get the 2 information. And this was pushed, and that's why we're 3 having a special meeting tonight to hear this. So I'm 4 just kind of wondering why staff didn't get this more 5 in a time sensitive manner so they would have had time 6 to review it.</p> <p>7 MR. BROWN: Well, normally -- and I 8 understand your question. Normally when staff wrote 9 its December 7th letter, that's the last letter. 10 Normally there wouldn't be a letter back in response to 11 that letter.</p> <p>12 And as I started researching and got up to 13 speed on the brevity of -- or the breadth of the 14 federal regulations and rules and regulations, I 15 decided to put together a letter back to the staff and 16 to inform them, albeit, two hours before the meeting. 17 I could have waited and just came in tonight and said 18 here's what I'm discussing. And so it was really just 19 a function of my office getting the letter back to them 20 at that time. That's the quickest I could get it back 21 to them. I've been working on it, and it's quite a 22 comprehensive effort.</p> <p>23 I also submitted a memo at the same time to 24 City staff, which I'm sure they will have to take time 25 to review it as well between now and when this issue</p>	<p style="text-align: right;">Page 35</p> <p>1 manager of Odyssey Manufacturing Company, and I run the 2 day-to-day operations of the company.</p> <p>3 A little about myself. I've been in -- I 4 started Odyssey back in 1999, and we've been in the 5 bleach business since '99. I spent nine years before 6 that working for an electric company, and prior to that 7 I was on active duty with the Navy for eight years. I 8 also stayed in the Reserves, and I retired, after 9 30 years, from the Navy.</p> <p>10 I also brought with me, because Councilwoman 11 Davis Johnson said I should, our CEO, Steve Sidelko 12 right here. He's based out of Miami, and he owns a 13 bleach company in Miami by the name of Century 14 Industries.</p> <p>15 Our local construction manager is going to be 16 Randall Granberry, right here. He was retained about 17 four months ago to help me with the planning of the 18 site. We ended up needing a lot of input from a lot of 19 local people in order to design this site, so he was 20 instrumental in helping me. He's going to be hiring 21 all the subcontractors locally to do the work.</p> <p>22 And last, you've met Mr. Brown, our local 23 counsel.</p> <p>24 So our core business is disinfection. That's 25 what we do. So disinfection, it's a cleansing process</p>
<p style="text-align: right;">Page 34</p> <p>1 would come up in whatever capacity on the 21st before 2 the Council. But the legal issues are really issues, I 3 think, that ultimately your staff will advise you 4 either right or wrong on it. And I don't think from a 5 practical standpoint -- I don't believe from a 6 practical standpoint it will have much to do factually 7 with what's determined here, because --</p> <p>8 CHAIR JAMES: I was thinking just the 9 opposite. That's going to have a big determination on 10 how we vote if we don't have the direction of staff in 11 reference to the additional information that was 12 submitted at five. But thank you. We'll go ahead and 13 have the applicant do their presentation.</p> <p>14 And before the applicant begins, let's please 15 remember that we want to be respectful and have a good 16 meeting. And everyone will be heard. Hopefully, 17 everyone has submitted a comment card.</p> <p>18 Go ahead.</p> <p>19 MR. ALLMAN: Thank you, Madam Chairman, 20 Members of the Planning and Zoning Board, Mayor 21 Masters, the general public, thank you for allowing us 22 to be here to make this presentation.</p> <p>23 First I wanted to introduce myself. That's 24 me at the top. My name is Pat Allman. For the record, 25 I reside at 707 South Packwood in Tampa, the general</p>	<p style="text-align: right;">Page 36</p> <p>1 to produce safe drinking water, and the process 2 inactivates pathogenic microorganisms. A pathogen is a 3 disease causing organism. Here's three examples: 4 Bacteria, viruses and parasites. This is a pathogen. 5 When it comes in contact with bleach, the outer layer 6 of it gets broken, and the pathogen gets destroyed.</p> <p>7 So the primary chemical used in Florida for 8 disinfection is sodium hypochlorite or bleach. This is 9 a picture of a bleach tank at your water plant here in 10 Riviera Beach. You guys are now using, since about 11 last month when we installed this tank, you're using 12 bleach partially to disinfect your drinking water, the 13 same bleach I'm going to be bringing in and 14 distributing out of this site on Dr. Martin Luther 15 King, Jr. Boulevard.</p> <p>16 So why bleach? When we started Odyssey back 17 in '99, if you look at this graph, only three percent 18 of the water and wastewater plants used bleach. The 19 other 97 percent used chlorine gas, and less than one 20 percent used other chemicals. If you look at today, 94 21 percent of the water and wastewater plants in Florida 22 use bleach. That's our primary market.</p> <p>23 These are some of the major systems in 24 southeast Florida using bleach for disinfection, and 25 it's basically a who's who of counties and cities.</p>

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<p>1 This is your bleach market in Florida. It's about 2 205 million gallons. I hope to serve ten percent of it 3 through Riviera Beach. You can see water and 4 wastewater plants. It's fairly large. Power plants, 5 we sell bleach, for example, right now to the power 6 plant that's located in the Port. 7 The biggest user, though, is pool stores, and 8 most of us are familiar with like Leslie's Pools and 9 Pinch A Penny. Those are our customers too. Water 10 parks use it, and a big use of it is the bleach you buy 11 in a grocery store that we put in our laundry, whether 12 it's Clorox or whether it's a store brand. 13 So Odyssey is actually headquartered in 14 Tampa. We have multiple locations around Florida. As 15 you can see, we make it, we supply it. Here we intend 16 to distribute it. We're also a licensed contractor, 17 and we sell equipment to the water and wastewater 18 industry. Here are our locations. We have our 19 headquarters, as I said, it's in Tampa. We manufacture 20 bleach in Tampa. We also manufacture it in Orlando. 21 We separately have a distribution facility in 22 Tampa that's just about finished construction, and it's 23 going to do the same thing as here. It's going to come 24 in by railcar, and we're going to distribute it into 25 tanker trucks.</p>	<p>1 (Discussion held off the record.) 2 MR. ALLMAN: It's an important distinction, 3 because the way Chlolite did things, they had railcars 4 of chlorine gas, which were very dangerous, used in the 5 manufacturing process. And we don't have any chlorine 6 gas railcars. This is a totally safe product, and 7 we're just handling it. We're moving it from a railcar 8 to a tank to a tanker. 9 Our phase three, we've been in discussions, 10 and we've reached an agreement with a company to 11 basically lease the bottom half of the property from 12 us, and they're going to bring in aggregate. It's like 13 stone. 14 They're in discussions with one of their 15 biggest customers, which is Cemex, which happens to be 16 located on the west side of the property, to bring in 17 their raw materials for them. And when I show you -- 18 I'll put this, the plan back up -- there's two rail 19 spurs that aren't being used right now that they plan 20 to bring the product in on. 21 All three of those uses, I wanted to point 22 out, all depend on the rail. The whole reason that 23 this site is so attractive to us, it's a rail yard. 24 There's five railroad tracks that run along the south 25 and east side of the property. This is a major</p>
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<p>1 We have another distribution facility in 2 Miami, a sales office in Fort Lauderdale, a sales 3 office in Bradenton, and we have two more proposed 4 distribution facilities. One is here, and one is in 5 Jacksonville. 6 So as was touched on in Mr. Gagnon's 7 presentation, we have three phases. The first phase, 8 we'd like to begin construction as soon as January, so 9 the 18 month requirement would be more than that. And 10 the initial operation would be to develop the site and 11 bring the bleach in and distribute it by tanker trucks. 12 The second phase is to build this warehouse. 13 And why we think this is a good use, but why we're 14 staging it, we want to get cash flow initially going 15 with phase one. But if you look at right now, Clorox 16 has no facilities in Florida, so when you buy Clorox in 17 the store, their closest manufacturing facility is in 18 Georgia. That's a long ways to ship. I'd rather make 19 it right here. 20 Secondly, you guys had at one time a bottler 21 here that made bottled bleach. If you remember, it was 22 called Chlolite (phonetic). Chlolite actually 23 manufactured it here in Riviera Beach. We're 24 distributing it. We are not manufacturing it. I 25 wanted to make that distinction.</p>	<p>1 railroad hub. It's very actively used right now. It 2 also is the interconnection point with Florida East 3 Coast and CSX. 4 One of the points I wanted to make is this 5 facility was designed to bring in all the products 6 through CSX. The railroad track was laid out in such a 7 manner that not a single railcar or engine has to go 8 across Dr. Martin Luther King, Jr. Boulevard. We will 9 never block that road. We're bringing everything in 10 from the south. And the rail was laid out that way 11 purposely to minimize the impact on the neighborhood. 12 The other important point to note is all 13 three phases and everything we're doing relies on the 14 rail service. That's what makes the site attractive to 15 us. Without the rail, we wouldn't be buying this 16 property, and we wouldn't be doing any of these things. 17 We have to have the rail. 18 This shows the site. I think I'll go through 19 this pretty quickly, since Mr. Gagnon already covered 20 this. There's the site again. You've seen that. 21 There's the surveys. I'll switch. You can see where 22 the site -- there's some site pictures up here. You 23 can see that the last picture showed there's actually 24 two cement companies adjacent to us on the west side. 25 This shows you some of the existing rail,</p>

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<p>1 looking down the east side of the property from the 2 north. And you can see it's a big rail hub. And this 3 is where our operations are going to be on the site, on 4 the east side.</p> <p>5 Mr. Gagnon showed this Master Plan. I think 6 the things I want to emphasize on it, when we were, you 7 know, in discussions with various community leaders on 8 how to do this, we wanted to minimize -- first of all, 9 it's actually 8.97 acres when you look at all three 10 parcels. We don't need all 8.97 acres. As you can 11 see, we barely need about 20 percent of it.</p> <p>12 So we're largely leaving the area on the 13 front of the property vacant. And if you look at it, 14 the -- adjacent to Stonybrook Apartments we wanted to 15 minimize any impact. It's a retention area. It's a 16 very large retention area. You notice all our 17 operations are on the back of the property and on the 18 east side of the property.</p> <p>19 This is kind of a blowup of the north side, 20 and it kind of shows you what I was talking about.</p> <p>21 Along the east side of the property -- or the 22 west side of the property is an existing eight foot 23 wall that runs from the bottom right-hand corner of 24 this picture you see up here, which is the end of the 25 Stonybrook Apartment property. All the way down the</p>	<p>1 corner, this is the property here that Cemex uses right 2 back here at the bottom right-hand corner. Our plan is 3 to utilize these two rail tracks and bring in aggregate 4 materials, such as stone, that will be used primarily 5 in the cement business. And that's our plan for this 6 back half of the property, and so we're permitting it 7 now.</p> <p>8 There isn't going to be any structures on 9 this property. That's why we've asked for none. 10 They're simply going to use a clamshell and unload 11 railcars.</p> <p>12 And I believe the landscaping plans are 13 shown. As you can see, we're putting landscaping, 14 extensive landscaping on the north and on the west 15 side. The reason we don't have any landscaping on the 16 south and east side is because there's regulatory and 17 safety issues with blocking the rail. CSX has to 18 approve all of our plans, and they did not want any 19 landscaping there. The other issue with the trees is 20 it would undermine the structure of the railroad track. 21 (Discussion held off the record.) 22 MR. ALLMAN: Yes, from the safety and 23 security perspective, yes, you have to -- the rail has 24 to be totally clear. It's federal law. You've got to 25 be able to see anybody that's anywhere in the vicinity</p>
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<p>1 west side is an eight foot high wall. We're building a 2 wall to tie into it. We were asked to provide a wall 3 by Councilwoman Davis Johnson. She said she didn't 4 want a fence, she wanted a wall, and that's why we put 5 the wall there.</p> <p>6 The wall's going to have landscaping on both 7 sides of it. And we far exceeded the minimum 8 landscaping requirements in that area just to create a 9 buffer. You can see other than a warehouse on the far 10 east side, there are no operations that are going to 11 take place in this area at all.</p> <p>12 Here's the middle quadrant of the property 13 right here, and you can see what's adjacent to us on 14 the west side are where the concrete companies are, and 15 there's currently a, I'll call it a transportation 16 trucking facility in between the two concrete plants. 17 Again, you can see we're on the east side. You can see 18 all our stuff is on the east side.</p> <p>19 This is what our proposed warehouse is going 20 to look like once it's built. It will be a nice, 21 attractive warehouse, and it's simply there if we 22 foresee bottling operations is a good source of 23 revenue. It's also a good source of jobs too.</p> <p>24 This is the back half of the property, the 25 phase three. As you can see on the bottom right-hand</p>	<p>1 of any railroad operations.</p> <p>2 What we've agreed to do, based on 3 Mr. Gagnon's suggestion, is we're going to put a nice, 4 decorative fence. We're going to be using a local 5 fence company. In fact, they used to be located on 6 Dr. Martin Luther King, Jr. Boulevard. They're now 7 moved to the west side of the City.</p> <p>8 But this is an example of the fence that they 9 installed within the last year at a car dealership 10 on -- I forgot the name of the road now. It's on the 11 west side of Riviera Beach. And we're going to have a 12 sliding gate just like this one.</p> <p>13 And this gives you some idea of what it will 14 look like with the landscaping. So we think it will be 15 pretty attractive. This fence is going to be on the 16 north side, and it's going to run down the east side to 17 the point where you can't see it anymore from the road, 18 and then we're going to transition to a black 19 chain-link fence coated with black vinyl.</p> <p>20 I took these pictures of the facility that we 21 have under construction in Tampa. It's a similar 22 bleach distribution facility. It doesn't take up much 23 room. There's a -- you're looking at an air system, an 24 electrical building. You can see some of the bleach 25 tanks were installed, and that's a warehouse in the</p>

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1 background.

2 This is a view from the railroad tracks.
3 These pictures don't show up real well on this, but the
4 only difference between this, what you're looking at
5 here, and what you'll actually -- what we've actually
6 proposed for Riviera Beach is your Fire Department
7 requested a 20 foot buffer instead of a 12 foot buffer
8 between the tracks and the tanks. But this gives you
9 some idea, looking down the tracks, what it will look
10 like.

11 (Discussion held off the record.)

12 MR. ALLMAN: Yes, you're looking at -- this
13 is on the east side of the property, looking from north
14 to south. Here you can see a railcar here, and there's
15 a railcar right there.

16 This is our control room here at Odyssey in
17 Tampa, and that's one of our supervisors. We have four
18 supervisors. We're a 24/7 operation. We have a
19 supervisor on shift at all times.

20 You can see we're pretty high tech. There
21 will be a screen like you see there devoted to
22 monitoring the plant at all times. In the top of the
23 picture, all the security cameras will be remoted to
24 Tampa. So if they pick up any motion from infrared or
25 motion, and the persons, the supervisor in the control

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1 aggregates, that's, you know, that's probably
2 overstated, but there would certainly be some
3 investment with the equipment to offload the railcars.
4 The clamshell unloaders are very expensive.

5 As far as jobs for the community, we project
6 20 jobs when we finish our build-out with phase one;
7 20, phase two; and 10 with phase three. And let me say
8 this about the jobs. These are good jobs. The people
9 who work for me now make between 40 and 90,000 a year.

10 The second thing is we're very open to hiring
11 locally. Not only are we going to hire locally, but
12 we're very open to whatever jobs program that the City
13 of Riviera Beach wants to suggest. We'll be happy to
14 go through it.

15 And the third thing I would point out is we
16 don't -- we're not a picky employer in that we have
17 standards that I think basically keep you from getting
18 a lot of good applicants. I have right now eight
19 people who work for me with a prison record that has
20 felonies on it. We're okay with that. You know, as
21 long as you've done your -- you've paid your debt to
22 society and you're a productive member of society and
23 you're willing to work hard, we'll hire you.

24 So in summary, these are the benefits to
25 Riviera Beach. One, we're making an investment in your

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1 room sees anybody on the site, they'll call the Riviera
2 Beach Police.

3 (Discussion held off the record.)

4 MR. ALLMAN: Yes --

5 CHAIR JAMES: Excuse me. Mr. Brown, if you
6 have to make comments, you need to come up to the
7 microphone so we can get you on recorder. We don't
8 know what you're saying. You're just kind of directing
9 him. So just if you're going to make a comment, come
10 up with him so you can speak into the microphone.
11 Thank you.

12 MR. ALLMAN: Yes, just to clarify, this is
13 our facility in Tampa that will be monitoring things.

14 So how are we going to do this? First of
15 all, we're going to build everything using local
16 suppliers. Almost everything we purchase, indeed, this
17 is some of the items that will be purchased here
18 locally. These are some of the items we'll be
19 purchasing. We're also going to build it using local
20 contractors. And these are some of the examples of the
21 trades that we'll be hiring locally to do the work.

22 Our total investment in phase one, including
23 the cost of the land, is about \$8 million. Phase two,
24 which is the warehouse and the bottling operation,
25 would be 3 million. And phase three for the

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1 community. Two, we're creating jobs. Three, we're
2 going to be increasing your tax base. Four, we're
3 going to be purchasing outside services here.

4 I'll give you an example of one. I met with
5 Commander Mitchell last week, because we're going to
6 have off duty police officers on the weekend when we're
7 not operating on the site, and worked out an
8 arrangement that they're going to be providing those
9 services. That's an example of some of the services
10 that we'll be purchasing locally.

11 And last is partnering in the community. And
12 I'll give you a very specific example of that. Last
13 week I did a two hour training class on disinfection
14 for your water plant operators. It was required as a
15 result of a consent order that was proposed, and I
16 think the training went real well. I didn't charge any
17 money for it, and the bottom line is all the operators
18 that were present got continuing education credits
19 towards their operator's license. That's one example
20 of how Odyssey partners with the community.

21 Next Wednesday I'm doing another two hour
22 training class for all your utility employees and for
23 your Fire and Police Department on chemical safety,
24 specifically dealing with the chemicals you have in
25 your water plant. One of them which is bleach.

12 (Pages 45 to 48)

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1 So anyway, I want to thank you all for your
2 time, and I'll go back and sit down. If you have any
3 questions later, I'll be happy to answer them. Thank
4 you.

5 CHAIR JAMES: Thank you. Mr. Allman?

6 MR. ALLMAN: Yes.

7 CHAIR JAMES: Thank you.

8 We're going to move right into public
9 comments. First up, we're going to have Bishop Thomas
10 Masters, who is our current Mayor.

11 BISHOP MASTERS: Sir, I'm going to speak as
12 Bishop Thomas Masters, Pastor of the Macedonia Baptist
13 Church, which is just a few blocks away.

14 You ought to be ashamed of yourself to bring
15 this -- that into this neighborhood. You said you met
16 with community leaders. I don't know what community
17 leaders you met with. I hope that I'm one of them, a
18 community servant. You never met with me, never sent
19 me an e-mail. The first time I saw you was tonight.

20 And I want you to read my lips. I, as a
21 pastor in this church, I am totally opposed to this.
22 Call it whatever you want to call it; call it whatever
23 you want to call it. I don't want to see it anywhere
24 where there are people living close by in the
25 neighborhood.

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1 And you picked the right street. Let me tell
2 you why. Dr. Martin Luther King, Jr. was known for
3 protesting for whatever it took for equal rights and
4 civil rights. I'm going to tell you as a pastor of
5 this City, we will lead civil rights demonstrations,
6 protest every single day till you get the message we do
7 not want this anywhere in the City of Riviera Beach.
8 You want to take it, take it somewhere out in the woods
9 somewhere. Let it be by the alligators, not by the
10 people. And it's very disrespectful, very
11 disrespectful, and you ought to be ashamed.

12 Thank you.

13 CHAIR JAMES: Thank you, Bishop.

14 Next we have Gracie White.

15 MS. WHITE: Not at this time.

16 CHAIR JAMES: Pass?

17 MS. WHITE: Pass.

18 CHAIR JAMES: Okay, we're going to have Marma
19 Byrd. Forgive me if I pronounced that wrong.

20 MS. BYRD: Yes, I second what Bishop Masters
21 said. I think there is a big problem with presenting a
22 project of this size and scope to the community where
23 you want to put it without getting their input first.
24 It is insulting and disrespectful, and there is no way
25 to sugarcoat that. It is disgusting.

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1 Also, any number of accidents that can happen
2 can be extremely deadly to a large number of people;
3 any number of accidents. This is an extremely volatile
4 climate that we live in and times that we live in, and
5 there are any number of types of accidents, from
6 traffic, to hurricanes, to terrorism, just to name a
7 few.

8 And it is excruciating to think that a
9 project like this is being put upon the community
10 without asking how the residents feel, presented
11 without asking first, presented as though this is a
12 done deal, and then as an afterthought, well, you can
13 give your comments as an afterthought. That's no way
14 to do things.

15 And this is a fighting community, and we will
16 not take this sitting down. This is not permissible.
17 No way. Absolutely not. And in the spirit of
18 Ms. Louise Dawkins, no way. Not to the children, not
19 to the elders, not to anyone in this community of
20 Riviera Beach. I have been taught well living here.
21 No way.

22 And thirdly, to the residents of Stonybrook,
23 how would you feel living next door to this? How would
24 you feel? How would any of the people who are involved
25 with this project feel living next door to this

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1 project? How would any of you feel living with this
2 railway next to you whatever hours of the day, with the
3 trucks carrying bleach, bleach which is not hazardous?
4 Bleach which is a simple household product? I'm sorry,
5 but bleach causes respiratory problems. A simple
6 container of bleach for 99 cents causes severe
7 respiratory problems. And you, of all people, know
8 that.

9 Thank you.

10 CHAIR JAMES: Thank you, Ms. Byrd.

11 Next up we have Andrew Byrd.

12 MR. BYRD: Good evening, Chair, Board. My
13 comments will be simple.

14 First, I want to thank Jeff for always
15 keeping my e-mail packed with what's going on. The
16 only problem this time around was that impacts that. I
17 have a planning background, and we talked years ago,
18 and he keeps the community informed. I think that's
19 great. But no environmental impact study.

20 And to Brother Brown, I would just like to
21 say we went through this before. You need to have the
22 community engaged before you get to the Planning and
23 Zoning Board. You need to have the community engaged
24 before you get to the Council. We learned that before;
25 we learned that.

13 (Pages 49 to 52)

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1 That's where we are now. I think we really
2 do need to have that impact study done first, before
3 you proceed. And I know there's a deadline here. It
4 just seems weird to me there's a deadline when no one
5 in the neighborhood knew about the project.

6 Thank you.
7 CHAIR JAMES: Thank you, Mr. Byrd.
8 Next we have Mary Brabham.
9 MS. BRABHAM: Good evening. Ms. Mary
10 Brabham, Riviera Beach.

11 I finally get a chance to meet Mr. Granberry.
12 When I stated in the chambers that I talked with him, I
13 think the latter part of September when he called me,
14 on record I said: Hell, no. No. So I finally get a
15 chance to meet you, and it's no offense to any of you
16 all.

17 We've gone this route before. Attorney
18 Michael Brown, 1995 federal code, but he say the
19 warehouse, warehouse to build, distribution with paper
20 towels, canned goods. It doesn't stipulate that we
21 have to have a sodium chloradhydric (phonetic), bleach.
22 This company deals in sodium. You all know what sodium
23 is? It's acid. It would eat you up. We breathe it.
24 Combustible by heat.

25 So we don't care what it takes. If the City

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1 has to battle this, residents, give me a cheer. Won't
2 we battle this and say no, no to this travesty?

3 You pushed this. We residents wasn't even
4 notified. You pushed this; you pushed this. But thank
5 you, residents, for coming out. All the signatures is
6 there, and others are circulating all over the state,
7 all over the county because they look at this as a
8 travesty too.

9 The tanks -- you know we live in hurricane
10 and wind. If a hurricane came through here, in their
11 package proposed they have to remove those tanks; they
12 have to remove those tanks, take them back to Tampa
13 again and bring them back here. Why the hell don't you
14 stay in Tampa?

15 I've researched this. They tried to go
16 elsewhere, and they said no. This belongs in -- I
17 don't even want it around the animals. I don't even
18 want it on Singer Island. I don't even want it in Palm
19 Beach. This is devastating.

20 The gravel and how it looks there from what
21 we see here when they talk about building it, what is
22 there to build? Nothing but 40 gallon tanks. And if
23 you got this sheet here, if you got this sheet here, it
24 exceeds, it exceeds here even the gallons.

25 Stop trying to push this. I respect your

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1 business, but not in our City. On that corridor there
2 is Head Start, Suncoast, the number one school in the
3 county, in the state, national, Lincoln. My home is
4 over there, and my home is not untidy. The other
5 residents' home in the area is not untidy. We have
6 lawyers. We have teachers. Ms. Williams, the oldest
7 resident stay down there, Sam Cooper Way. She says no.
8 We says stop this now; stop this travesty to our
9 neighborhood now.

10 We're better than this. We have asked for
11 the land regulation when we went through this with
12 Trademark to be changed. We're not saying that we're
13 not for development, but it's the positive development
14 that is conducive to our neighborhood.

15 And this study asks for -- the City asks for
16 no study. They refuse because they said that they
17 didn't need it. It's in your backup; it's in your
18 backup. We will have noise and vibration. It's there.
19 Ms. Brabham done read it; Ms. Brabham done read
20 everything about this travesty here.

21 And they're pushing this because money is
22 behind it. And not just for these peoples. There is
23 no jobs in this stuff here. Twenty jobs or ten jobs.
24 What is that?

25 Sodium chloradhydric (phonetic) is nothing

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1 but acid. It would eat you. If a spill happened, we
2 would have to be evacuated out of the City here. This
3 is more than Stonybrooks. Our property value will tank
4 to zero.

5 Come on, boy. We're better than this; we're
6 better than this. Stop this now. We will take our
7 chance now and fight this thing here. Step out of this
8 comfort zone. Michael Brown talk about the poor
9 because, see, he get paid. That's his job.

10 But when you talk about a warehouse here,
11 1995, going to be a warehouse? Warehouse here? That
12 could contribute to anything that we may want to make
13 it conducive to our resident area and for that zone and
14 area. It doesn't have -- it does not specify sodium.
15 It does not specify that.

16 CHAIR JAMES: Thank you --

17 MS. BRABHAM: That's what they trying to do.
18 Respect us. Please, we ask you. I didn't even get a
19 notice. A lot of the neighbors didn't get a notice.
20 And they tried to push this last week. I stood in the
21 chambers and I told them. I told them (inaudible) that
22 this travesty was coming in our neighborhood. But you
23 thought that we wouldn't be here? You sadly mistaken.
24 (Inaudible due to clapping in audience.) And we know
25 who's pushing this; we know who's pushing it.

14 (Pages 53 to 56)

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<p>1 (Inaudible.) 2 This will not just affect Stonybrook. It 3 will affect our entire City. Come on. We can put a 4 stop to this and demand accountability from our staff 5 to do the things that are right. You work here. You 6 get paid. Do it. Stop pushing these dirty deals from 7 the City Manager on down. We need to clean up in this 8 place here. 9 CHAIR JAMES: Thank you. 10 MS. BRABHAM: We going to do it one way or 11 the other. Them children in diapers is there. The 12 elderly is there. The fumes, the dust and stuff, this 13 stuff gets in the dust. It evaporates. It will eat 14 our paint off our cars. From 7 a.m. to 8 p.m. at 15 night -- 16 CHAIR JAMES: Thank you, Ms. Brabham. 17 MS. BRABHAM: -- the trucks will leave by 18 5:00 p.m. 19 CHAIR JAMES: Thank you. 20 MS. BRABHAM: Come on. I've had enough of 21 this. Yes, I'm ready to go to bat for this. 22 CHAIR JAMES: Next we're going to have Willie 23 Daniels. And I want to be respectful to everybody 24 who's here because you submitted a card, but please, 25 please, let's try to stick to our three minutes as much</p>	<p>1 And we'll fight you till you're done in 2 (inaudible.) We went through another mess once before 3 (inaudible), and we fought them. We going to fight 4 back on it again. Not me (inaudible). I can't half 5 walk, but I'll doggone sure get out there and fight it. 6 And I'm telling you, you people need to stop 7 your mess. You don't give a doggone about the children 8 or nobody else. The old people, the kids going to 9 school, Stonybrook over there. Why don't you try to 10 fix that up so them people can live in a decent place? 11 (Inaudible) ever since I get here in Riviera. 12 Everybody (inaudible) out to these people. 13 But you can't bribe me none at all. And I'm 14 sick and tired of it myself. I don't come over here, 15 but I'm looking (inaudible). And I know what it's all 16 about. Money behind it; that's what it is. But you 17 doggone sure can't bribe me. And I thank you, but we 18 are not having it in the City of Riviera Beach. 19 Mr. Brown, I respect you, but we're not 20 having it. That's right. 21 CHAIR JAMES: Thank you, Ms. Hightower. 22 Next up, Gerald Ward. 23 MR. WARD: Good evening. Gerald Ward, 2135 24 Broadway in the great City of Riviera Beach. 25 I got wind of this at the P&Z Board meeting</p>
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<p>1 as possible. 2 Willie Daniels. 3 MS. DANIELS: After all has been said, now 4 I'm going to say it. All that needs to be said been 5 said, and I do not want this in our neighborhood 6 because we have small kids, the kindergarten, whatnot, 7 older people. This is not for us. Thank you. 8 CHAIR JAMES: Thank you, Ms. Daniels. 9 Next we have, I believe it's Easter 10 Hightower. Good evening. 11 MS. HIGHTOWER: Good evening. My name is 12 Easter Hightower. 13 I don't want to get up here and say anything, 14 but Mr. Brown, I'm surprised at you; I'm surprised at 15 you, Mr. Brown. I am so sick and tired of all of the 16 garbage. Where it come from? The City of Riviera 17 Beach, we're not a darn garbage dump, and I'm sick and 18 tired of it myself. 19 We didn't know -- I didn't know anything 20 about it till this afternoon. I wasn't feeling good, 21 but I said I'm going up there and tell you people: 22 Stop this mess; stop it. We are better than this; we 23 are better than this. Take it wherever you came from. 24 Take it back to Tampa and keep it there, because we 25 don't want it.</p>	<p>1 last week. The notice is atrocious. A special meeting 2 for something like this is not the way the City of 3 Riviera Beach operates in the past, and it is not how 4 it should start to operate. I think this is the first 5 unusual meeting I've ever been to at the P&Z Board. 6 And tonight we had even a bigger display, 7 another CDEC abortion that could have been shortstopped 8 last year. Mr. Brown's letter, in the third paragraph 9 in his speech says September of 2015 this came. You 10 have orders that you want to know projects that are 11 pending. You weren't advised, and neither was anybody 12 else in the City. Word like this, if put on the 13 street, this project would not be here tonight to cause 14 problems. 15 I would suggest that Mr. Brown, in his 111 16 minute prior to the meeting letter, doesn't give you 17 enough time to get any appropriate advice. 18 I have a three page letter that has been 19 provided to the court reporter and everybody, which is 20 a memo, rather. And fortunately, I happened to trigger 21 some of the issues that Mr. Brown says you can still 22 apply: Safety, health. So if you read my treatise, I 23 won't have time to go through it all, but I did address 24 the fact that there are severe health and safety 25 issues.</p>

<p style="text-align: right;">Page 61</p> <p>1 I brought you a one inch equals 200 scale 2 aerial. And unfortunately, like all government, when I 3 bought the copies yesterday for 28 bucks, I found that 4 the one is different scale from the other one. But I 5 drew a circle on there of a half a mile, because if you 6 take the backup that they provided on the 4th of 7 September, you see they referenced an Emergency 8 Response Guidebook, guide number 157. 9 Now, I think they failed to do the right one. 10 If I was the responder out there, which I'm certified 11 to do, I would use 154. But both of them require you 12 consider an evacuation of a half a mile. That takes in 13 part of Suncoast, Lincoln Elementary, goes west to 14 Congress Avenue, and that's a lot of people. Nobody 15 has talked about how you do all of that, and that's 16 part of health and safety. 17 So that was asked for by the Police 18 Department, asked for in the letters. So you have not 19 been responded, you don't have the letter of response 20 of November 7th from the applicant. It's the first 21 time ever I've seen the staff write up a report and not 22 give you what the people say, the applicant. So take a 23 look at that. 24 I would find a solution. It does cover 25 Harmony Heights, it covers federal government, it</p>	<p style="text-align: right;">Page 63</p> <p>1 minutes, it's more than three minutes. 2 So what I've done is looked at the letter 3 also tonight that they stated, and I find that in my 4 opinion, it seems like they're trying to shove this 5 really quickly and pushing it real quickly to get this 6 done by January. 7 And I know you all in it for the profit, and 8 that's good. We're in this, we're here only for 9 because we live here. We're not -- we're not -- we 10 have questions about this. 11 And in your letter, Mr. Brown, the thing that 12 I find, besides the fact that you're saying we really 13 don't have no jurisdiction to do anything, and what you 14 all are going to do, you're going to do, and so stop 15 bothering you all, that's how this letter is made. 16 But in your letter, in this part right here 17 that says -- and I'm going to read it: Since it's the 18 City -- since it is the City that only has the 19 authority to address Odyssey's proposed development 20 plan as it pertains to life and safety. Only as it 21 depends on life and safety. 22 Well, Members of the Board, you know, I think 23 you really should look at that life and safety. And 24 that's the only reason we're here, because we live 25 here, and we're talking about our life and our safety.</p>
<p style="text-align: right;">Page 62</p> <p>1 covers Stonybrook, as everybody's talked about. So we 2 have a severe problem that is not being planned if 3 there is an accident with fire for the tanker trucks. 4 And the logic of Mr. Brown just escapes me. 5 So the great solution of the Planning Board 6 is to proceed to defer and request that your attorney 7 provide a comprehensive written analysis to you, then 8 sit down and discuss that same analysis with the 9 applicant, and then schedule a meeting for you as soon 10 as they've been able to do that. That stops the show 11 until you get better advice. 12 But I don't think that what was presented to 13 you tonight holds water. I've been involved in All 14 Florida, the All Aboard Florida for train issues on the 15 water, and I think that what is represented tonight is 16 not the law that was enacted in '95. The people still 17 have control, and I wish you would try that first. 18 CHAIR JAMES: Thank you, Mr. Ward. 19 Next up, Audie Wilson. 20 MR. WILSON: Audie Wilson, 1600 West 9th 21 Street. 22 I was advised of this just this week. And so 23 I went to the web site of Odyssey and looked at their 24 safety data sheet. And even though I had outlined a 25 whole bunch of comments on each section, the three</p>	<p style="text-align: right;">Page 64</p> <p>1 All my parents here, they sneaked in that rock pile 2 over there that we could take rocks and throw to the 3 site that they're talking about right now, okay? 4 But I'm just like everybody else. We plan to 5 fight this. And we just hope that we have some time to 6 fight this, because this isn't fair; this isn't fair. 7 We're not going to just stand by and take this lying 8 down. 9 Now, I looked at this stuff here that they 10 said on their site, on their web site, and I'm telling 11 you, they're talking about some serious stuff that gets 12 out in the air. We're on 9th Street. We're right over 13 from Stonybrook. It ain't just Stonybrook. And 14 regardless of what everybody think about our City, I 15 love it, and I'm here, and I want to stay here. 16 CHAIR JAMES: Thank you, Mr. Wilson. 17 Next we have Carmen L. W. Carmen. 18 MS. WILDGOOSE: Good evening. 19 CHAIR JAMES: Good evening. 20 MS. WILDGOOSE: Carmen Wildgoose, 821 Avenue 21 N, 33404. 22 To the Planning Board, Council Members, the 23 Members and others, I came out tonight as a resident of 24 this area to voice my concerns about the project. Our 25 residential neighborhoods are being overtaken by</p>

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<p>1 industrial entities, and I feel like we're being 2 squeezed out of our communities. 3 The project proposal admits that the bleach 4 is a hazardous chemical, so why would the City allow 5 this chemical to be transported and stored in an area 6 where there are children playing outside, walking back 7 and forth to a nearby school? Some of us have 8 respiratory issues which are affected by additional 9 exhaust fumes from various vehicles that would be used 10 in transporting the hazardous chemicals. 11 Exposure to poor air and water quality has a 12 negative impact on the learning capacity of students, 13 and Lincoln School, there's Callaway Recreational 14 Center, they are right in that area. Our children 15 would be affected. 16 I believe that there are environmental risks 17 that may have a negative impact on our water supply if 18 there's any kind of leak, on air quality and the 19 quality of the soil in the event of any kind of 20 accident. And these are good reasons why we should not 21 change the zoning for this project. What happens to 22 our property values? 23 As we have learned from Flint, Michigan and 24 the other -- right here in Riviera Beach where you've 25 had problems with the water, the people, those of us</p>	<p>1 something to do with bleach. Every lady in here use 2 bleach, or we're learning not to use bleach because it 3 is hazardous and it is dangerous. 4 We all mentioned Stonybrook. Statistics says 5 that the poor, black children have a high rate of 6 asthma. And we want to put bleach that close to 7 Stonybrook and all those poor, black, uneducated 8 people? Because a lot of us older people, we have 9 asthma, and we are allergic to the scents. We're 10 learning to use vinegar to clean with because we don't 11 want to use bleach. 12 And I understand the young man said, he 13 mentioned prisons and prisoners, people with records. 14 It's very easy when you're poor and black to get a 15 record by age 14. We do need jobs for our children, 16 but at what cost? At what cost do we need these jobs? 17 The jobs is no good if you're not able to go to them 18 because you're ill or you're dead, you know. 19 And the thing is, we only are here on this 20 earth, at the most, 100 years. You sell your soul to 21 stay in comfort for 100 years, where will you spend 22 eternity? Think about that. Your money here on earth 23 would not mean anything when you meet the Master that 24 says: What you did here, what did you do to my people? 25 And you know, I don't want to get upset, and</p>
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<p>1 who live here, we're always the last ones to find out. 2 And by then, we've already become sick or our children 3 have become sick. 4 Jobs are mentioned here as an incentive, but 5 there's no way to guarantee that those jobs are going 6 to be given to our people, our residents. We do need 7 jobs, we do need development in our area, but can we 8 not look for other companies that would not put our 9 quality of life at risk? 10 I'm asking that you respect our neighborhood 11 and decline this rezoning application. And even though 12 the federal government says that they have the right to 13 put a warehouse there because of the railroad 14 connection, it doesn't say that it has to be a 15 warehouse where there's hazardous chemicals. 16 (Inaudible due to audience clapping.) So I'm asking 17 you not to put this in the place where I live, work and 18 play. 19 Thank you. 20 CHAIR JAMES: Thank you. 21 Next up we're going to have Dorothy Danford. 22 MS. DANFORD: Dorothy Danford. Seventy years 23 in Riviera Beach. Property owner, taxpayer, old 24 person. 1212 West 7th Street. 25 First of all, every lady in here has</p>	<p>1 I don't want to get loud and ugly. I hate to be ugly. 2 But please, please consider us. Please think about it. 3 And somebody said about the land that's 4 around this development, this stuff they want to do. 5 Build your house there. There's enough land to build 6 you a mansion. Build your mansion there and say it's 7 okay. When you build your house there to live, then 8 I'll say it's okay for my house that's on 7th Street. 9 Thank you very much. 10 CHAIR JAMES: Thank you, Ms. Danford. 11 Next we're going to have James Gallon. 12 MR. GALLON: Good evening. 13 CHAIR JAMES: Good evening. 14 MR. GALLON: Thank you, Jeff, for the 15 information. That's the only way I knew what was going 16 on. 17 I've been here a few times now with different 18 things that has been going on in this City. We didn't 19 want the trash there; they're not there. We don't want 20 this bleach there; please don't put it there. 21 My wife cleans with bleach. I know what it 22 do to me when she clean my house. Burns my eyes. So 23 don't do this. We've had enough of this in this City, 24 and it don't make any sense. So I'm asking you, please 25 don't do it.</p>

<p style="text-align: right;">Page 69</p> <p>1 CHAIR JAMES: Thank you, Mr. Gallon. 2 Next we have Earnestine Gorden. 3 MS. GORDEN: The man, and then Council, 4 staff, I want to thank you for calling. 5 I'll be honest with you, everyone in here, we 6 really don't need this problem. I think everybody has 7 said everything. We don't need this in this area. We 8 have enough problems as it is now, and we don't need to 9 add no additional in this area. With the junkyard 10 here, this coming. When it going to stop? 11 Why don't you talk to the people before you 12 make your decision to bring in things that we don't 13 want? Do we have any input on what go in our 14 neighborhood where we live? Do we have anything to 15 say? I just find this out just yesterday, and I had to 16 rush and tell some of the peoples on the street, on the 17 neighborhood, my next door neighbor. 18 Please, think about us. Think about the 19 people. And especially, be honest with you, the school 20 just a few blocks down the road. All those kids, 21 little kids down the road, 10 or 15 years down the road 22 something go wrong with them, where did it come from? 23 That's where it come from. So think about the little 24 childrens that can't fight for themself. 25 Thank you.</p>	<p style="text-align: right;">Page 71</p> <p>1 use in your laundry. When you open that bottle of 2 bleach, whew, you almost pass out. That's a small 3 bottle. The intensity of the bleach that you use in 4 your clothes is not the intensity that they put in 5 water treatment plants. It's not the intensity that 6 they use in pools even. Big difference in bleach 7 intensity. So we're not talking a simple bottle, which 8 you can almost pass out from that. 9 They talked about site lighting was omitted. 10 Review the project for compliance with the City code, 11 turf areas. It may be beneficial to -- try not to 12 repeat here. I'll just go to some of our comments from 13 our City staff. 14 Like I said, furthermore, no applicant, no 15 matter what they're proposing, should come in here and 16 tell the City of Riviera Beach when it's going to go to 17 the Council. You have to vote tonight. No applicant 18 should be able to do that, come in here and tell you to 19 vote tonight when you don't have all the information, 20 and then tell you it's going right to the City Council. 21 You can't vote properly if you don't have the 22 information. 23 Our City -- oh, this is from Jeff. All 24 right, he's saying that they need to hire fire and 25 building code and solid experts, things like that. I'm</p>
<p style="text-align: right;">Page 70</p> <p>1 CHAIR JAMES: Thank you, Ms. Gorden. 2 Bonnie Larson. 3 MS. LARSON: Bonnie Larson. This was hard to 4 find out about. Can't find P&Z on the internet. Just 5 can't get there. Keep going; I'll talk about that 6 during public comments. Okay, I'll try to talk about 7 some things which haven't been brought up yet. 8 Oh, they talked about the parking spots. 9 They don't have enough, and also they were way too 10 small. 11 The conflicts with proposed location of other 12 water utility. There is a problem with the location of 13 water utility lines and shade trees in the area. So 14 what are they going to do about that? 15 They talk about -- this is a big one. They 16 talk about please describe the pretreatment process 17 required prior to discharge into City sewers. It's 18 going to go into our sewers, our wastewater. We're 19 asking them. We shouldn't be asking them, we should be 20 telling them. We have to remember Solitron. How many 21 years did we deal with that? And we're still dealing 22 with that. We've got trouble with our water now. We 23 don't needs spills and discharges from a bleach 24 company. 25 They talk about bleach being something you</p>	<p style="text-align: right;">Page 72</p> <p>1 trying to rush here. 2 Our City engineer said that they need to 3 increase the stabilization upgrade to 12 inches. The 4 report only provides peak stages without the output. I 5 can't read this fast. 6 The safety record of the Odyssey 7 Manufacturing has not been provided. That's very 8 important. They're in Tampa. Why aren't they doing 9 this in Tampa? Why don't they expand over there? Why 10 is it always Riviera Beach? 11 Regarding the security plan, there is no 12 security plan. Now we hear tonight they're going to be 13 monitoring from Tampa? 14 They're going to be hiring local. They have 15 to hire locals, Palm Beach County. You can't bring in 16 people. It's not going to be necessarily Riviera Beach 17 people. 18 Oh, here, this is from our utilities 19 engineer. He says: Any discharge of bleach and other 20 chemicals into the district's wastewater collection 21 system shall be governed by the City of Riviera Beach. 22 So we're talking about spills, and we're talking about 23 this bleach and other chemicals, probably other 24 chemicals -- they haven't mentioned which kind -- going 25 into our water system.</p>

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1 The environmental report that was supposed to
2 be -- it only included for plants. We have
3 environment, we have in our water and we have it in the
4 ground that we're walking on. We don't need this. I
5 bet they were turned down in every other city that they
6 applied for.

7 And also tonight, get the information Former
8 Mayor Brown said where we can't control what happens in
9 the warehouses. You get that information from him.
10 You read it yourself, and you dissect it yourself.
11 Don't take someone else's opinion just because they
12 come up here and say it. This is our lives, our safety
13 and our health.

14 Thank you.

15 CHAIR JAMES: Thank you, Ms. Larson.

16 Last up for public comments, we have Madelene
17 Irving.

18 UNIDENTIFIED SPEAKER: That's last?

19 CHAIR JAMES: On this consent agenda, yes, on
20 this item, that is the last person.

21 MS. IRVING: Good afternoon. I'm new at
22 this, but I want to thank Ms. Brabham for letting me
23 know what was going on, and being amongst my more
24 seasoned residents here, I'm very honored.

25 My comment is the hazardous. When the

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1 I disagree with it.

2 Let me tell you something that we're not
3 looking at. It's not them that I blame. It's you I'm
4 aiming at. Your number one job is to protect the
5 citizens and do right things for the citizens. Their
6 job is to present the best presentation that they can
7 for their business, okay? But we always get dumped on
8 in Riviera Beach. And everything they said up there is
9 true.

10 Now, we've got to look at this thing the
11 right way. When it come down to black areas -- and you
12 mostly all know, I'm not a bigot, because if I met a
13 white girl when I was -- got married, I would have
14 married. So I'm not a bigot. But these issues are
15 real, all right?

16 If this was going on with turtles, manatees,
17 dogs and cats, this place would be full. So I'm
18 calling on our citizens of Singer Island to come over
19 here and stand with us, because this is wrong; it's
20 wrong. Matter of fact, we shouldn't even have to come
21 by here and say anything about it. You should have
22 known that they going to have this. It's not going to
23 happen, you know. But they're doing their job, which
24 is good.

25 This would never go on where manatees and

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1 gentleman presented talking about the Tampa area, when
2 I Googled it on Google Earth, there are no residential
3 areas around his warehouse. It is a truck stop and
4 roads. So that's my concern. I have children. I live
5 amongst children. I teach. Knowing that I'm in a
6 community that is heavily predominated, heavily
7 predominate with children who travel, that's my
8 concern.

9 Again, comment was made would you have it in
10 your area and live there.

11 Thank you.

12 CHAIR JAMES: Thank you, Ms. Irving.

13 I will state that I do have two other comment
14 cards, but they're marked for public comment for
15 non-agenda items. Okay, is a Dr. Phillip Dukes
16 present?

17 DR. DUKES: Yes.

18 CHAIR JAMES: Is that you? Did you mean to
19 check this for --

20 DR. DUKES: Yes.

21 CHAIR JAMES: -- okay, for VII-A.

22 DR. DUKES: Dr. Phillip Dukes, 1217 Avenue U.

23 I concur with all of the other residents. I
24 mean it's business. It's a business, and you guys can
25 give a fabulous presentation to make it look good. But

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1 turtles are. Man, you wouldn't even think about it.
2 You wouldn't even -- it wouldn't be in your mind, you
3 know. You can't do that. You should go to the
4 manatees over there. But black people's lives are
5 always less than. And I'm not trying to play the race
6 card, I'm just telling you I'm an historian of American
7 history, okay; I'm an expert in American history. This
8 is a problem all across the country. Always have been.
9 This is a problem of modern day Jim Crow. Extremely
10 disrespectful and genocide.

11 It would never happen to manatees. It would
12 never happen to white spotted owls or brown spotted
13 owls. But black people, well, they can take it. No,
14 that's not going to happen anymore. You know, there's
15 a new breed of people who are not going to make this a
16 racial issue. It's a right and wrong issue.

17 But you got that element in there; you have
18 that element in there. You got to look at that; you
19 got to look at that. That would never happen -- could
20 you imagine the little ducks with a chemical plant like
21 this? But it's: Not the little ducks, no; no, not the
22 ducks.

23 Thank you.

24 CHAIR JAMES: Thank you, Mr. Dukes.
25 Okay, there was one more person that had a

19 (Pages 73 to 76)

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<p>1 card that's marked for public comment. So this person 2 meant to mark it for the regular agenda. I'll give 3 that person a chance to speak, and that's Bessie Brown. 4 MS. BROWN: Good evening. Bessie Brown. 5 I am so proud of my community, so proud of 6 you. It's good to see you out here. That's what we 7 need to do more of. 8 The only thing that I wanted to say is that 9 they were talking about -- but I wanted to -- I guess 10 the lady said she Googled it, because I want to know 11 where all the other locations are situated, you know, 12 and what other city where your plants and around what 13 instead of around people. 14 And I want to say this. I consider this -- 15 and we must really learn and read up on this more -- to 16 be environmental racism. We have enough stuff down 17 there around Stonybrook. It's time to stop. We don't 18 need another chemical nothing down in that area, 19 because we have people that live down there. 20 And basically, I'll say I think normally the 21 product that you said for pools and stuff is really 22 chlorine. Why you say bleach? I used to order it for 23 the City, for our pools. So you know, I don't -- why 24 don't we just tell the truth? If you tell the truth 25 sometime, we wouldn't even get to this point.</p>	<p>1 CHAIR JAMES: We're going to move to Board 2 comments. Mr. Whigham. 3 MR. WHIGHAM: Thank you, Madam Chair. 4 You know, I've been sitting here listening to 5 the citizens of Riviera Beach. I am proud of you. 6 Judge Rodgers asked me, in 1999, to serve on 7 this Board, and he said: I want you to help us out. 8 He knew that I knew how to read blueprints, because I 9 taught architectural drafting. He knew that I lived in 10 the City and I was concerned about it. And I am. I've 11 been here for 54 years. I taught in this town for 36 12 years. You know my only and first love is for the 13 safety, the well-being of the children of Riviera 14 Beach. 15 And right now I am -- I had a lot of 16 questions I wanted to ask the developer and whoever 17 else there, but right now my concern is those folks' 18 schools over where those kids are going. They have to 19 walk down that road, some of them, to Lincoln 20 Elementary; they have to walk down to Suncoast, John F. 21 Kennedy and Bethune Elementary. They have to walk past 22 that thing, and that is dangerous; that is dangerous. 23 I wouldn't want my grandchildren walking down that 24 road, because you never know what's going to happen. 25 And my concerns were that even though I saw a</p>
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<p>1 And then we're going to be monitored from 2 Tampa? How soon does -- how quick will there be a 3 response being monitored from Tampa? Not so real; not 4 so real. 5 And the promises of jobs here, you know, when 6 our City learn that, you know, giving us little bites 7 about jobs, when we finally get a plan and we have a 8 real company that's going to furnish jobs for us and 9 not -- he said about he doesn't have never mind having 10 criminals or something. Well, everybody that live in 11 Riviera Beach is not criminals, okay? 12 And the last thing I'd like to say is that 13 when you feel like it's minimal to provide -- to talk 14 about the health and safety of the citizens of Riviera 15 Beach and of the black people that want to live here, 16 you know, I think you need to think again, because we 17 do want to live a long life, no matter what, no matter 18 what is built in Riviera Beach, okay? 19 So that's the point. I really didn't really 20 want to say anything, but I just -- the main thing I 21 want to say is I am so proud of you, and come back. 22 CHAIR JAMES: So that concludes our public 23 comments. We're going to go ahead and go into Board 24 comments. 25 MR. BROWN: Madam Chair, may I?</p>	<p>1 lot of good information about the structure, how it's 2 going to be put together, and I was satisfied on a lot 3 of it, but what I am not satisfied on is you want to 4 bring that type of industry and put it in almost the 5 middle of our town and neighborhood? 6 I live on 36th Street, and I knew about the 7 meeting. But my door almost got knocked over with 8 neighbors coming to ask me: What is this about this 9 development that's going on? I told them: Come to the 10 meeting and find out. And you are here; you are here. 11 I'm sorry it's around the holidays, because we'd of had 12 more people here today. We'd have had standing room 13 only. But I'm glad to see the citizens of Riviera 14 Beach are showing my concern. 15 And I support the development of Riviera 16 Beach; I always have. I want industry here. We need 17 the tax dollars here. But not these type of tax 18 dollars. 19 Thank you. 20 CHAIR JAMES: Thank you. 21 I recognize that you would like to speak, 22 Mr. Brown, but we're going to continue with Board 23 comments, and as they have questions either for you or 24 the applicant or the City, they will be addressed at 25 that time.</p>

<p style="text-align: right;">Page 81</p> <p>1 Mr. Kunuty.</p> <p>2 MR. KUNUTY: Yes, I'd like to also say, you</p> <p>3 know, we sit here at this Board listening to various</p> <p>4 plans that come up all the time, and we get public</p> <p>5 comment here and there. It's really pretty impressive</p> <p>6 to see that the community really mustered itself to</p> <p>7 come out here and make their views heard. I mean I</p> <p>8 usually keep a tally of the pros and the cons. I</p> <p>9 didn't have to worry about the pros this time. So it</p> <p>10 was pretty obvious what the community was saying.</p> <p>11 But I just want to clarify one point. This</p> <p>12 Board here is to listen to the comments, review the</p> <p>13 data and then make a decision. I got the feeling from</p> <p>14 some of the speakers that they were telling us that</p> <p>15 they didn't want us to bring this in. And we're like</p> <p>16 you. We're citizens of the City and reviewing the</p> <p>17 process. Staff is the first level of review, we're the</p> <p>18 second level of review, and the City Council is the</p> <p>19 third level of review and the final review.</p> <p>20 So having said that, you know, just a couple</p> <p>21 of technical questions I just was curious about. When</p> <p>22 did this -- maybe staff or applicant -- when did this</p> <p>23 property actually go under contract?</p> <p>24 MR. ALLMAN: It went under contract in</p> <p>25 September of this year.</p>	<p style="text-align: right;">Page 83</p> <p>1 Planning and Zoning Board packet information, so that</p> <p>2 anyone that's signed up for that e-mail list also</p> <p>3 received the packet when it was sent out.</p> <p>4 MR. KUNUTY: Okay. Sounds like we met the</p> <p>5 requirement of trying to get the word out.</p> <p>6 My other question is why -- all of the</p> <p>7 technical data, which is pretty complicated, and I'm</p> <p>8 not sure I can comprehend it, but all of the technical</p> <p>9 data was furnished by the applicant, okay? Why is it</p> <p>10 that we do not bring in an independent firm to do our</p> <p>11 analysis so that we can check all of this data?</p> <p>12 MR. GAGNON: If you reference the letter from</p> <p>13 staff, I believe it was December 7th, there were three</p> <p>14 proposed reviews. One was environmental review by a</p> <p>15 third party entity, one had to do with specific</p> <p>16 building and fire code aspects of the development</p> <p>17 proposal, and the final of the third was pertaining to</p> <p>18 noise levels from the site. So that request was made</p> <p>19 of the developer by staff, and that question's still</p> <p>20 outstanding.</p> <p>21 MR. KUNUTY: Understand. It was -- well,</p> <p>22 that's my point. You know, we're sitting here trying</p> <p>23 to contemplate and evaluate this, and some of the key</p> <p>24 data that we need isn't available. So you know, that</p> <p>25 poses a problem, you know. I think in the future we</p>
<p style="text-align: right;">Page 82</p> <p>1 MR. KUNUTY: September, okay. So from</p> <p>2 September, we're suddenly pressed to have to make the</p> <p>3 decision so that -- on all this data so that you can</p> <p>4 exercise an option on this land. So I think I don't</p> <p>5 like the fact that we're being put into a timeframe</p> <p>6 that really doesn't work, okay?</p> <p>7 My other comment is to staff. As far as</p> <p>8 notice, a lot of people here are saying they didn't</p> <p>9 know about this. How are we getting the notice out?</p> <p>10 MR. GAGNON: Yes, Mr. Kunuty, that's a good</p> <p>11 question. This development proposal requires both a</p> <p>12 special exception approval and a site plan approval.</p> <p>13 As part of the special exception process, there's a</p> <p>14 notification component as well.</p> <p>15 So there was a legal ad placed in the Palm</p> <p>16 Beach Post on December 5th. There was a mail-out for a</p> <p>17 300 foot radius from the property itself, which is the</p> <p>18 code requirement. There's signage that's placed on the</p> <p>19 actual property to identify that this is a special</p> <p>20 exception proposal and it's being brought before the</p> <p>21 Board. Additionally, I asked that it be run on Riviera</p> <p>22 Beach TV Channel 18, and also the information was</p> <p>23 placed on the City web site.</p> <p>24 So those were the notification mechanisms, in</p> <p>25 addition to we have an e-mail list that receives</p>	<p style="text-align: right;">Page 84</p> <p>1 need to get an independent -- and maybe that needs to</p> <p>2 be built into the application fee, the cost of getting</p> <p>3 an independent consulting group to come in to evaluate</p> <p>4 complex issues so that we could get kind of like a</p> <p>5 plain understanding that's simple and understandable to</p> <p>6 a layman and to all of the citizens that this is what</p> <p>7 this means, okay?</p> <p>8 So I have no other comments at this time.</p> <p>9 CHAIR JAMES: Thank you, Mr. Kunuty.</p> <p>10 Mrs. Shepherd.</p> <p>11 MS. SHEPHERD: Thank you, Madam Chair.</p> <p>12 They say for the greed of money. This is</p> <p>13 being really greedy, to come into our community at our</p> <p>14 expense of the children and the senior citizens to</p> <p>15 bring this type of project.</p> <p>16 I was listening to Mr. Whigham. When I got</p> <p>17 home today after taking my granddaughter to the bus</p> <p>18 stop, they must have sent a homing device, because by</p> <p>19 the time I got back home, it was 20 cars parked into my</p> <p>20 driveway. I didn't even have a place to park. I had</p> <p>21 to go down the street and walk back to my own house.</p> <p>22 They had their chairs, their coffee, and they had the</p> <p>23 docket, and they were going over it. And they made me</p> <p>24 understand one thing. They were not going to have</p> <p>25 this, Mr. Brown; they were not going to have it,</p>

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1 Mr. Brown.
 2 I'm appalled, because I have a 94 year old
 3 mother, and I listen to her wheeze and cough and cough.
 4 I cannot even think about over at Stonybrook and going
 5 to the north on 9th and 10th Street where some of those
 6 people I've been knowing for years are camped out in
 7 those houses for years. And for you to sit here with
 8 your legs crossed, I'm appalled by it.
 9 I don't have to ask any question. My
 10 questions was answered when the people came to this
 11 chamber and made it known that they were going to
 12 fight. And that's a good thing, because over on the
 13 island, if this was over here, they would pack up the
 14 chamber, standing room only. And I'm glad this
 15 happened so the residents of Riviera Beach know it.
 16 They're not taking this.
 17 Why in our neighborhood? A tin can. Now
 18 we're talking about chlorine bleach. And I have two
 19 granddaughters that's on respirators, and they cannot
 20 breathe when bleach is in that house. We had to ban
 21 bleach from the house. This is serious, very serious,
 22 and I'm not all smiles about it. This is serious.
 23 And I asked the question last week very
 24 clearly: How do you get it out to the public? And
 25 somebody said: Well, I don't think it's -- it is very

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1 necessary. Used to talk about door knockers. Not door
 2 knockers. You know what they do? They put them on our
 3 cars after church. A lot of seniors don't get a chance
 4 to go out to church.
 5 A lot of these people, I guarantee, I know
 6 for a fact they told me they did not get no type of
 7 notification. Nobody knew about it, Mr. Brown. I knew
 8 about it because Mary Brabham came here and she
 9 lambasted us. I'm like: What? I'm going like: What?
 10 First I've ever heard of it. And I want the residents
 11 to know sometimes we don't get it like you all get it,
 12 so when people come and tell us about it, my face -- I
 13 can't speak for them -- is like: What?
 14 But I want to let you know, I am loyal to my
 15 City; I am loyal. My family was one of the families
 16 that came here from West Palm Beach to Riviera Beach.
 17 And I will stay loyal to my City. Might not be right
 18 on a lot of things, but one thing is loyalty, and we
 19 must be loyal to our City. And I thank you for coming
 20 out. I know it's late.
 21 And you know what? I have nothing else to
 22 say. They can call the question now, because I know
 23 one thing. It will not come into Riviera Beach, I
 24 guarantee you, not with the residents that camped out
 25 at my house and did not leave until 12:00. Not on my

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1 watch. I thank you so much for coming out. God bless
 2 you.
 3 CHAIR JAMES: Thank you, Ms. Shepherd.
 4 Vice Chair McCoy.
 5 MR. McCOY: Thank you, Madam Chair.
 6 I do have some questions, technical in nature
 7 for, I guess, I guess for both the applicant and staff,
 8 but I'll start with the applicant.
 9 The preemption. You went through a slide a
 10 few slides back that spoke about other bottling
 11 locations. Did this preemption apply to those
 12 locations as well? And I was trying to search on the
 13 internet, and I couldn't find where those bottling
 14 locations were specifically, because I wanted to see if
 15 there was any residential communities located near
 16 those bottling facilities.
 17 MR. ALLMAN: Yes, if you're referring to the
 18 very similar plant that we are under construction in
 19 Tampa, the residential communities -- it's located in
 20 Hillsborough County. It's not actually in the City of
 21 Tampa. It's in Hillsborough County. There are
 22 residential areas about 1,000 feet away. But
 23 Hillsborough County -- again, this is bleach, and the
 24 Hillsborough County felt that that, you know, that was
 25 fine, since the property was zoned industrial.

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1 But it's a very similar situation. There's a
 2 lot of -- there was some industrial -- there was some
 3 residential properties that are among some industrial
 4 areas, just for weird zoning in the past, so --
 5 VICE CHAIR McCOY: Did the preemption apply
 6 for those properties as well?
 7 MR. ALLMAN: What do you mean by preemption?
 8 Oh, the railway?
 9 VICE CHAIR McCOY: Yes. Let me give you the
 10 exact language. We just got this when we walked in
 11 today. I think it was called the Interstate
 12 Commerce --
 13 MR. ALLMAN: Yes, if I could refer --
 14 MR. McCOY: -- Commission Termination Act.
 15 MR. ALLMAN: -- to my attorney on the
 16 preemption issue. I'm just answering the question.
 17 The other identical facility that we built in Tampa
 18 does have residents within 1,000 feet of it though.
 19 MR. McCOY: Okay.
 20 MR. ALLMAN: So as far as the preemption
 21 stuff, I'll yield to my attorney. I didn't do that
 22 research. Thank you.
 23 MR. BROWN: Mr. Vice Chair, the preemption
 24 issue applies only when you're dealing with a railroad
 25 or a business that has railroad service as an integral

22 (Pages 85 to 88)

<p style="text-align: right;">Page 89</p> <p>1 part of its operation. So, and at the Tampa facility, 2 which I visited, a portion of that business, which is 3 just like this proposed site, has a rail service. Yes, 4 the preemption would also apply to that business. 5 Under the statute, and your counsel will 6 eventually advise you of what their position is, my 7 reading and understanding of the statute, I'm quite 8 confident that it's accurate, that when you have a 9 business that, as this one is proposed to be, in a rail 10 yard, all right, then -- and it satisfies the criteria 11 for a significant, or the language is an integral part 12 of your business depends upon railway service and 13 intermodal transportation, as in trucks, ships or 14 whatever, then that statute preempts local regulation 15 of the area that I addressed earlier. 16 And so that we perfect the record, we do have 17 two documents that I'd like to have put into evidence, 18 one from CSX Railroad, which indicates that it, in 19 fact, has entered into an agreement with my client to 20 provide rail service. Two, from a company, Yelvington, 21 that owns a property tract adjacent to it that 22 indicates that it has entered into an agreement with my 23 client regarding the transport of product over the rail 24 line. And that, and the operation that would be on the 25 site if it's approved is what triggers the preemption</p>	<p style="text-align: right;">Page 91</p> <p>1 chemical component or something like that. So that's 2 why I wanted to know exactly what the other materials 3 was that was already agreed to be leased on the 4 southern portion, because that, I think, is another 5 determining in deciding this. So -- 6 MR. BROWN: The aggregate has nothing to do 7 with the bleach operation. 8 VICE CHAIR McCOY: And I'm sure of that. But 9 what I'm saying is I think it referenced the materials 10 or the raw material or something of that sort, and I'm 11 just curious as to what the materials were, if they 12 were hazardous. 13 I mean my question is if you have sand, I 14 don't know what chemical component turns it into an 15 actual rock or turns it into a brick. So I was curious 16 as to what those raw materials were that were being 17 proposed to be stored on that property, because that 18 wasn't in the initial application. So I apologize if 19 I -- 20 MR. BROWN: I see what you're saying. I 21 believe it will be -- there are significant rock 22 quarries down in the southern end of the state, as you 23 may know, and it's mined from there and then it would 24 be transported by train. And the rock, now, whatever 25 chemical or geological makeup is what comes out of the</p>
<p style="text-align: right;">Page 90</p> <p>1 that I referenced earlier, Mr. Vice Chair. 2 MR. McCOY: Okay. 3 MR. BROWN: And I'm quite confident in the 4 legal analysis that I provide. 5 MR. McCOY: Okay, next question. The two 6 acre tract that was referenced as being subleased, is 7 that already being subleased to the aggregate company? 8 MR. BROWN: There is a -- that is one of the 9 agreements. There's an agreement, an arrangement with 10 the aggregate company, the company that will provide 11 the aggregate that will provide it to Cemex, yes, that 12 is one of the agreements that I just asked be put in 13 the record. 14 VICE CHAIR McCOY: Okay. And I don't know 15 much about aggregates when I'm just -- was going to 16 ask -- 17 MR. BROWN: Rock. 18 MR. McCOY: Right. Well, not so much that. 19 I don't know so much about the raw materials that's 20 involved in aggregate. But I was -- I did see in the 21 application that it referenced, obviously, the sodium 22 chloride, but you know, I didn't know what additional 23 those raw materials might encompass, because it just 24 referenced aggregates, and I didn't know if it was -- I 25 don't know what makes rock hard, is there some other</p>	<p style="text-align: right;">Page 92</p> <p>1 ground. Am I understanding your question, or would you 2 like more detail on that? It sounds like you're asking 3 what kind of rock or where does it come from or what is 4 its chemical or nutrient components, mineral component. 5 VICE CHAIR McCOY: What components are going 6 to then be added into the raw -- whatever the raw 7 materials are, combined with that sand, are those raw 8 materials hazardous? What are they? You know, we 9 don't -- you know, all we know is materials. 10 MR. ALLMAN: Yes. Again, the only thing that 11 we're bringing on site that's a chemical is the bleach. 12 We're not bringing any other chemicals on site. Our, I 13 guess you call them our lessee who's bringing the 14 aggregates is going to be basically bringing stones. 15 When you make concrete, there's actually rocks or 16 stones in the concrete. And they're a certain size, 17 based on the grade of the concrete. 18 So, you know, most of the stones, there's 19 going to be no further refining of it if they're going 20 to be sent over to make concrete. So you're looking 21 at, you know, just stones made of silica, calcium, 22 granite, quartz, just -- 23 VICE CHAIR McCOY: Precisely. So we're 24 getting there. Is that stuff stored at your location? 25 MR. ALLMAN: The plan is to store in the area</p>

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1 we showed you on the map called phase three. It would
 2 just be lifted off the railcar, stored, and presumably
 3 they're going to sell it to the concrete company.
 4 VICE CHAIR McCOY: Right. And we're at the
 5 point where we can't presume. We have to kind of know
 6 at this point. That's why I was saying if there are
 7 raw materials that then create aggregates or stones or
 8 bricks or whatever you want to call it, that's kind of
 9 what I was asking for. But I, you know, I think it may
 10 be something that is specific, or maybe trade, I guess,
 11 some sort of --
 12 MR. ALLMAN: So the raw materials that will
 13 be brought in are just stones, just rocks.
 14 VICE CHAIR McCOY: Okay. Well, then, you
 15 know, I didn't know if it was just rocks or were there
 16 other components.
 17 MR. ALLMAN: No, there's no other components.
 18 Just rocks.
 19 VICE CHAIR McCOY: Well, while you're there,
 20 Mr. Allman, I wanted to ask about those open ended
 21 questions that staff never got an answer about, the
 22 third party, I guess the independent person that will
 23 come in and offer -- I mean this is right, I mean I'm
 24 thinking somewhere about maybe, at best, 50 feet from
 25 the rear wall of Stonybrooks, the multifamily housing

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1 community right there.
 2 Why was it not important, or why didn't you
 3 guys think it was important to follow a third party
 4 review for a number of the different questions that
 5 were asked?
 6 MR. ALLMAN: Well, first, it's actually 400
 7 feet where our operations are --
 8 VICE CHAIR McCOY: Well, at least from the
 9 property line.
 10 MR. ALLMAN: It's, yes, it's about 400 feet
 11 from the property line is where our operations are
 12 going to take place.
 13 VICE CHAIR McCOY: Not your operations. The
 14 property line.
 15 MR. ALLMAN: Right. Yes, it --
 16 MR. McCOY: The wall you're proposing --
 17 MR. ALLMAN: Right.
 18 MR. McCOY: -- to the rear wall of
 19 Stonybrooks is not 400 feet.
 20 MR. ALLMAN: Okay, the property line, it
 21 abuts Stonybrook's property line, that's true.
 22 VICE CHAIR McCOY: Right. So this, because
 23 it's so close in proximity, you know, that would kind
 24 of -- us being good neighbors, we want to err on the
 25 side of life and safety. You know, this, I mean I kind

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1 of would have thought that was a given.
 2 MR. ALLMAN: That's one of the reasons that
 3 when we laid everything out on the site, we put
 4 everything toward the south on the site and toward the
 5 east on the site, to maximize the distance from -- for
 6 example, where the bleach storage tanks are is about
 7 400 feet to the closest, the closest Stonybrook
 8 apartment. And so that's why we laid the site out like
 9 we did, to maximize that distance.
 10 And you asked about that. The issue is, you
 11 know, first it's, you know, we have to get permitted.
 12 There's a lot of permits that are required for the site
 13 from both the State and local governments. And every
 14 bit of permitting, you have to comply with all the, you
 15 know, current laws, rules and regulations, and
 16 everything that you design has to be signed and sealed
 17 by an independent third party engineer. So that third
 18 party analysis was done already by third party
 19 engineers.
 20 And additionally, your Building Department,
 21 you know, part of their job is to, you know, verify
 22 that everything that we submitted, you know, meets the,
 23 you know, all current, you know, rules and regulations.
 24 So for example, you know, the Fire Department looked at
 25 everything we submitted and said, you know, you're in

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1 compliance. Your Planning and Zoning looked a lot at
 2 what we submitted and said yes, you're in compliance.
 3 The only difficulty of the things that were
 4 asked for by your Planning and Zoning Department is
 5 having to prove a negative on the noise. I brought
 6 Mr. Brown out to my site, and I said: Stand 400 feet
 7 away from this while we're doing operations, which he
 8 did. And I said: Did you hear anything? And he said:
 9 Well, no. I said: Well, you're as far away as the
 10 residents at Stonybrook are going to be.
 11 How do you -- you know, that's a -- how do I
 12 prove that, you know, unless somebody wants to visit my
 13 site? And the site in Tampa is the only other site
 14 that I know of that does bleach distribution. But so,
 15 you know, we do meet the current noise ordinance.
 16 Everything with the noise ordinance we do meet and we
 17 will meet. And you know, the proof, I guess, is in the
 18 pudding.
 19 But, you know, it's not like I'm an engineer.
 20 It's how do I go about, you know, proving that there's
 21 no noise when I can look at the equipment and
 22 everything, of course, there's no noise. But it's, you
 23 know, how do you prove a negative? That's the
 24 difficulty. But the rest of the items, you know, were
 25 all covered by third party engineers and your own

24 (Pages 93 to 96)

<p style="text-align: right;">Page 97</p> <p>1 review based on, you know, your Planning Department, 2 your Fire Department, your Police Department, your City 3 engineer all reviewed it.</p> <p>4 VICE CHAIR McCOY: I'll (inaudible) with you 5 on the sound. Let's just take sound off of the table.</p> <p>6 But at least the question, and I think it's 7 number 45 on that December 7th letter, it speaks of an 8 environmental expert. Was that not something that was 9 palatable for you guys to do?</p> <p>10 MR. ALLMAN: We've, you know, we've basically 11 done that. The site is designed to meet all regulatory 12 rules and regulations.</p> <p>13 MR. McCOY: Mr. Allman, I'm extending beyond 14 regulatory rules. I asked would Odyssey be good 15 neighbors, go out and hire an environmental expert, 16 because we have the only and largest -- well, not the 17 only, but the largest multifamily development in our 18 City on Martin Luther King Boulevard, Martin Luther 19 King, Jr. Boulevard, and you're bringing up a chemical 20 bottling, hazardous chemical bottling facility.</p> <p>21 And I'm just asking as good neighbors, could 22 and why wouldn't Odyssey consider hiring an 23 environmental expert that staff asked? I mean and it 24 goes to the whole, you know, trust, but verify. You 25 know, we certainly believe that we're all, you know,</p>	<p style="text-align: right;">Page 99</p> <p>1 MR. McCOY: And they're required by whom?</p> <p>2 MR. ALLMAN: Well, if you look at the NFPA 1, 3 which is the fire code, it requires containment for the 4 chemical tanks. And it's very specific in NFPA 1. 5 It's a book about this thick, and it has a whole set of 6 rules on handling of chemicals, and we've complied with 7 every single one of them.</p> <p>8 MR. McCOY: And I just wonder why would they 9 require, the fire code require that they have 10 containment?</p> <p>11 MR. ALLMAN: So if you had a spill, it 12 wouldn't get out anywhere. In other words, you want to 13 be able to contain the spill. It's also good practice 14 on our part, because if you had a spill, you'd want to 15 collect the product and resell it. You wouldn't want 16 to lose the product. So that's why you have a 17 containment area.</p> <p>18 VICE CHAIR McCOY: Okay. So I've asked some 19 questions, and I appreciate you, Mr. Allman. But, you 20 know, I actually go back to that same question, which I 21 guess is kind of, I guess, a staff question as well as 22 an applicant.</p> <p>23 But the time line just doesn't exist, 24 because, you know, Mr. Gagnon mentioned that this was a 25 legal notice that was placed on December 5th in the</p>
<p style="text-align: right;">Page 98</p> <p>1 operating on the up and up, but it was just an 2 open-ended question, can you guys offer it, and your 3 response was you're within standards, industry 4 standards.</p> <p>5 But you know, I don't know what the industry 6 is for chemical manufacturing or bottling, but I don't 7 see it right next door to a multifamily --</p> <p>8 MR. ALLMAN: What would the environmental 9 expert, I guess what would they do? In other words, 10 you know, what would you want them to do?</p> <p>11 MR. McCOY: Lend a third party opinion.</p> <p>12 MR. ALLMAN: An opinion as to what?</p> <p>13 VICE CHAIR McCOY: Any environmental 14 concerns, any environmental impact, sound being one of 15 them, odor, I mean potential -- I mean any of the 16 possible variables that could happen at building one of 17 these facilities. So I mean if it's not something 18 that, you know, you guys --</p> <p>19 MR. ALLMAN: That was -- it was actually done 20 by your Fire Department. And they looked at it and -- 21 you know, they looked at it, and you know, the 22 environmental impacts of what could go wrong and was 23 the facility designed, you know, to address those 24 concerns. You know, for example, you know, the tanks 25 are required to have containment.</p>	<p style="text-align: right;">Page 100</p> <p>1 Palm Beach Post. We were at our City Planning and 2 Zoning Board meeting last week, a week ago today, which 3 is on December the 8th, and that was the first time 4 that we've gotten official notice, was just seven days 5 ago.</p> <p>6 We didn't get the packet until Friday, which, 7 I mean, I don't know when you sent it, but I actually 8 got a chance to dive into it on Monday. Then when we 9 got into the chambers this evening, I got bombarded 10 with about six different handouts or letters or 11 analyses. And I just was kind of really listening to 12 the comments, and I don't think I'm in any better 13 position now than when we started.</p> <p>14 And I certainly understand the comments, but 15 I want to make sure that we have all of the information 16 and have staff with all the information. My sentiments 17 and my inclination is that this can't even be voted on 18 either way because we don't even have all the 19 information.</p> <p>20 So from your perspective, Mr. Allman, was 21 there a time deadline, because I've heard that 22 referenced.</p> <p>23 MR. ALLMAN: You know, part of the problem 24 when you -- you know, for somebody like us is we're 25 under contract on the property, and you know, the</p>

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<p>1 contract expires. And the process has just taken a 2 long time. And you know, we're hoping to get a, you 3 know, final vote before our contract to purchase the 4 property had expired, you know, expires, so -- 5 MR. McCOY: Okay. Well, those are my 6 comments. I will say this one last thing. I kind of 7 was really looking especially for the, some sort of 8 legal determination, or I guess some opinion or even 9 comments from our City Attorney's Office regarding the 10 preemption that was just proposed tonight that would 11 really change a whole lot of what's going on here. 12 So those are my comments, Madam Chair. 13 CHAIR JAMES: Thank you, Vice Chair McCoy. 14 My questions have kind of been asked already. 15 But Mr. Allman, I think what Mr. McCoy may have been 16 trying to find out, what you talked about earlier in 17 your presentation was being a good community partner. 18 You didn't show any effort with that by not wanting to 19 provide this City with the things that we asked for, 20 the third party opinions. It just doesn't seem like 21 we're worth it to you. So it doesn't seem like a good 22 community partner. 23 I understand that you came in and you taught 24 some classes about, you know, chlorine to City staff. 25 But as an applicant, you've got to think outside of the</p>	<p>1 you can send staff or your Council representative an 2 e-mail, but some type of way where you can have your 3 voice heard if you can't be present. 4 That being said, those are my comments. So 5 I'm going to ask my Board Members, do we have a motion. 6 VICE CHAIR McCOY: Well, Madam Chair, I want 7 to ask a question for our City Attorney -- 8 CHAIR JAMES: You're recognized. Go ahead. 9 VICE CHAIR McCOY: Ms. Busby, do you have a 10 position on the preemption of the Interstate Commerce 11 Commission Termination Act? 12 MS. BUSBY: Well, I too received this memo 13 from the applicant's attorney just prior to the 14 meeting, although it was e-mailed at 5:00. It's a 15 federal statute. It has extensive case law related to 16 it, and it's going to require a more comprehensive 17 review than just a cursory review this evening prior to 18 the meeting. So with that in mind, you know, the legal 19 office is going to need additional time to respond to 20 that memorandum. 21 VICE CHAIR McCOY: Okay. That's it for my 22 question, Madam Chair. 23 CHAIR JAMES: Okay, is there a motion? 24 VICE CHAIR McCOY: I move to table, Madam 25 Chair.</p>
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<p>1 business. You didn't think nowhere, you know, the 2 thought never occurred to you that the residents would 3 be opposed to this. And to soothe any opposition, you 4 would present as much facts as you possibly could up 5 front to discourage that, and you weren't even willing 6 to do it. So that's one thing. 7 While we have people here tonight, I want to 8 see by a show of hands how many of are you signed up to 9 receive information from the City. 10 Okay, so we have City staff here. I'm going 11 to have them come up and provide the information so the 12 people who are here who want to get the information 13 about what's going on at the P&Z meetings are e-mailed 14 that information when it's available, because we 15 normally get it a week before. And I'm on that, even 16 though I'm on the Board. I get two e-mails. I get one 17 as a Board Member and I get one as a resident. 18 So go ahead, Jeff. 19 MR. GAGNON: Yes, Chair James, we have an 20 extra sheet, so anyone interested in receiving e-mails 21 from staff, me in particular, please provide your 22 information on this sheet. 23 CHAIR JAMES: Please do that. That way, if 24 you can't make it out to a meeting, you will at least 25 know what's going on. You can inform your neighbors,</p>	<p>1 CHAIR JAMES: Is there a second? 2 MR. KUNUTY: I'll second. 3 CHAIR JAMES: Roll call. 4 MR. VELASQUEZ: Motion made by Mr. McCoy. 5 Second by Mr. Kunuty. 6 Julius Whigham. 7 MR. WHIGHAM: Yes. This is to table? 8 MR. KUNUTY: Yes. 9 MR. WHIGHAM: Yes. 10 MR. VELASQUEZ: Margaret Shepherd. 11 MS. SHEPHERD: No. 12 MR. VELASQUEZ: Edward Kunuty. 13 MR. KUNUTY: Yes. 14 MR. VELASQUEZ: Tradrick McCoy. 15 VICE CHAIR McCOY: Yes. 16 MR. VELASQUEZ: Rena James. 17 CHAIR JAMES: Yes. 18 MR. VELASQUEZ: Motion passes, with 19 Ms. Shepherd dissenting. 20 MR. ALLMAN: Madam Chair, would it be 21 possible to request -- 22 CHAIR JAMES: Okay, I'm sorry, you're not 23 recognized. Okay, you may want to submit another 24 comment card. 25 Okay, we're going on to item VIII, general</p>

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1 discussion. We're moving to item A, public comment.
 2 First up, we have Gerald Ward.
 3 MR. WARD: Good evening again. Gerald Ward,
 4 2135 Broadway.

5 I think tonight raises what happened in the
 6 eighties. This Board used to go through a variety of
 7 four to eight applications a month. We had no end of
 8 people wanting to come to the industrial areas. Lewis
 9 Terminals is 1,000 acres, so we need to use it to
 10 entice more people.

11 And what I wanted to bring up is that there's
 12 only six of you appointed to the Board. Unfortunately,
 13 the only Council person that was left just left, and we
 14 need to find a way to get those additional positions
 15 filled.

16 Bessie Brown and Mr. Dukes totally exemplify
 17 that this town has more smart people that can solve
 18 problems. If the problems were solved at the Planning
 19 Board level, the item goes to Council, motion, second,
 20 without objection, next item.

21 And we have gone the opposite way. The
 22 Planning Board has gone downhill in terms of
 23 membership. We need to get more people. And people
 24 who get to express their views and see the results will
 25 come back day after day. We used to have this chamber

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1 And also, the Board can watch at home if they don't
 2 want to attend, they have other meetings, but they can
 3 watch it at home at their leisure.

4 It's wonderful that the Community Development
 5 Department sends out specialized e-mails or personal
 6 e-mails, but we should be able, every citizen should be
 7 able to go to the web site, look up Planning and
 8 Zoning, find out what's coming up and read the minutes.
 9 I cannot do that. I'm not a stupid person. I can't do
 10 it, and especially with this new web site that they
 11 have now.

12 A City employee tried to tell me the other
 13 day, he said: Well, go to government, then you go to
 14 P&Z, and there it will be. No. When I tried to do it
 15 myself, I got into the P&Z Department, and then it told
 16 me what the P&Z Department was. And then it went back
 17 again to say to get to P&Z, go here. It was round and
 18 round like this.

19 The other night when a staff told me to go to
 20 government, then P&Z, I did all of that. I clicked
 21 down, I'd find drop-downs and then it said 2009 was the
 22 latest I could get. Where is like tonight's meeting?
 23 It's not on there. 2009 was the -- if I can't find it,
 24 I'm sure other people cannot find it either. It should
 25 be there.

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1 filled in the eighties, just like tonight, or even
 2 full, 100 percent.

3 So I think it's incumbent upon the five of
 4 you that are here to make a special effort to talk to
 5 the powers that be. I know I spent two hours with a
 6 Councilperson today, and at the Port of Palm Beach we
 7 had two other Council people, both of which spoke on
 8 two separate matters. And so we should have better
 9 relations with another government. And they support
 10 it. Just so -- so one of them did the Town of Palm
 11 Beach Shores and the Town of Palm Beach. So we may all
 12 work in synergy around here, and we've got to do a
 13 little bit more personal effort on all fronts.

14 CHAIR JAMES: Thank you, Mr. Ward.

15 Next up we have Carmen. Is Carmen still
 16 present?

17 MS. WILDGOOSE: I only wanted to speak on the
 18 issue, so I pass.

19 CHAIR JAMES: Okay. Thank you, ma'am.
 20 Then next we have Bonnie Larson.

21 MS. LARSON: Bonnie Larson.

22 I have a few things I'd like to suggest to
 23 the P&Z Board that you asked for. And one of the
 24 things is that this meeting be televised. That would
 25 be a great way of letting residents know what happens.

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1 It should be on the calendar every month, on
 2 the calendar every month, and I'll bring this up at the
 3 City meeting. It only shows what's going on that day.

4 The P&Z meetings have been canceled lately,
 5 and maybe because there's not enough people. I know
 6 you're short one regular member, and there are no
 7 alternatives. There should be two alternatives. So
 8 what are we doing about getting people, like I said to
 9 the staff, what are we doing about getting new people
 10 or additional people so that we have a full Board, so
 11 if one person is out, we don't have to cancel?

12 The other thing is I would like you to
 13 consider is when it says give notice to somebody within
 14 300 feet -- that's just an example, so let's imagine
 15 this is your project, okay? They want to take that
 16 300 feet -- and let's say this is Stonybrook down here.
 17 They might take the 300 feet from up here.

18 You need to specify whatever number of feet,
 19 and I think it needs to be a lot more than 300 that it
 20 needs to be from every point along the perimeter of the
 21 property, because if you don't want people to know, you
 22 do the 300 feet up here and you don't even get to
 23 Stonybrook. Our property is 100 feet. One family, 100
 24 feet. So how many people are you going to notify with
 25 300 feet?

27 (Pages 105 to 108)

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<p>1 So those are the things I'd like the Planning 2 and Zoning Board to consider. Bring somebody -- bring 3 that to the Council and talk to them about it, because 4 like I said, we've been canceling so many meetings on 5 the City, on the CRA. There's plenty of time to 6 televise these meetings, and that will let everybody 7 know what was going on. It would answer their 8 questions.</p> <p>9 And an informed community, you can lower the 10 tempers, you can lower things if people are informed. 11 When they feel they're not informed, rumors circulate 12 and people just don't know what's going on. And people 13 should know what's going on in their community. We 14 have a right to know. So if those things, if you take 15 those things into consideration. Thank you.</p> <p>16 CHAIR JAMES: Thank you.</p> <p>17 Jeff, can you speak on that real quick? I 18 know we went around with that a couple years ago about 19 the television, airing that on the channel, so speak to 20 that really, really quick, and the issue Ms. Larson 21 spoke about, the 300 feet.</p> <p>22 MR. GAGNON: Yes, the distance is measured 23 from the property line, so the property line of any 24 project proposal would be the starting point for 25 measurement. So it wouldn't just be arbitrarily from</p>	<p>1 do not want development, but we want positive 2 development. We ask for things from this CDEC Board 3 here to be implemented so that development could be 4 conducive for the areas, as well as our residential 5 areas. But we have the trick of the trade. The devil 6 always comes in, and everybody takes to -- looks at 7 this City as the come and play, work, and then just 8 leave.</p> <p>9 Eighteen wheelers, they will have 18 10 wheelers. Let's stop horsefooting around. This is 11 sodium hypochlorite bleach. This more than bleach. In 12 India -- see, Ms. Brabham always do her research -- 13 2,000 peoples died in their sleep because this leakage 14 spilled. And they died, 2,000 people.</p> <p>15 They used these chemicals in World War II. 16 See, my dad served in World War II. He was a map 17 reader, and I guess that's why I like to read too and 18 apply myself. But I also love our community, and I 19 love my children.</p> <p>20 That pre-exemption case law, like I said, 21 warehouse. It doesn't specify that this type will be 22 mitigated to use within our areas and stuff too.</p> <p>23 Michael Brown is a slick of the trade. He'll 24 do anything to get his deal. So I respect his 25 profession, but I also would like for him to respect</p>
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<p>1 any point on site. So that's what we use for the 2 distance calculation.</p> <p>3 The television item has not come up in some 4 time now, so I can revisit that with our Executive 5 Department and see if it's a possibility moving 6 forward. Additionally, we do provide the postings on 7 our web site. Maybe having a more direct link to the 8 packet is necessary at this point, so we can work with 9 our IT Department to see if that's possible as well.</p> <p>10 CHAIR JAMES: I would suggest that as well, 11 because I had the same issue.</p> <p>12 MR. GAGNON: Okay.</p> <p>13 CHAIR JAMES: Okay, and I do web sites at my 14 job, so --</p> <p>15 Okay, next comment card we have is from Mary 16 Brabham.</p> <p>17 MS. BRABHAM: Mary Brabham, Riviera Beach.</p> <p>18 Thank you, Board. You can see what was 19 happening, exactly what we knew. They did not want us 20 engaged in this at all. This was pushed. It was a lot 21 of criterias in that package that was not even 22 addressed. We still say shame; we say shame on the 23 City, shame on our leaders, and shame on those that we 24 thought that meant us well.</p> <p>25 And as I always say, it's not because that we</p>	<p>1 this City. He's made a lot of money off of this City 2 here, and I'm surprised, but I'm not surprised, because 3 it's a way of life. But when it comes down to the way 4 of life of the residents as a whole, then that puts us 5 in a disagreement. But we can be agreeable as well as 6 disagreeable.</p> <p>7 So I'm asking, I'm asking them to stay over 8 in Tampa. I'm asking you to seek out, go in a rural 9 area, because I travel the countryside too, and I seen 10 those tanks, and those tanks are dangerous. Will we 11 have to move them out of here for a hurricane and then 12 bring them here? What kind of craziness is that? It's 13 crazy. Spills and everything. So I want this Board 14 here to be considerate and do their due diligence and 15 respect us and listen to us.</p> <p>16 CHAIR JAMES: Thank you, Ms. Brabham.</p> <p>17 MS. BRABHAM: Thank you.</p> <p>18 CHAIR JAMES: The last public comment card we 19 have is for Michael Brown.</p> <p>20 MR. BROWN: Madam Chair, respectfully, if I 21 had been allowed to speak beforehand, I would make the 22 point that my client -- I know you all wanted to table 23 it. My client would prefer, if you're going to vote it 24 down, that you vote it down, because again, obviously, 25 a presentation has been made.</p>

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<p>1 We were never given an opportunity to 2 establish, but it was established by the record, we 3 accepted the terms of conditions that was listed by 4 your department, with the exception of item seven 5 pertaining to the schedule of the railroad deliveries, 6 because again, that's preempted. So just so that the 7 record is clear, we accept all of the recommendations 8 that staff presented, with the exception of item seven 9 pertaining to scheduling of the railroad.</p> <p>10 It's clear that the Board appears to be not 11 inclined to approve the site plan consistent, I 12 believe, with the law that exists and the law of the 13 City. That's your prerogative. We would ask, rather 14 than table, because it's pretty obvious that it would 15 be very difficult to get approval based upon the 16 opinions that have been expressed tonight, and we would 17 request that if you are not going to approve it, we do 18 not want it tabled. We would prefer that you vote it 19 down if that's your -- the option would be to either 20 approve it or vote it down so that we can move to the 21 next level, present it to the City Commission, and go 22 on from there.</p> <p>23 Madam Chair, thank you. 24 CHAIR JAMES: Thank you. 25 Jeff, do you have any comment to what he is</p>	<p>1 CERTIFICATE 2 3 4 THE STATE OF FLORIDA) 5) 6 COUNTY OF PALM BEACH) 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 11 that the foregoing pages comprise a true and correct 12 transcription of my stenotype notes taken during the 13 proceedings. 14 IN WITNESS WHEREOF, I have hereunto set my 15 hand this 23rd day of December, 2016. 16 17 18 19 20 21 22 23 24 25</p> <hr/> <p>Susan S. Kruger</p>
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<p>1 proposing? I mean we've already made a vote tonight to 2 table it. And maybe had we, you know, had the 3 information, the letter submitted sooner, we could have 4 made a -- felt like we could have made an informed 5 decision. But since it was presented such -- you know, 6 at the last minute, that's my thinking, you know.</p> <p>7 MR. GAGNON: I won't make an additional 8 comment at this time.</p> <p>9 CHAIR JAMES: Okay. So being that it's 10 already tabled, they'll have to come back.</p> <p>11 So we're moving on to item C, Planning and 12 Zoning Board comments. Any project updates, upcoming 13 projects, Jeff?</p> <p>14 MR. GAGNON: The only other thing I'd like to 15 say to the Board at this time is I hope everyone has 16 happy holidays. We'll meet in 2017.</p> <p>17 CHAIR JAMES: Thank you.</p> <p>18 The next meeting is January 12. Do I have a 19 motion to adjourn?</p> <p>20 MS. SHEPHERD: Second.</p> <p>21 CHAIR JAMES: We need a motion.</p> <p>22 MS. SHEPHERD: Make a motion that we adjourn.</p> <p>23 (Whereupon, at 9:52 p.m., the proceedings 24 were concluded.) 25</p>	

Link to December 15, 2016 Planning and Zoning Board Meeting Agenda Packet:

<http://www.rivierabch.com/filestorage/24577/24756/25061/25107/25113/30013/Planning%26ZoningBoardMeetingPacket.12.15.2016.pdf>

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<p>CITY OF RIVIERA BEACH PLANNING AND ZONING BOARD</p> <p>---</p> <p>Thursday, February 9, 2017</p> <p>Council Chambers 600 West Blue Heron Boulevard Riviera Beach, Florida</p> <p>6:38 p.m. - 9:44 p.m.</p> <p>---</p> <p>IN ATTENDANCE:</p> <p>Rena James, Chair Tradrick McCoy, Vice Chair Margaret Shepherd, Board Member Julius Whigham, Sr., Board Member Lina F. Busby, Assistant City Attorney Jeff Gagnon, Assistant Director of Community Development DeAndrae Spradley, Principal Planner Mario Velasquez, Senior Planner Allison Goldberg, Senior Planner</p>	<p>1 MR. VELASQUEZ: A quorum is present.</p> <p>2 CHAIR JAMES: Will you go ahead and state for</p> <p>3 the record if the members who are absent gave proper</p> <p>4 notice.</p> <p>5 MR. GAGNON: Yes. Jeff Gagnon, Assistant</p> <p>6 Director of Community Development.</p> <p>7 I did hear from Mr. Kunuty and Mr. Barber</p> <p>8 prior to the meeting that they would not be able to</p> <p>9 attend tonight.</p> <p>10 CHAIR JAMES: Thank you. On to item III.</p> <p>11 Are there any additions or deletions to the agenda?</p> <p>12 MR. GAGNON: No, ma'am.</p> <p>13 CHAIR JAMES: Okay, we'll have disclosure by</p> <p>14 Board members at this time, followed by the adoption of</p> <p>15 the agenda. Are there any disclosures?</p> <p>16 VICE CHAIR McCOY: Madam Chair.</p> <p>17 CHAIR JAMES: Go ahead.</p> <p>18 VICE CHAIR McCOY: I have a disclosure. I</p> <p>19 have spoken to staff from the City Attorney's Office as</p> <p>20 well as the Planning and Zoning Board prior regarding</p> <p>21 this item. Also, I've received e-mails, a number of</p> <p>22 e-mails from members of the public and other text</p> <p>23 messages and what have you.</p> <p>24 CHAIR JAMES: Any other disclosures?</p> <p>25 MS. SHEPHERD: Margaret Shepherd. I had</p>
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<p>1 BE IT REMEMBERED that the following Planning</p> <p>2 and Zoning Board meeting was had at Riviera Beach City</p> <p>3 Hall Council Chambers, 600 West Blue Heron Boulevard,</p> <p>4 Riviera Beach, Florida, on Thursday, February 9, 2017,</p> <p>5 beginning at 6:38 p.m., with attendees as hereinabove</p> <p>6 noted, to wit:</p> <p>7 ---</p> <p>8 CHAIR JAMES: The time is now 6:38. Going to</p> <p>9 go ahead and call the meeting to order. We'll begin by</p> <p>10 a moment of silence and then the Pledge of Allegiance.</p> <p>11 (Moment of silence observed. Pledge of</p> <p>12 Allegiance recited.)</p> <p>13 CHAIR JAMES: We'll have roll call now.</p> <p>14 MR. VELASQUEZ: Julius Whigham.</p> <p>15 MR. WHIGHAM: Present.</p> <p>16 MR. VELASQUEZ: Margaret Shepherd.</p> <p>17 MS. SHEPHERD: Here.</p> <p>18 MR. VELASQUEZ: Edward Kunuty.</p> <p>19 (No response.)</p> <p>20 MR. VELASQUEZ: Zedrick Barber, II.</p> <p>21 (No response.)</p> <p>22 MR. VELASQUEZ: Tradrick McCoy.</p> <p>23 VICE CHAIR McCOY: Here.</p> <p>24 MR. VELASQUEZ: Rena James.</p> <p>25 CHAIR JAMES: Here.</p>	<p>1 about 22 people visit to my home on this matter.</p> <p>2 CHAIR JAMES: And I will disclose that I was</p> <p>3 contacted by the applicant to make a site visit to</p> <p>4 Tampa, which I was not able to attend. So if we don't</p> <p>5 have any other disclosures at this time, we'll go ahead</p> <p>6 and move for the adoption of the agenda. Is there a</p> <p>7 motion?</p> <p>8 VICE CHAIR McCOY: So moved.</p> <p>9 MR. WHIGHAM: Second.</p> <p>10 MR. VELASQUEZ: Julius Whigham.</p> <p>11 MR. WHIGHAM: Yes.</p> <p>12 MR. VELASQUEZ: Margaret Shepherd.</p> <p>13 MS. SHEPHERD: Yes.</p> <p>14 MR. VELASQUEZ: Tradrick McCoy.</p> <p>15 VICE CHAIR McCOY: Yes.</p> <p>16 MR. VELASQUEZ: Rena James.</p> <p>17 CHAIR JAMES: Yes.</p> <p>18 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>19 approved.</p> <p>20 CHAIR JAMES: Thank you. On to unfinished</p> <p>21 business. I'm sorry.</p> <p>22 VICE CHAIR McCOY: That was adoption. We're</p> <p>23 in approval.</p> <p>24 CHAIR JAMES: Approval of the minutes, sorry.</p> <p>25 So we have approval of the minutes from the January</p>

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<p>1 22nd, 2017 meeting.</p> <p>2 VICE CHAIR McCOY: Move to approve, Madam</p> <p>3 Chair.</p> <p>4 MS. SHEPHERD: Second.</p> <p>5 CHAIR JAMES: Roll call.</p> <p>6 MR. VELASQUEZ: Julius Whigham.</p> <p>7 MR. WHIGHAM: Yes.</p> <p>8 MR. VELASQUEZ: Margaret Shepherd.</p> <p>9 MS. SHEPHERD: Yes.</p> <p>10 MR. VELASQUEZ: Tradrick McCoy.</p> <p>11 VICE CHAIR McCOY: Yes.</p> <p>12 MR. VELASQUEZ: Rena James.</p> <p>13 CHAIR JAMES: Yes.</p> <p>14 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>15 approved.</p> <p>16 CHAIR JAMES: Now for unfinished business.</p> <p>17 MR. GAGNON: Yes, thank you, Chair. Once</p> <p>18 again, Jeff Gagnon, Assistant Director of Community</p> <p>19 Development.</p> <p>20 You have before you tonight an item that was</p> <p>21 previously reviewed by the Planning and Zoning Board on</p> <p>22 December 15th of last year. It's a resolution of the</p> <p>23 City Council of the City of Riviera Beach, Palm Beach</p> <p>24 County, Florida, approving the site plan and special</p> <p>25 exception application from Odyssey Manufacturing</p>	<p>1 because some are marked for public comments, which</p> <p>2 comes at the end of the agenda. I mean public</p> <p>3 comments, under that section is section VIII, not</p> <p>4 section VI.</p> <p>5 So just be aware of which box you're checking</p> <p>6 when you're completing the public comment card so as I</p> <p>7 go through these and I have not called you to speak on</p> <p>8 this item, it's because you probably have the wrong box</p> <p>9 marked. Okay, so we'll go ahead with the presentation.</p> <p>10 MR. GAGNON: As a summary of the presentation</p> <p>11 tonight, you'll be presented with a location map, an</p> <p>12 aerial image. Current site photos, you'll see both the</p> <p>13 previous site plan and the amended site plan proposal</p> <p>14 with notation of the proposed changes. The landscape</p> <p>15 plan proposed will be provided. Odyssey has provided</p> <p>16 photos of a similar facility, the same photos from last</p> <p>17 meeting as well, and then we can look at the staff</p> <p>18 report.</p> <p>19 So here's the subject area. This is a</p> <p>20 location map of the area itself. Stonybrook is to the</p> <p>21 west and Tropical Shipping to the east along Dr. Martin</p> <p>22 Luther King, Jr. Boulevard. Here is an aerial of the</p> <p>23 site itself. The site does encompass this main parcel</p> <p>24 and two smaller parcels to the west as well. You can</p> <p>25 also notice it does about the railroad tracks as well,</p>
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<p>1 Company for the construction of a bleach storage and</p> <p>2 distribution facility, including eight 40,000 gallon</p> <p>3 storage tanks and a future material storage area on an</p> <p>4 approximately seven acre vacant parcel of land known by</p> <p>5 PCN 56-43-42-32-43-001-0000 located on the south side</p> <p>6 of Dr. Martin Luther King, Jr. Boulevard, east of 1555</p> <p>7 Dr. Martin Luther King, Jr. Boulevard, which is the</p> <p>8 Stonybrook Apartments, and west of 1489 Dr. Martin</p> <p>9 Luther King, Jr. Boulevard, which is Tropical Shipping,</p> <p>10 and providing for an effective date.</p> <p>11 So for the general public, just a brief</p> <p>12 overview of the procedures for tonight. We'll have a</p> <p>13 staff presentation, followed by a presentation by the</p> <p>14 applicant. Then there will be an opportunity for</p> <p>15 public comments on the item as well.</p> <p>16 I don't know, Chair James, if you wanted to</p> <p>17 make a general statement about the pink comment cards,</p> <p>18 but typically we'd ask for the comment cards to be</p> <p>19 provided prior to the start of the item. However, we</p> <p>20 do need a pink comment card to receive public comment.</p> <p>21 CHAIR JAMES: There is something I want to</p> <p>22 note about the comment cards. Right now we're on the</p> <p>23 agenda, and I think at this point everyone who has</p> <p>24 submitted a comment card wants to speak on item A, but</p> <p>25 that's not easily identified on some of these cards,</p>	<p>1 which is a main factor and component of this project</p> <p>2 proposal.</p> <p>3 So here's a view taken from the center of the</p> <p>4 roadway to the north. This is looking south. You can</p> <p>5 see Tropical Shipping in this photo. This is a rail</p> <p>6 transfer station to the north. Also to the north you</p> <p>7 can see an existing canal and residences. This is a</p> <p>8 view west. This is also west. You can see the</p> <p>9 Stonybrook Apartments. And the resolution is difficult</p> <p>10 to see on this, but this is south across the parcel</p> <p>11 itself. You can see the parcel itself is currently</p> <p>12 vacant. This is also a view south.</p> <p>13 So the proposal that was provided during the</p> <p>14 December 15th Planning and Zoning Board meeting, it had</p> <p>15 a three phased approach. It was for the bleach storage</p> <p>16 and transfer in phase one, there was a phase two</p> <p>17 warehouse, and also a phase three storage area for</p> <p>18 Cemex.</p> <p>19 So this is the phase two warehouse area. And</p> <p>20 what occurred between the December 15th meeting and</p> <p>21 tonight's meeting is the applicant decided to remove</p> <p>22 this phase from the development proposal. And</p> <p>23 obviously, the applicant will have the opportunity to</p> <p>24 explain that in greater detail, however, I think it was</p> <p>25 based off of comments that were provided during the</p>

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<p>1 last public meeting on this item. So the phase two 2 warehouse, as shown, will be removed. 3 This is the current proposal. And I'll put 4 the mouse cursor over the same area. You can see the 5 warehouse has been removed. The storage and transfer 6 location remains the same as previously, as well as the 7 storage area for Cemex. 8 So the landscape plan remains unchanged, 9 except that staff did ask the applicant to add 10 additional shade trees along the landscape buffer 11 adjacent to the Stonybrook Apartments. So the 12 applicant did agree to add an additional 30 shade trees 13 along this location. So to give you a feeling of how 14 many 30 shade trees would equal, currently along this 15 stretch is approximately 30 shade trees currently. So 16 it would be doubling the number of shade trees, so 17 there would be a significant increase in that landscape 18 buffer. 19 And this is just the other section of the 20 landscape plan towards the south end of the property. 21 These are the same two photos that were 22 provided during our last meeting. These are photos of 23 the existing facility that Odyssey operates, so it 24 gives you a good general understanding and feeling of 25 what the storage tanks would look like on this site as</p>	<p>1 that the Odyssey proposal is not to manufacture bleach 2 in this location. Any sort of manufacturing of bleach 3 would occur at an off-site location, and this is for 4 storage and transfer of that bleach commodity. So 5 there is no manufacturing proposed on site currently. 6 As previously referenced, they did decide, 7 Odyssey did decide to remove that phase two warehouse 8 from the proposal. Based off of Board comments and 9 public comments, they thought that that proposal would 10 be more in line with the intent of the code and also 11 what the general public and Board was looking for. 12 I did want to make reference once again that 13 similar to the last packet that was provided during the 14 December 15th meeting, City Code Section 31-62, which 15 is standards for granting special exceptions, that's 16 included in your packet just behind the staff report as 17 well. 18 So that kind of guides the Board as far as 19 the review process. And it also guides the staff 20 analysis as far as what specific elements we're looking 21 for to see whether or not that special exception is 22 being met, and it's supposed to guide the Planning and 23 Zoning Board's analysis of the project in general. 24 So what I'll do is I'll skip down to the 25 special exception analysis. The other sections of the</p>
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<p>1 well, in addition to some of the other components 2 anticipated to be, including this site plan. 3 At this point I'd like to transfer it to the 4 staff report. And just for the record, there is a 5 public reference binder in the back of the room that 6 has all the information that was provided online, which 7 included the staff report. It also includes an 8 additional environmental assessment that the applicant 9 has provided since our previous meeting. So there's 10 some important information included in that document as 11 well. Again, that was presented to the Board when the 12 packet was distributed, as well as having it available 13 to the general public in the rear of the room. 14 So as I discussed previously, there's three 15 parcels. The primary parcel is approximately seven 16 acres. In total, it's approximately nine acres for the 17 entire development. The existing use is vacant, and 18 the zoning designation is general industrial, and that 19 corresponds to the industrial future land use. 20 I touched upon the adjacent property uses 21 currently. The two major developments would be 22 Tropical Shipping and Stonybrook Apartments to both the 23 east and west of the property. So I want to touch upon 24 some of the highlights within the background. 25 I did want to note again during this meeting</p>	<p>1 typical review, the staff analysis and review, staff 2 feels as though the applicant has met those 3 requirements. The special exception analysis, again, 4 the facts of the project are provided to the Board for 5 review and analysis, and it's really on the Planning 6 and Zoning Board to review these facts, ask any 7 additional questions you may have and provide a final 8 recommendation of the project to City Council. 9 So under special exception analysis, there's 10 a few criteria. For the record, I'll list the 11 beginning of that criteria and also staff analysis of 12 the project proposal. 13 So the first is ingress and egress to the 14 property and also proposed structures thereon. So as 15 you saw from the previous aerial, it's located on MLK, 16 Jr. Boulevard, and all that ingress and egress to the 17 site is readily available, so staff feels it met that 18 criteria. 19 (B) is off-street parking and loading areas. 20 This is really a component of the type of structures 21 built and anticipated parking demand. Staff feels that 22 adequate parking has been provided and that the 23 application meets that criteria. 24 Letter (c) is refuse and service areas, 25 including consideration of relevant factors as listed</p>

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<p>1 above. So again, there are trash service capabilities 2 for the site, and there is a dumpster enclosure that's 3 been designed per City standards on the proposed site 4 plan, so staff feels that letter (c) has been met by 5 the applicant. 6 Letter (d), utilities, including such 7 consideration as hook-in locations and availability and 8 compatibility of utilities for the proposed area or 9 structure. Again, all the utilities are available to 10 the site, including sewer, water, electric, and so the 11 typical hookups can be provided for this proposal. 12 Letter (e) is really a description of how the 13 landscaping and buffering will work for the proposal 14 itself. As previously mentioned, the applicant has 15 agreed to plant 30 additional trees along the landscape 16 buffer adjacent to Stonybrook, and staff feels as if 17 this letter, letter (e) has been met by the applicant. 18 Letter (f), consider signs or outside 19 displays. At this time there is no sign proposed, no 20 signing proposed on site. In the future, if a sign is 21 requested, it would go through a separate permit 22 process. Additionally, a lighting plan has been 23 provided, and it meets City codes. 24 Letter (g) is required yards and open spaces. 25 This plan adequately meets all City codes. Most of the</p>	<p>1 state the development is located in the City of Riviera 2 Beach. 3 Number four, this resolution would supersede 4 any previous site plan approvals. 5 Number five, City Council would authorize 6 City staff to approve future amendments to the site 7 plan administratively, so long as they do not deviate 8 greater than five percent from the originally approved 9 site plan. 10 Number six, a unity of title is required 11 prior to the issuance of a Certificate of Occupancy or 12 a Certificate of Completion for the three parcels. 13 Number seven, activity on this property which 14 results in offensive noise, which is specifically 15 defined under City Code Section 11-141 and as follows, 16 that shall be discontinued during the time between 17 8 p.m. and 7 a.m. 18 Number eight, tanker trucks may actively 19 transport bleach from this location, however, tanker 20 trucks shall not be utilized for long-term storage of 21 bleach or other material on site. 22 Number nine, the eight 40,000 gallon storage 23 tanks proposed shall only be utilized for the storage 24 of bleach and no other material or substance. 25 Number ten, approval of any future expansion</p>
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<p>1 site itself, as proposed, is currently open, so it 2 meets that requirement. 3 Letter (h) is other applicable requirements, 4 such as those found in Section 31-481, which is our PUD 5 section of the code, which isn't really relevant to 6 this development in my opinion; Section 31-566, which 7 is our parking section of the code, which was 8 referenced earlier on where adequate parking has been 9 provided; and also Section 31-596, which is our 10 landscape section of the code, which has also been met. 11 So under Recommendation, City staff advises 12 that the Planning and Zoning Board review and consider 13 all information presented and provide a recommendation 14 to City Council. If the Planning and Zoning Board 15 chooses to recommend approval, City staff recommends 16 including the following conditions of approval. And 17 there are ten conditions of approval below. Some are 18 standard language. 19 So number one is a two year landscape 20 performance bond for 110 percent of the value of 21 landscaping and irrigation. 22 Number two, construction and landscaping 23 improvements must be initiated within 18 months of the 24 effective date of resolution. 25 Number three, all future advertising must</p>	<p>1 requests of the on-site bleach storage capacity of this 2 facility shall require an additional special exception 3 approval. Again, it is currently eight 40,000 gallon 4 storage tanks proposed, which would be a 320,000 gallon 5 storage capacity in total. 6 So at this time, if the Board does not have 7 questions of staff, I would turn it over to the 8 development team for Odyssey. 9 CHAIR JAMES: I have a question. 10 MR. GAGNON: Yes, ma'am. 11 CHAIR JAMES: In your Recommendation, it's 12 not clear if the City is recommending approval or 13 denial. It just states if the Planning and Zoning 14 Board chooses to recommend approval, City staff 15 recommends including the following conditions of 16 approval. So what is the City's position or the 17 staff's position? 18 MR. GAGNON: Well, again, as described under 19 Code Section 31-62, it specifically provides that 20 analysis responsibility to the Planning and Zoning 21 Board. So again, staff has provided as many facts as 22 we could. We provided an analysis of the special 23 exception criteria to allow the Planning and Zoning 24 Board to analyze that data. However, at this time we 25 feel as if ultimately, that decision falls on the</p>

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<p>1 Planning and Zoning Board.</p> <p>2 CHAIR JAMES: So you're not recommending</p> <p>3 approval as in previous --</p> <p>4 MR. GAGNON: The previous --</p> <p>5 CHAIR JAMES: We always usually get a</p> <p>6 recommendation. So it's just up to us, okay. So</p> <p>7 noted.</p> <p>8 Does the Board have any other comments of</p> <p>9 staff at this time?</p> <p>10 MR. WHIGHAM: I have one question. I know</p> <p>11 that at our last meeting we were concerned about having</p> <p>12 a third party involved in this to tell the citizens and</p> <p>13 the Board whether this condition of the storage tanks</p> <p>14 would be safe and how about they're doing. And you</p> <p>15 know, I just thought we were supposed to have a third</p> <p>16 party involved.</p> <p>17 But then too, I'm concerned that the State</p> <p>18 Environmental Protection Agency hasn't been involved.</p> <p>19 Have they been notified about this, or the Federal</p> <p>20 Protection Agency been notified of this concern about</p> <p>21 what's going on in the City of Riviera Beach?</p> <p>22 MR. GAGNON: So in response to the request</p> <p>23 for a third party analysis, Odyssey did procure that</p> <p>24 analysis, and it has been provided in the staff report,</p> <p>25 in the staff packet that's been provided. I think</p>	<p>1 official response. I think it has been worked out, and</p> <p>2 I think it's a nonissue at this point, however, I</p> <p>3 haven't received documentation on that.</p> <p>4 VICE CHAIR McCOY: Follow-up, Madam Chair.</p> <p>5 CHAIR JAMES: Go ahead.</p> <p>6 VICE CHAIR McCOY: I actually went through</p> <p>7 the minutes, and I specifically tried to preface it,</p> <p>8 because we were presented with a memorandum that</p> <p>9 referenced Interstate Commerce Commission Termination</p> <p>10 Act at the last moment, I think moments before we got</p> <p>11 into the meeting, and it was stated by the applicant</p> <p>12 that they were preempted from City's code.</p> <p>13 And I asked the question of our Legal</p> <p>14 Department, if they had an opinion, and it was said</p> <p>15 that they were going to have to provide a review and</p> <p>16 then come back and give us the information as to</p> <p>17 whether there was any preemption. So that's, in my</p> <p>18 opinion, why we tabled.</p> <p>19 MR. GAGNON: I'm sorry. I believe that it</p> <p>20 was discussed and worked out. And I don't want to</p> <p>21 speak for the applicant, but I believe that they're</p> <p>22 comfortable with moving forward with the review process</p> <p>23 as is. But again, the applicant can respond</p> <p>24 differently if I'm speaking out of turn.</p> <p>25 VICE CHAIR McCOY: Right, but just so I can</p>
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<p>1 Odyssey will be able to provide a better description of</p> <p>2 the findings and results of that report, however, a</p> <p>3 report was completed.</p> <p>4 And as far as contacting DEP or any sort of</p> <p>5 regulatory agencies, I think that would happen further</p> <p>6 down the line to ensure that any sort of development</p> <p>7 was in line with any sort of Federal or State or County</p> <p>8 laws if they're a different source other than City</p> <p>9 laws. So that would come at a later date.</p> <p>10 CHAIR JAMES: Are there any other Board</p> <p>11 comments for staff?</p> <p>12 VICE CHAIR McCOY: Madam Chair.</p> <p>13 CHAIR JAMES: Go ahead.</p> <p>14 VICE CHAIR McCOY: I was specifically looking</p> <p>15 for a response to why we tabled the meeting last --</p> <p>16 actually, in December when we requested a review of the</p> <p>17 memo that was provided by the applicant.</p> <p>18 MR. GAGNON: I think that after staff</p> <p>19 reviewed the item, if you recall, there was a condition</p> <p>20 of approval that referenced a time for use of the</p> <p>21 railway itself. That condition has been removed from</p> <p>22 staff's recommendation, being that there are Federal</p> <p>23 regulations that kind of dictate the use of rail lines.</p> <p>24 As far as an official response to the</p> <p>25 submittal, I'd have to defer. I haven't seen an</p>	<p>1 know for myself and maybe perhaps other members of the</p> <p>2 Board, we were provided with documentation that said</p> <p>3 that they were preempted from coming to get a special</p> <p>4 exception. Just because I think it was something like</p> <p>5 we asked, I was hoping that we would get a response or</p> <p>6 some information back from our Legal Department or even</p> <p>7 from City staff as to the applicability of the</p> <p>8 Interstate Commerce Commission Termination Act. So</p> <p>9 that's where I'm at.</p> <p>10 MS. BUSBY: Chair?</p> <p>11 CHAIR JAMES: Go ahead.</p> <p>12 MS. BUSBY: Our office can respond.</p> <p>13 MR. DeGRAFFENREIDT: Sure. I understand the</p> <p>14 position taken by the applicant in the memorandum. I</p> <p>15 respectfully disagree. I think we have the entitlement</p> <p>16 to apply our zoning applications to the project and</p> <p>17 it's not preempted. Whether that's true or not,</p> <p>18 whether I'm right or Mr. Brown is right is really</p> <p>19 irrelevant to your proceeding. Who's right will be</p> <p>20 decided in a court of law, should that issue have to be</p> <p>21 decided there. You have an issue that is unrelated to</p> <p>22 that tonight, and I respectfully request you to decide</p> <p>23 it.</p> <p>24 CHAIR JAMES: I'm sorry, could you state your</p> <p>25 name and --</p>

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<p style="text-align: right;">Page 21</p> <p>1 MR. DeGRAFFENREIDT: My name is Andrew 2 DeGraffenreidt. I'm the City Attorney. 3 CHAIR JAMES: Thank you. 4 Any other questions? 5 VICE CHAIR McCOY: Follow-up. 6 CHAIR JAMES: Go ahead. 7 VICE CHAIR McCOY: Madam Chair, and I respect 8 the legal expertise of our City Attorney, but a part of 9 our role as being on the Planning and Zoning Board, 10 we're allowed to request information that we deem or 11 think is relevant and necessary in our decision making. 12 And you know, I would certainly take your 13 opinion, but, you know, we're volunteers, so at the 14 minimum, if the City Attorney's Office has made a 15 determination that it's not applicable, you know, I 16 think prior to us being in the meeting is when we 17 should have found out. So I mean that's a vested role 18 that's provided to the Planning and Zoning Board as 19 members. 20 So that's what I have for that, Madam Chair, 21 and I would have hoped that we would have had something 22 other than, you know, just a statement on the record. 23 I was looking for an actual memorandum, and that was 24 the whole reason why we tabled this item. 25 CHAIR JAMES: Any other comments from the</p>	<p style="text-align: right;">Page 23</p> <p>1 last presentation, so I'm not going to go over all that 2 stuff. We're going to rely on what was presented on 3 the record in the December 15th meeting. The only 4 changes have already been covered as far as Odyssey's 5 site drawing. We eliminated the warehouse, and there 6 was a slight increase in the retention pond area. The 7 last thing we did is an environmental risk assessment. 8 It was performed by a third party, based on Board 9 feedback at the December meeting. 10 So just as a quick overview, staff has 11 stipulated we meet all the requirements for the special 12 exemption, if you agree with them. And secondly, 13 staff -- or Odyssey accepts all of the stipulations in 14 the staff recommendations for approval that have been 15 presented previously by Mr. Gagnon. 16 Our core business is disinfection. The 17 primary chemical used for disinfection in Florida is 18 sodium hypochlorite, otherwise known as bleach. It's 19 added to the drinking water to create safe drinking 20 water, and it's added to wastewater to make it safe to 21 be disposed of in the ground or in the ocean. 22 This is a bleach tank that happens to be at 23 the City of Riviera Beach Water Plant. We installed 24 this tank about four months ago to help the City with 25 water quality problems they were having, so we're</p>
<p style="text-align: right;">Page 22</p> <p>1 Board or staff? Okay, we can move on to the 2 applicant's presentation. 3 (Discussion held off the record.) 4 MR. ALLMAN: Computers are very maddening at 5 times. 6 Madam Chairwoman, members of the Planning and 7 Zoning Advisory Board and general public, I want to 8 thank you all for the opportunity to be here and to 9 make this presentation for our proposed bleach 10 distribution facility. 11 CHAIR JAMES: Please state your name. 12 MR. ALLMAN: My name is Pat Allman. I reside 13 at 707 South Packwood in Tampa, Florida. And first 14 thing I'd like to do is just to introduce members of 15 our team that are here tonight. 16 I am the general manager of the company and 17 the project manager. Our CEO, Steve Sidelko, is right 18 here. 19 MR. SIDELKO: Good evening. 20 MR. ALLMAN: I have a salesman that lives in 21 Fort Lauderdale, Pablo Placene (phonetic). I'm not 22 sure if he made it. I don't see him. Randall 23 Granberry, he's going to be our local construction 24 manager. And Michael Brown is our local counsel. 25 So really, this is just a continuation of our</p>	<p style="text-align: right;">Page 24</p> <p>1 actually using bleach at the City of Riviera Beach 2 Water Plant to help with water quality problems. 3 It also illustrates another part of our 4 business, and that is we're a licensed general plumbing 5 contractor who installs chemical systems. If you look 6 at this pie chart here, you'll see that 94 percent of 7 the water and wastewater plants in Florida use bleach 8 for disinfection. These are some of the major cities 9 using bleach. Every one of these cities or counties 10 have multiple bleach tanks, many of them in residential 11 neighborhoods. 12 Bleach is considered very safe. For example, 13 Palm Beach County has over 2 million gallons of bleach 14 tanks, storage for bleach just at the water and 15 wastewater plants alone. This is where bleach is used 16 in Florida. You can see water and wastewater plants, 17 power plants, small industrial customers, pool stores 18 such as Pinch A Penny and Leslie's Pool, water parks. 19 The City of Riviera Beach uses bleach at its water park 20 here in town. And of course, for bottles, things like 21 Clorox in grocery stores. 22 So Odyssey is headquartered in Tampa. We 23 have multiple locations in Florida, and we make bleach, 24 we distribute bleach; we are a contractor who puts in 25 chemical systems. And we also sell equipment to the</p>

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<p>1 water and wastewater industry primarily. So this is 2 where we are, and as you can see toward the bottom, 3 we're hoping to have a facility in the future in 4 Riviera Beach.</p> <p>5 So why Riviera Beach? First of all, there's 6 a supply shortage of bleach in Florida. There's an 7 excess supply of bleach outside of Florida. And this 8 shortage is going to become more pronounced as the last 9 few chlorine gas users get phased out in Florida.</p> <p>10 Within the next two years in southeast Florida, 11 25 million gallons of bleach is going to be needed. 12 Right now there's no one in Florida that can make it.</p> <p>13 What we're looking to do, rather than spend 14 \$65 million on a salt to bleach plant, we're looking to 15 spend a fraction of that and put in distribution 16 facilities and use the excess bleach capacity that's in 17 Niagara Falls and bring it down here to Florida.</p> <p>18 So the second bullet is so our business is 19 integrally related to and dependent on rail service. 20 It's not practical to truck bleach that far. You can 21 get a heck of a lot more bleach in a railcar, and you 22 can get it here a lot cheaper, with a lot less fuel 23 use.</p> <p>24 So second point is we're significantly 25 dependent on the intermodal rail system, the</p>	<p>1 of community input for our design. The front five 2 acres, as you saw on the picture in the site plan that 3 Mr. Gagnon presented, aren't even being developed. All 4 our operations are on the back of the property adjacent 5 to where the concrete companies are.</p> <p>6 The front is going to have a decorative 7 fence. We're going to have landscaping well above the 8 code for the north and west sides of the property.</p> <p>9 There's a separation wall with Stonybrook Apartments, 10 with landscaping on both sides of the wall, and there's 11 a retention pond behind the wall that further separates 12 Stonybrook Apartments from our site activities.</p> <p>13 This shows an identical fence that's at the 14 Tesla dealership that we're going to be putting in by a 15 local fence contractor.</p> <p>16 I love computers. You knew that.</p> <p>17 You can see what the gate will look like. 18 It's an attractive automatic gate, and the gate is well 19 inside the property limits. We're going to have 20 landscaping all along the fence similar to this, except 21 with more trees.</p> <p>22 This shows the Odyssey control room right 23 here in Tampa, where not only do we have people on site 24 during the day, but at night we can watch the site both 25 with security cameras and with -- you can see the -- we</p>
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<p>1 transportation system. Riviera Beach is uniquely 2 located to I-95 and the Florida Turnpike. That allows 3 us to get our bleach up and down the southeast Florida 4 coast, which is where all the customers are.</p> <p>5 Third, the site in Riviera Beach offers a 6 wonderful place where we can process the bleach by 7 taking it from the railcar to the storage tanks.</p> <p>8 And lastly, our product performs a public 9 purpose. Without bleach, you would be not able to 10 drink the drinking water. You'd have to boil it. You 11 couldn't take a shower with it. You'd have to boil it.</p> <p>12 Without bleach, you'd be discharging the effluent from 13 wastewater plants and creating public health 14 nightmares. People would be sick with cholera and all 15 kinds of other diseases.</p> <p>16 So Riviera Beach is an important place 17 because of, frankly, the rail yard on the proposed 18 site. There's four major rail yards on the Florida 19 east coast where Florida East Coast Railroad and CSX 20 Railroad come together. One is in Miami. One is in 21 Riviera Beach right here at this property. There's 22 five tracks. It's a major rail yard. The third is in 23 Fort Pierce, and the fourth is in Jacksonville. That's 24 why this site is the right site, because of the rail.</p> <p>25 So how did we get here? Well, we got a lot</p>	<p>1 can look at every process on the VLCs there.</p> <p>2 So to build this thing, we're going to use 3 local suppliers. We've entered into contracts or 4 purchase orders for about two-thirds of the items that 5 we're going to be needing already to build the site.</p> <p>6 We're also going to use local contractors to build it. 7 So Odyssey is going to act as the general contractor, 8 which allows us to hire all the subs. These are all 9 the subs we're going to be hiring to build the 10 facility, and we have contracts with about half of them 11 already.</p> <p>12 This is what we foresee as our total 13 investment in the property. The first phase is the 14 bleach unloading facility, and the total investment is 15 going to approach \$9 million. There we go.</p> <p>16 Some of the benefits to Riviera Beach are an 17 investment in the community, job creation, increase in 18 tax base, purchase of outside services and community 19 partnering. Initially we're going to bring 20 jobs.</p> <p>20 Okay, well, I think I'll just summarize with 21 this, since I'm not really able to get through the -- 22 here we go. We'll summarize here. So staff has 23 stipulated we meet all requirements of the special 24 exemption. We accept all the other stipulations in the 25 recommendation for approval presented at this meeting.</p>

7 (Pages 25 to 28)

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<p>1 And kind of the last thing I'd like to say is</p> <p>2 we requested, and if the staff wants to take advantage</p> <p>3 and request a presentation, but the consultant that did</p> <p>4 the third party report, Mr. Whigham, is here if you'd</p> <p>5 like to hear from him.</p> <p>6 Anyway, that's all we have, but thank you</p> <p>7 very much, Madam Chairwoman. Appreciate your all's</p> <p>8 time.</p> <p>9 CHAIR JAMES: Thank you. I would like to</p> <p>10 have the person from the agency that did the third</p> <p>11 party review, if you could quickly come up and</p> <p>12 summarize that report for the audience. Thank you.</p> <p>13 VICE CHAIR McCOY: Madam Chair, prior to him</p> <p>14 coming, can I ask a question of the applicant?</p> <p>15 CHAIR JAMES: Sure.</p> <p>16 VICE CHAIR McCOY: Mr. Allman.</p> <p>17 MR. ALLMAN: Yes.</p> <p>18 VICE CHAIR McCOY: The warehouse was removed</p> <p>19 from the site plan. Why was that?</p> <p>20 MR. ALLMAN: We thought the best thing was,</p> <p>21 since we hadn't planned on building it right away</p> <p>22 anyway, we thought the right answer was simply it would</p> <p>23 streamline this whole approval process by removing it,</p> <p>24 and we thought it would just be a lot simpler and</p> <p>25 easier. And so, you know, rather than debate whether</p>	<p>1 the City's Legal Department, and they can speak for</p> <p>2 themselves, have concluded that, I believe -- and</p> <p>3 they'll address this -- that we meet the requirements</p> <p>4 of the special exception without even the application</p> <p>5 of the Federal statute. That's number one.</p> <p>6 And so therefore, the warehouse required a</p> <p>7 special exception, and the City has taken the position</p> <p>8 also that the storage tanks also require a special</p> <p>9 exception, which we disagree with that. But</p> <p>10 nonetheless, under the statute, I'm sure your City</p> <p>11 Attorney can tell you, once we meet the requirements</p> <p>12 for the City code for a special exception, which we</p> <p>13 have, then it's our position that we are entitled under</p> <p>14 City code and the law to the granting of the special</p> <p>15 exception.</p> <p>16 VICE CHAIR McCOY: Follow-up, Madam Chair.</p> <p>17 CHAIR JAMES: Go ahead.</p> <p>18 VICE CHAIR McCOY: Well, that begs the</p> <p>19 question that if you meet the requirements without the</p> <p>20 Federal statute, why was the memorandum presented that</p> <p>21 stated that you guys are exempt because of the</p> <p>22 Interstate Commerce Commission Termination Act? Why</p> <p>23 did you even offer that up to the Planning and Zoning</p> <p>24 Board?</p> <p>25 MR. BROWN: Well, you're right. I didn't</p>
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<p>1 it's needed or not, it was simpler to remove it.</p> <p>2 We were going to use it, as you know, to</p> <p>3 bottle bleach. If we never bottle bleach there, then</p> <p>4 the 20 jobs the bottling bleach creates just doesn't</p> <p>5 get -- don't get done. We still need to bring the</p> <p>6 bleach in for the water and wastewater plants, and</p> <p>7 that's our core business. So hoping that answers your</p> <p>8 question.</p> <p>9 VICE CHAIR McCOY: It did. But as referenced</p> <p>10 in the prior meeting, the purpose of the special</p> <p>11 exception was because you had a warehouse, and those</p> <p>12 were, in staff's presentation, that those were</p> <p>13 prohibited unless it came through by special exception.</p> <p>14 MR. ALLMAN: Right.</p> <p>15 VICE CHAIR McCOY: So we're back here at the</p> <p>16 special exception, and you've taken the warehouse out.</p> <p>17 So what gives?</p> <p>18 MR. BROWN: If I may, Mr. Vice Chair, I can</p> <p>19 answer that.</p> <p>20 CHAIR JAMES: State your name. Sorry.</p> <p>21 MR. BROWN: Michael Brown. I'm at 2620 Lake</p> <p>22 Shore Drive, Riviera Beach. I'm the attorney for</p> <p>23 Odyssey.</p> <p>24 Mr. McCoy, what has happened is that</p> <p>25 irrespective of the application of the Federal statute,</p>	<p>1 offer it to the Board. I offered it to your staff and</p> <p>2 your attorney.</p> <p>3 And as a lawyer, just from a legal</p> <p>4 standpoint, I'm sure your attorney will advise you that</p> <p>5 you have to address certain legal rights and remedies</p> <p>6 in administrative proceedings such as this so that the</p> <p>7 argument can never be made that you waived those</p> <p>8 rights. So it had to be brought up and addressed.</p> <p>9 And again, it's our position the statute</p> <p>10 applies. It's your staff and your attorney's position</p> <p>11 that it doesn't apply. But I believe it's your</p> <p>12 attorney's position that -- and you can obviously</p> <p>13 confer with them -- that we do meet the requirements of</p> <p>14 the local ordinance anyway. So we really don't need</p> <p>15 the Federal statute, in their opinion.</p> <p>16 VICE CHAIR McCOY: Thank you.</p> <p>17 MR. BROWN: So to answer your question, we</p> <p>18 had to bring it up, because if you don't bring it up,</p> <p>19 under the law, you waive the right to have it apply.</p> <p>20 VICE CHAIR McCOY: Thank you, Mr. Brown.</p> <p>21 Follow-up as just a general comment, Madam</p> <p>22 Chair.</p> <p>23 CHAIR JAMES: Go ahead.</p> <p>24 VICE CHAIR McCOY: That speaks to precisely</p> <p>25 why I asked for a response to the memorandum, because</p>

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<p>1 when we left on December, I think it was 15th, you 2 know, that's where we were. And to get to a meeting 3 today, and it's off the table and we had no idea about 4 it, so that's why I asked was there a response. So I 5 appreciate the clarification. 6 MR. BROWN: And Madam Chair, may I address 7 one other point? 8 Mr. Whigham, you mentioned about that special 9 third party environmental assessment. One was 10 prepared, and that's the gentleman that the Chairwoman 11 is bringing up to address, so that it's clear to you 12 that one was done by an expert in the field who 13 basically did a report to answer the very questions 14 that you address, that is whether there was any health 15 or safety issues that this project would present to the 16 local area or the City of Riviera Beach. And I believe 17 the Chairwoman will have him come up and address those 18 issues. 19 CHAIR JAMES: That's correct. 20 MR. BROWN: Thank you. 21 CHAIR JAMES: Thank you. 22 MS. SHEPHERD: Madam Chair. 23 CHAIR JAMES: Yes, Ms. Shepherd. 24 MS. SHEPHERD: May I ask Mr. Allman a 25 question, please?</p>	<p>1 and I'm going to say: I did everything I promised, 2 didn't I? And you'll say: Yes, you did, Mr. Allman, 3 so we'll give you the warehouse. 4 MS. SHEPHERD: Mr. Allman, I think you're 5 kind of puffing a little bit. I asked you specifically 6 will this company -- if you have it in your head to 7 ever come back with a warehouse. It's either a yes or 8 a no. 9 MR. ALLMAN: No. 10 MS. SHEPHERD: Thank you, Madam Chair. 11 CHAIR JAMES: Thank you. 12 Okay, you can go ahead with your 13 presentation. 14 MR. HILFIKER: Madam Chair, Planning Board, 15 citizens of Riviera Beach, my name is Steve Hilfiker. 16 I'm the president of Environmental Risk Management, 17 based in Fort Myers. I reside at 7171 Philips Creek 18 Court, Fort Myers, Florida. And I have been court 19 qualified as an expert witness in environmental risk 20 management. My credentials are presented on page 32 of 21 the 35 page technical report that has been prepared and 22 I understand distributed for your review prior to the 23 meeting. 24 We are one of two environmental forensic 25 contractors that have been hired by the Department of</p>
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<p>1 CHAIR JAMES: Go ahead. 2 MS. SHEPHERD: You said you're taking the 3 warehouse out of this proposal. 4 MR. ALLMAN: Yes, ma'am. 5 MS. SHEPHERD: If the Planning and Zoning and 6 Council allow you to come to the city with that 7 project, will you ever build that warehouse in this 8 city? 9 MR. ALLMAN: That's strictly up to the future 10 business climate and the City of Riviera Beach. One of 11 the reasons that we really -- we did this not just to 12 streamline the process. If we ever want to build that 13 warehouse, we have to come back through the same 14 process, okay? And if we didn't hire local people, if 15 we didn't use local contractors, if we aren't a good 16 member of the community, we're going to be turned down. 17 But if we do all the things, if we walk the 18 talk, I don't think any warehouse approval, if we ever 19 even want to build one, is going to be a problem, 20 because we would have been that community partner that 21 not necessarily all the businesses that have come to 22 Riviera Beach have been. 23 So, you know, I believe we walk the talk, and 24 I don't have any trouble standing up here in five 25 years, if in five years I want to build a warehouse,</p>	<p>1 Environmental Protection statewide since 2006. We had 2 the environmental forensics contract from -- it was a 3 ten year term contract from 2006 to 2016. 4 I have testified before many cities to assess 5 facilities such as this, not just bleach, dry cleaning 6 plants, petroleum service stations, all sorts of 7 properties with potential environmental risks to 8 determine the potential impacts to soil and ground 9 water and to human health and the environment. 10 I'd like to present a summary of the report. 11 I've prepared a PowerPoint presentation I'm about to 12 show you, which is a summary of the 35 page technical 13 document that is in the public record. 14 I want everybody to know that I have no 15 financial interest in the outcome. I have never worked 16 for Odyssey in the past, and this January 20th report 17 is the first document presented to Odyssey 18 Manufacturing. 19 As shown in previous slides, we've already 20 seen a view of the subject property, and I believe the 21 subject property has been adequately identified, so 22 I'll skip over this slide. 23 The purpose of the environmental assessment 24 that I conducted, with assistance from my staff, was to 25 assess the potential environmental risks to residents</p>

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<p>1 and property in the site vicinity that could result 2 from Odyssey's proposed bleach distribution facility at 3 the subject property.</p> <p>4 The scope of our assessment was to review the 5 sodium hypochlorite distribution operations, review the 6 project and regulatory documents, and assess Odyssey's 7 Tampa bleach distribution facility.</p> <p>8 It's my understanding that a number of 9 citizens and a few Board members, I believe, went to 10 view the Tampa distribution facility. I also viewed 11 the same facility and also visited the subject 12 property, presenting the results of those site 13 investigations here.</p> <p>14 So this is a view of the existing Tampa 15 facility, and I've reviewed the engineering plans and 16 the drawings. These are nearly identical operations. 17 The proposed operation is the identical operation. I 18 say nearly because there's just different -- 19 differences between the two. For all intents and 20 purposes, these are identical operations.</p> <p>21 And I would like to make it really, really 22 clear that the emphasis on this proposal, this site is 23 for distribution purposes only. There will never be 24 any manufacturing of sodium hypochlorite on the subject 25 property. That's a very important point. Chlorine gas</p>	<p>1 this represents an economic benefit to the community. 2 It will create jobs and other economic benefits.</p> <p>3 Many of you have been to the subject 4 property. This is a view of the tracks on the subject 5 property where the bleach will be delivered to the site 6 by rail.</p> <p>7 This is the Tampa facility. This facility I 8 inspected on January 17th. This picture is less than 9 one month old. You can note -- we don't have a 10 pointer, do we? All right.</p> <p>11 I was unaware when I visited the plant that 12 the bleach was being unloaded from -- that it was being 13 unloaded at the time. When I approached, I heard no 14 noise, heard no sound, smelled no odors.</p> <p>15 These tanks are very, very, very well 16 constructed. If you'll note, the release, the fill and 17 release ports on the top of the tank. This hose is 18 rated for 200 pounds per square inch. I'll show you a 19 diagram in a few slides that the pounds per square inch 20 of the product going through the hose is 30, and it's 21 rated for 200.</p> <p>22 In the previous slide, this area here is 23 where the fill port is that is in the photo to the 24 left. I'd like for you to note the clamps on the hose 25 and that it's very threaded. It's a threaded, heavy</p>
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<p>1 will never be manufactured on, delivered to, stored on, 2 handled by or distributed from the subject property 3 based on the proposed operations. This proposed 4 facility is exclusively for bleach distribution.</p> <p>5 In the field of environmental assessment, the 6 things that we look for are storage, handling and 7 disposal. There's three key words when you approach an 8 environmental assessment when a chemical is involved. 9 How is that chemical stored, how is that chemical 10 handled, and how is that chemical disposed of.</p> <p>11 This facility will not dispose of any bleach 12 on the subject property. I will go through and explain 13 to you how the facility will store the bleach, and I'll 14 also go through and present how the facility will 15 handle it so that you can get a full picture from 16 beginning to end how bleach will be delivered to the 17 site and how the bleach is stored at the site and then 18 distributed from the site to local facilities, such as 19 wastewater treatment plants, drinking water facilities, 20 pool stores and other legitimate uses and beneficial 21 uses for the community.</p> <p>22 It is my opinion, after reviewing all of this 23 information, that there are no significant 24 environmental risks. Any potential environmental risk 25 is de minimis, meaning insignificant. And in my view,</p>	<p>1 duty industrial grade hose. The connection is so 2 secure, both on top, and you can follow the hose down 3 to the side at the base to show where the bleach loads 4 into the piping which feeds the storage tanks.</p> <p>5 It's extremely secure. The facility uses 6 telemetry. The telemetry or monitors, computer 7 programming completely monitors the operation. If you 8 notice by the mouse cursor, you see emergency stop 9 switches. The emergency stop switches are there in the 10 event of an unexpected hose -- which is extremely 11 unlikely -- rupture, because the hose is rated for 200 12 pounds per square inch, and 30 pounds per square inch 13 is flowing through the hose. Those are safety 14 precautions.</p> <p>15 And in the report, I document that the flow 16 rate is approximately 150 gallons per minute. There 17 are workers nearby. If any sort of spill should 18 occur -- a very unlikely scenario -- the emergency 19 switch is right there, and they would be able to stop 20 all flow. Worst case type of spill in the event of a 21 hose rupture is approximately 100 gallons, 200 gallons, 22 something along those lines. That's a de minimis, 23 small, insignificant spill.</p> <p>24 So the tanks are -- I'll give you a view of 25 the lighting in front of the tanks. The entire</p>

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<p>1 property is very well lit. There's tank venting on the 2 tops. Security lights. 3 Please note the containment area surrounding 4 the tanks. There's a four feet high wall completely 5 surrounding the tanks. If the tanks were to rupture, 6 the bleach would be contained within the inside of the 7 tank. 8 And also, finally, note the secure tank 9 foundation, concrete reinforced steel pad that the 10 tanks are resting on. It's a very well designed, very 11 well constructed facility. 12 Inside the containment, these photographs 13 show the sump, which is the containment slopes down and 14 leads to the sump. In the event of a spill inside the 15 containment area, the pump would pump any storm water 16 out into a wastewater tank. If there was a discharge 17 of bleach, it would pump the water back through the 18 blue filter there on the photo to the left, and it 19 would be pumped back into the tanks. And please note 20 the multiple telemetry stations and stop switches on 21 this side of the compound as well. 22 When I was on the site, I observed a loader 23 tanker approach, connect the hoses and program the 24 unloading. It's hard to see, but there's a green hose 25 in the picture connected to the truck, and there's also</p>	<p>1 and did not detect odors until I was within about ten 2 feet of the pumping/loading operation. I did detect 3 very, very faint odors that dissipated immediately. 4 They did not last for more than a few seconds. As far 5 as the sound, the sound of the truck engine drowned out 6 any noise at all associated with the pumping and the 7 loading facility. So from a noise and odor standpoint, 8 it's my opinion that there will be no issues at all 9 with regard to noise or odors associated with the 10 operation. 11 The facility has on-site monitoring with 12 these computers. That's what is available under the 13 screen at the telemetry photos I showed you before. 14 They show the tanks; they'll show each tank, its 15 loading capacity. 16 In this slide right here, this tank right 17 here where the mouse cursor is, that's the tank that is 18 currently being loaded. It's an 11 percent bleach 19 solution that's tracked in here, and it's actively 20 loading currently at 75 percent capacity at the time I 21 took the photo. This you can't read, but that's 22 30 pounds per square inch. That shows the rating, the 23 pressure on the hose. 24 These photos are just to show -- just a few 25 more. I didn't want to put too many slides in the</p>
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<p>1 a blue hose. The green hose is precautionary only and 2 is a good example of the types of precautions in the 3 design. In the event of an overflow of the truck, that 4 green hose is there to capture that drainage in the 5 event of an overflow. 6 Here you'll see the driver in the photo to 7 the right loading the computer, setting it for a 5,000 8 gallon load. And the tanker capacity is 5,400 gallons. 9 So I just want to reiterate a little more 10 about the security and the containment. Another thing 11 that we look at in environmental consulting and risk 12 management is if a discharge should occur, how is it 13 contained. Inside the tanks I showed you a four feet 14 high wall surrounding the tanks. And outside in the 15 loading area, you note there's a second sump pump 16 outside the wall. That is for any spills that could 17 occur during these loading operations. 18 The concrete is sloped from the truck down to 19 the sump, and again, any storm water from rain would be 20 pumped into the white tank behind it. Any bleach that 21 should spill there would be pumped and disposed of, 22 pumped and filtered through and disposed back, put back 23 into the tanks. 24 With regard to any potential concerns over 25 noise or odor, I walked through the entire operation</p>	<p>1 presentation, but the off-site and on-site, the two 2 photos on the left are more photos on-site. 3 The wastewater tank that I discussed here 4 is -- that's on the subject property. That's at the 5 Tampa site, but that will be on the subject property. 6 And then there's an eyewash station here in the event 7 of any splash to eyes to a worker. And then these are 8 the Tampa operations where everything is being 9 monitored at the Tampa facility. 10 On the subject property, which I visited on 11 January 18, the orange stake represents the northwest 12 corner of the proposed containment area looking 13 northwest toward the Stonybrook Apartments. And I just 14 wanted to note the distance from that stake to the 15 corner of the building is 358 feet, which is more than 16 a football field. It's a significant distance away. 17 The photo on the right is the existing Stonybrook 18 Apartments, with a concrete batch plant on the adjacent 19 property. 20 These photos appear nice and clearly on the 21 screen. I don't know if I can brighten them up at all 22 in the projector, so it's difficult for you to see 23 what's the intent of these slides. On the right back 24 here, this is the Tampa facility. Those are the tanks, 25 taken from 805 feet away from the tanks, which is the</p>

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<p>1 distance measured from that stake to Martin Luther 2 King. So when I was on the property, I had a measuring 3 wheel, and I measured 805 feet. That's the distance, 4 and that's the tanks would be very, very inconspicuous 5 from the road.</p> <p>6 The tree cluster here is approximately where 7 that stake is located. That tree would be inside the 8 proposed containment area. This is a photo from 350 9 feet away. And this is a photo of the Tampa site from 10 approximately 150 feet away.</p> <p>11 The conclusions are outlined in the study. 12 There's an executive summary page which makes for a 13 quick review of the findings. But the facility 14 operations are limited to the distribution only of 15 liquid bleach. Sodium hypochlorite will be the only 16 chemical stored and handled on the subject property. 17 There will be no manufacturing on the site.</p> <p>18 My understanding is that the City has had 19 some concerns in the past over chlorine gas. There 20 will be no chlorine gas generated, stored or delivered 21 to the site. And there's a big distinction between 22 liquid bleach and chlorine gas. They're just not 23 comparable. One is a deadly gas.</p> <p>24 And liquid bleach is nonflammable. Really, 25 the only reason that it's considered to be a hazardous</p>	<p>1 not part of the study. But there's no concern with 2 regard to corrosion. They're made out of fiberglass. 3 So it's my opinion that the tanks themselves are not 4 considered a risk.</p> <p>5 MR. WHIGHAM: Now I have another, one more 6 question. I read in the report that in the event of a 7 hurricane, what you will be doing as far as putting 8 water in the tanks, you know, with the --</p> <p>9 MR. HILFIKER: Yes, sir.</p> <p>10 MR. WHIGHAM: -- bleach that's left. But 11 now, to what extent -- there's no precautions for 12 tornadoes, and we are known to have tornadoes in this 13 area. We just had one a couple of weeks ago. No one 14 expected it. Now, acts of God we can't prevent. You 15 know it and I know it. But are these tanks capable of 16 winds, high winds or tornadoes? Could they withstand 17 some of that pressure?</p> <p>18 MR. HILFIKER: Yes, sir. I reviewed the 19 codes for the proposed tanks, and I believe it was 170 20 miles per hour. Now, a tornado can exceed that.</p> <p>21 I'd like to call your attention to page two 22 of the report, the very last paragraph: Procedures, 23 controls, equipment, training and policies are in place 24 for risk management and the prevention of accidents. 25 Here's the important sentence that applies to</p>
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<p>1 substance is because it's an eye irritant, it corrodes 2 the skin or it can burn the skin, and because of the 3 corrosive type features that it has. That's why it's 4 characterized as a hazardous substance.</p> <p>5 Odyssey's proposed use is not considered to 6 represent a significant environmental risk to the 7 surrounding areas based on the proposed site 8 operations, proposed on-site chemicals and proposed 9 site design. Any potential risks, such as property or 10 exposure impact from spills, are considered to be 11 unlikely and de minimis, insignificant.</p> <p>12 So I would be happy to take any questions 13 associated with the study or the proposed operation. 14 Thank you.</p> <p>15 CHAIR JAMES: Thank you, Mr. Hilfiker. That 16 was very informative.</p> <p>17 Are there any questions from the Board?</p> <p>18 MR. WHIGHAM: Yes, I have one or two 19 questions. Now, these tanks, you explained how they're 20 going to be made, what they're made out of, but what is 21 the age generally of these tanks, five, 15 years, 20 22 years or what?</p> <p>23 MR. HILFIKER: These tanks are constructed of 24 fiberglass. They are -- I would have to check the 25 engineering drawings to see their life span. That was</p>	<p>1 your question: Unlikely catastrophic scenarios, such 2 as fire, severe weather -- meaning tornadoes -- 3 airplane crashes and train wrecks have been considered. 4 In the event of a worst case scenario, exposure to 5 neighbors via vapors, direct contact, surface water or 6 drinking water is considered unlikely. The product is 7 a nonflammable liquid and may impact soil and 8 groundwater in a worst case scenario, but is not 9 considered to be a vapor or exposure risk. No 10 combustible materials were observed in the vicinity of 11 the tanks or the loading areas at the Tampa facility, 12 and none are planned for the proposed operation.</p> <p>13 Let's say lightning strikes one of the cars 14 before it starts to unload. That is an extremely 15 unlikely scenario, first of all, but in the event that 16 it does and you have a 5,000 gallon discharge, this is 17 bleach. It's not chlorine gas. It's liquid bleach. 18 It's what is used to treat impacted drinking water. 19 It's the same product that was used to assist the City 20 of Riviera Beach to assist in restoring the drinking 21 water quality regarding the chloroform issue.</p> <p>22 It is not going to be a fire hazard. It's 23 nonflammable. So if lightning were to strike, nothing 24 would happen. If lightning were to strike the tanks or 25 if an airplane was to crash into the tanks, the</p>

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<p>1 containment system is designed to contain the product 2 from the tanks in that containment vessel. It's 3 engineered to contain the product. 4 So I carefully considered that, and it's my 5 opinion that that should not represent a concern to the 6 City of Riviera Beach. 7 You had a question earlier -- 8 MR. WHIGHAM: Thank you very much. I 9 appreciate that. 10 MR. HILFIKER: You're welcome. And sir, you 11 had a question earlier about the Department of 12 Environmental Protection. Florida Administrative Code 13 62-761 -- I'm sorry -- 762 is the Administrative Code, 14 Florida law that regulates storage tanks. These tanks 15 are exempt from that regulation. They do not -- they 16 are not concerned about liquid bleach. That should 17 tell you something. 18 MR. WHIGHAM: Thanks very much. 19 CHAIR JAMES: Any other questions from the 20 Board at this time? 21 MS. SHEPHERD: Yes, Madam Chair. 22 Mr. Hilfiker, good evening. 23 MR. HILFIKER: Good evening. 24 MS. SHEPHERD: May I ask one question as we 25 go back? I think I heard you say we're not paid to</p>	<p>1 was just -- let me finish, let me finish my thought. 2 There was just a storm, I think in Georgia, somewhere 3 in that area, and the big tank trucks up in the air, 4 and they blew around like little cars. And you're 5 trying to make us believe, we as Christians -- I'm 6 Christian. I don't know about nobody else, but I 7 believe there's a Master up there that will otherwise 8 say different from you. 9 You say that it will not contaminate our 10 water. Right now our water is contaminated. With 11 those trucks going in the air and coming down, we don't 12 know where the trucks will -- I'm just putting it out 13 there. I want to be safe for the residents, the 14 citizens of this city. We have already been through so 15 much. I'm going to leave that, because I want to hear 16 from the public. 17 Thank you, Madam Chair. 18 CHAIR JAMES: Do you just want to go ahead 19 and state something to that, Mr. Hilfiker? 20 MR. HILFIKER: Yes. Yes, I do not believe 21 that I stated that the cars would move around. I 22 indicated that if it was struck by lightning and there 23 was a discharge from the cars and 5,000 gallons were to 24 be released, that would be a -- there would be a 25 discharge to the soil and groundwater. There would be</p>
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<p>1 come here. 2 MR. HILFIKER: No, no, I did not say that. I 3 was authorized to conduct this investigation under 4 contract by Odyssey, but I have no financial interest 5 in the outcome. I have been paid for my professional 6 services to render a third party opinion. I have no 7 connection to Odyssey in terms of -- basically, I was 8 paid to do this report, and the ultimate outcome, the 9 vote, there's no compensation associated with the 10 outcome. 11 So it's a third party review that was 12 completed. Obviously, I would not provide my services 13 to prepare a 35 page technical report for free. The 14 applicant was asked to provide a report, they 15 researched and identified our firm to conduct a -- we 16 submitted a proposal to conduct a third party 17 investigation. This is -- the 35 page technical report 18 is the result; submitted an invoice for that and was 19 paid. That's the extent of the relationship. 20 MS. SHEPHERD: Madam Chair, may I ask another 21 question? 22 CHAIR JAMES: Go ahead. 23 MS. SHEPHERD: You just said that the tanks 24 will not, I guess, move on the track during a storm 25 or -- that's not true. Sir, that's not true. There</p>	<p>1 soil and groundwater impacts. But the product itself 2 is the same product used to treat impacted water and 3 disinfect water, wastewater treatment facilities. 4 Florida Administrative Code 62-780 is called 5 Contamination Cleanup Criteria, and a discharge of over 6 100 gallons of the product would need to be reported. 7 My comments in the report address this. It 8 is not a significant risk to neighbors. There's no -- 9 it's not a gas. This is a liquid. This is not a 10 chlorine gas that's going to create the need for an 11 emergency evacuation like what occurred years ago here. 12 Not sure if I answered all your questions, 13 but I don't believe that I mentioned that the tanks 14 would move off the rail. In a tornado, they could be 15 blown off the tracks. 16 CHAIR JAMES: Thank you. 17 MR. HILFIKER: My point is that it's -- a 18 discharge would be not a risk to the neighbors, 19 surrounding areas or the -- the only property that 20 would be impacted is that property where the discharge 21 occurred. And when a discharge occurs, the response is 22 to basically pour water on it to neutralize it with 23 sodium bisulfate. So the main point is that it's not a 24 gas. 25 CHAIR JAMES: Thank you.</p>

<p style="text-align: right;">Page 53</p> <p>1 Are there any other comments from the Board</p> <p>2 at this time? Thank you for that.</p> <p>3 We're going to move directly into public</p> <p>4 comments. And before I start with the public comments,</p> <p>5 I'm just going to read the blurb on the back of the</p> <p>6 comment card, because I want us to have a productive</p> <p>7 meeting. I understand that some of you here, this is a</p> <p>8 highly emotional issue, but we still want to remain</p> <p>9 calm and courteous to everyone who is here.</p> <p>10 So any person making impertinent or</p> <p>11 slanderous remarks or acting in such a way as to</p> <p>12 disrupt the orderly flow of the meeting shall be barred</p> <p>13 from participation at that meeting. The Chairperson</p> <p>14 may advise that person to cease his or her discussion</p> <p>15 or may order him or her removed from the Council</p> <p>16 chambers.</p> <p>17 So I'm asking you to please abide by the time</p> <p>18 clock and be courteous to everyone here, Board members</p> <p>19 included. That goes for us as well. And with that</p> <p>20 being said, first person up -- did you have a comment,</p> <p>21 staff?</p> <p>22 MR. GAGNON: Yes, Madam Chair. I did receive</p> <p>23 one written correspondence with comments on the</p> <p>24 project, so I was hoping to be able to read that prior</p> <p>25 to initiating public comments.</p>	<p style="text-align: right;">Page 55</p> <p>1 CHAIR JAMES: Thank you.</p> <p>2 Okay, the first person we'll have up is</p> <p>3 Leddyon Weathersbee. Please remember to state your</p> <p>4 name and address, please.</p> <p>5 MS. WEATHERSBEE: Good evening. My name is</p> <p>6 Leddyon Weathersbee. It's spelled L-e-d-d-y-o-n. The</p> <p>7 last name is W-e-a-t-h-e-r-s-b-e-e. And my residence</p> <p>8 is 5117 Pat Place in West Palm Beach, 33407.</p> <p>9 Okay, it's all new to me. I just wanted to</p> <p>10 make a comment to the Board. My name is Leddyon</p> <p>11 Weathersbee, which I already spoke. I had an</p> <p>12 opportunity to visit the site of Odyssey Manufacture's</p> <p>13 facility in Tampa, Florida on January 27th, 2017.</p> <p>14 I was able to observe the existing operation</p> <p>15 site, the same type of operation that Odyssey proposed</p> <p>16 to develop and operate at the rail yard in Riviera</p> <p>17 Beach, located between Stonybrook Apartments and the</p> <p>18 Tropical Shipping warehouse located on Dr. Martin</p> <p>19 Luther King Boulevard.</p> <p>20 I asked several questions of Patrick Allman,</p> <p>21 which is the general manager, and Attorney Michael</p> <p>22 Brown, for example, safety of the residents of Riviera</p> <p>23 Beach and the surrounding areas, because I receive the</p> <p>24 water from the City of Riviera Beach.</p> <p>25 And which -- and another question I asked:</p>
<p style="text-align: right;">Page 54</p> <p>1 CHAIR JAMES: Go right ahead.</p> <p>2 MR. GAGNON: I did receive a phone call</p> <p>3 yesterday from Mr. Earl Davis, who's the author of this</p> <p>4 letter as well. He was unable to make tonight's</p> <p>5 meeting. However, I was provided this document, and he</p> <p>6 asked that it be read into the record. It's regarding</p> <p>7 the Odyssey bleach facility.</p> <p>8 Dear Ladies and Gentlemen, I have received a</p> <p>9 number of phone calls from residents about the Odyssey</p> <p>10 facility. When I arrived to take a look at the</p> <p>11 facility, I noticed that there were homes in the area.</p> <p>12 Also from my observations, the facility was clean.</p> <p>13 Standing between the railcars as chlorine was</p> <p>14 unloaded, I did not detect any noise, leaks or odor</p> <p>15 coming from the facility. Further, I met with multiple</p> <p>16 employees, and they spoke very highly of the facility.</p> <p>17 In complement, the pay scale accommodates the work that</p> <p>18 was being performed.</p> <p>19 Therefore, based on my tour of the facility,</p> <p>20 all of the negative statements that were brought to my</p> <p>21 attention regarding the facility were false. I support</p> <p>22 the project, and there is nothing that agrees with the</p> <p>23 many complaints that I have received.</p> <p>24 It's signed: Sincerely, Earl Davis,</p> <p>25 Resident.</p>	<p style="text-align: right;">Page 56</p> <p>1 Why did you choose the City of Riviera Beach for your</p> <p>2 business location? And I also asked about employment</p> <p>3 opportunities for local residents will create, what</p> <p>4 they stated, you know, will create well paying jobs.</p> <p>5 And also wanted to know if you would use local vendors</p> <p>6 in the beginning development phase and the daily</p> <p>7 operation of your business. And I was extremely</p> <p>8 pleased with the answer.</p> <p>9 I believe in check facts and witness the</p> <p>10 operation of the business and speaking with employees</p> <p>11 applicable, if it is. Now that I personally observed</p> <p>12 the proposed operation and asked several questions of</p> <p>13 Patrick Allman and Attorney Michael Brown and Odyssey</p> <p>14 employees at the Tampa site, I want the Board and the</p> <p>15 residents of the City of Riviera Beach to know that I</p> <p>16 fully support their project. At this time, you know,</p> <p>17 thank you for listening to me. That's it.</p> <p>18 CHAIR JAMES: Thank you, Ms. Weathersbee, and</p> <p>19 thank you for staying within time.</p> <p>20 MS. WEATHERSBEE: I'm sorry, this is new to</p> <p>21 me, but I did -- if I can say it again, I do receive</p> <p>22 water from the City of Riviera Beach. Thank you.</p> <p>23 CHAIR JAMES: Thank you.</p> <p>24 Okay, next we're going to have Eddie Strick.</p> <p>25 MR. STRICK: Hello. My name is Eddie Strick,</p>

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<p>1 and I live at 3516 Whitehall Drive, West Palm Beach.</p> <p>2 And the reason that I'm here tonight is a</p> <p>3 friend in Riviera Beach told me about this, and I know,</p> <p>4 as an environmental activist, that this City has faced</p> <p>5 more than its share of environmental problems, power</p> <p>6 plants, incinerators, many Superfund sites for its</p> <p>7 size.</p> <p>8 My concern, and I don't know that much about</p> <p>9 bleach, but two people here told me that there's the</p> <p>10 potential for bleach to turn into, at least a</p> <p>11 percentage of it, seven percent, under conditions when</p> <p>12 it gets very hot, could create chlorine gas. So that</p> <p>13 would be a concern, and I would definitely investigate</p> <p>14 that, can it potentially become chlorine, which is a</p> <p>15 deadly toxin.</p> <p>16 Number two, with the amount of traffic, with</p> <p>17 rail traffic and trucks, we're talking about a huge</p> <p>18 amount of bleach. The potential for an accident, it's</p> <p>19 not when -- it's not if there could be an accident,</p> <p>20 it's when there will be an accident. This City already</p> <p>21 has a water supply that's been tainted over the years,</p> <p>22 and this could only add to it.</p> <p>23 And the fact that people live so close to it,</p> <p>24 that's a huge concern, because natural disasters or</p> <p>25 whatnot, anything could happen, and if anything happens</p>	<p>1 This is disgracing the name of Martin Luther</p> <p>2 King, putting a chlorine plant on his street. Let's</p> <p>3 put something decent here. Let's get some better jobs.</p> <p>4 Let's get some other jobs. We don't have to have their</p> <p>5 jobs. Keep it in Tampa.</p> <p>6 And railroad tracks is a form of</p> <p>7 environmental racism. They always put the railroad</p> <p>8 tracks in black people's neighborhoods and black</p> <p>9 people's yards so we can get the diesel from the</p> <p>10 engines and locomotives. This guy said it don't make</p> <p>11 noise? Trains don't make noise? Whistles, horns. Are</p> <p>12 we kidding? Are they quiet? It's a joke for him to</p> <p>13 come in here and disrespect us and a lot of us like</p> <p>14 that.</p> <p>15 Those pictures, you couldn't even see them.</p> <p>16 An iPhone takes much better pictures than that. It's a</p> <p>17 disgrace to come in here and lie to us. It didn't show</p> <p>18 the scale of the height of the eyesores that will be in</p> <p>19 our back yards. I bet he wouldn't put it in his back</p> <p>20 yard. If his children lived in Stonybrook, he wouldn't</p> <p>21 allow it, he wouldn't want it. He wouldn't come in</p> <p>22 here for that. It's ridiculous. It's disgraceful for</p> <p>23 us to do that.</p> <p>24 Jobs are going to be lost if you allow them</p> <p>25 to be here, and I think it's -- I suspect it's going to</p>
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<p>1 to these tanks, this City could be in huge trouble.</p> <p>2 Thank you.</p> <p>3 CHAIR JAMES: Thank you, Mr. Strick.</p> <p>4 William McCray.</p> <p>5 MR. MCCRAY: William McCray.</p> <p>6 You know, I said it before, I'll say it</p> <p>7 again: We're getting tired of being sold out. Black</p> <p>8 people are tired of being sold out by other blacks.</p> <p>9 It's just a disgrace.</p> <p>10 Phase one is just to get their toe in the</p> <p>11 door. This is a clear case of environmental racism.</p> <p>12 You want to put incinerators, you want to put garbage</p> <p>13 dumps, you want to put recycling plants; now you want</p> <p>14 to put chlorine plants in the City of Riviera Beach.</p> <p>15 It's ridiculous. It's a danger.</p> <p>16 And this guy was talking about a perfect</p> <p>17 world where nothing is going to happen, where like</p> <p>18 accidents don't happen. We also have to worry about</p> <p>19 terrorism. And he says if a plane crashed into it,</p> <p>20 nothing would happen. Well, he didn't tell you about</p> <p>21 chemical reactions that liquid chlorine can have if</p> <p>22 somebody dropped the wrong thing in there, not a very</p> <p>23 large amount, and it will create gas, and it will kill</p> <p>24 a lot of people. It's happened before, and it can</p> <p>25 happen again.</p>	<p>1 be some of the elected officials. If they're dumb</p> <p>2 enough to pass it, they will go. I'm going to help</p> <p>3 them. Elected officials are going to help. We're</p> <p>4 going to have a grass roots movement in here. Heads</p> <p>5 will roll. Trust me when I tell you that. We're not</p> <p>6 going to tolerate this anymore.</p> <p>7 Bleach, it is chlorine, and it's much more</p> <p>8 concentrated than a bleach that you buy out of the</p> <p>9 store. Don't let them fool you. And this gentleman</p> <p>10 came in here and said that we can't take a shower or</p> <p>11 you can't drink water without it. Europe is much more</p> <p>12 advanced than us. They use reverse osmosis. They</p> <p>13 don't even allow bleach in Europe anymore.</p> <p>14 We need to invest in a capital project in</p> <p>15 this city so that we can have clean drinking water, so</p> <p>16 that we don't have Flint, Michigans where our most</p> <p>17 vulnerable and -- people are discriminated against by</p> <p>18 this kind of conduct in black neighborhoods where they</p> <p>19 don't care about us.</p> <p>20 We're tried of it; we're sick of it. We're</p> <p>21 hoping you do the right thing. If you don't, the</p> <p>22 elected officials, if they don't, they're going to pay</p> <p>23 for it. We're not going to tolerate it anymore.</p> <p>24 But this is ridiculous. If a terrorist goes</p> <p>25 in there and adds a chemical to the bleach and it boils</p>

<p style="text-align: right;">Page 61</p> <p>1 over, it becomes a gas, we're going to be in trouble. 2 People are going to die. You're going to be 3 responsible. Those deaths will be on your hands. 4 Let them keep it in Tampa. We don't want it 5 here. The citizens don't want it. Don't bend, don't 6 fold, don't let the City Attorney bully you into 7 bending and fussing at you. It's ridiculous, 8 DeGraffenreidt coming in here and yelling at you it'll 9 be settled in court. Let them settle it in court. Let 10 us fight them in court. We don't want it here. 11 CHAIR JAMES: Thank you, Mr. McCray. 12 Elizabeth Pertee Robinson. 13 MS. ROBINSON: Good evening. Elizabeth 14 Robinson. How did I know I'd come after that? 15 Let me say passionately I too am concerned 16 about my city. I'm concerned about the power that we 17 lack to use; we have and we lack usage of it. 18 I went to Tampa out of curiosity to find out 19 exactly what folks were talking about. The information 20 that was shared in the slides was accurate. Those of 21 you who know me know that I don't make a habit of lying 22 to you. I don't even consider lying to be something 23 that you do, because it's not necessary when the facts 24 are there. 25 We had lunch in the area where the bleach was</p>	<p style="text-align: right;">Page 63</p> <p>1 out; then say good-bye, thank you for playing, but we 2 don't want to play anymore. The experience that I had 3 in Tampa would not lead to that. The experience that I 4 had in Tampa would say let's hurry and get that factory 5 here; let's hurry and get more jobs here, because 6 people are waiting for it. You have the power to make 7 that happen. 8 It's our time. That hokey-dokey kind of 9 voodoo wisdom that people spout about it's going to 10 kill you, it's going to do this, you asked for a third 11 party to come in and tell you the particulars. They 12 did that. They came in and told you what the facts 13 were. You can either accept the facts or you can 14 continue to say: But no, that's not the truth, it's 15 going to blow up. Be real. We all use bleach in our 16 homes; we all use bleach in our homes. 17 I said to a friend of mine I had a bad 18 experience with bleach where it splashed into my eye. 19 So the question was, well, if it spills, they're going, 20 the vapors are going to kill them. Really? Really? 21 The wind would take the vapors away if there were any 22 vapors from the bleach. 23 It's our time, and I would say to you use the 24 documents that you have. Take the opportunity to read 25 it and make a decision on your own. Don't let people</p>
<p style="text-align: right;">Page 62</p> <p>1 being loaded to a container. It is true, I did not 2 hear it, nor did I smell it. And I would have said 3 something had I smelled it. I did not know it was even 4 happening. I had the opportunity to speak with some of 5 the employees. They were very pleased with the 6 company, and the salaries were great that I felt. 7 I think this is a great opportunity for our 8 residents. I think it's time for us to take control of 9 the power that we do have. The applicant has said very 10 clearly if I'm not that partner that I say that I am, 11 then kick me out. You have that power. That's the 12 discretion that you have, or at least our Council 13 people have. You can make a decision that will help 14 our city get rid of this blight that we have. 15 We have young people who are desperate for 16 work. Some people may not be concerned about 17 employment. Well, there are others who are. Because 18 of bad choices that people have made, possibly they are 19 unable to get jobs. This company offers an opportunity 20 to people who have those special circumstances in their 21 lives. They have families that they want to feed. 22 They have opportunities and careers that they want to 23 pursue. This company offers that opportunity. 24 I support the idea of taking control of your 25 power. If it's not what it says it is, then kick him</p>	<p style="text-align: right;">Page 64</p> <p>1 bully you into doing what you do. And I think you're 2 doing a great job, and thank you for serving us, 3 because you are great volunteers. 4 CHAIR JAMES: Thank you, Ms. Robinson. 5 Earnestine Gorden. 6 MS. GORDEN: My name is Earnestine Gorden. I 7 live in Riviera Beach. 8 I'm contesting the bleach for the plant. The 9 reason why I am contesting it is because it's right in 10 the middle, in the center of all the schools. That 11 railroad, the railroad that they have to go right 12 behind one of the schools there, if they have an 13 accident, those kids won't even stand a chance. And I 14 don't care what nobody say, man is not perfect. Man 15 don't make nothing perfect. Things can happen, and you 16 don't sit up there and think things won't happen. It 17 will. 18 I went out and I got almost 300 signatures 19 from the different communities, different parts of 20 Riviera Beach. Every last one of them said they do not 21 want it, and I'm not joking to you. Over 300 22 signatures that I have here, and all these people is on 23 the same page. They say they don't want it. They live 24 here in Riviera Beach. They can't afford to buy a 25 house nowhere else, and why don't they respect us? We</p>

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<p>1 pay our taxes. Why can't we be heard and live happy 2 and be healthy in our area where we live? Thank you. 3 CHAIR JAMES: Thank you, Ms. Gorden. 4 Dorothy Danford. 5 MS. DANFORD: Good evening. I'm Dorothy 6 Danford, 1212 West 7th Street, Riviera Beach. 7 I lived in this city for over 70 years. I 8 went to school here, I grew up here. There was one 9 paved street in Riviera Beach when we moved here. 10 Okay, I married here, I raised my children here, I am a 11 property owner. 12 As the young lady said, we do use bleach in 13 our home. But she was talking about things that could 14 happen. You mix bleach with ammonia, and we all know 15 what it will do. 16 My problem is today it's the same as the 17 first time I heard and spoke about this. It's the 18 brown and black children that live near this. They are 19 susceptible to getting sick with asthma. Kicking these 20 people out five years down the road would not bring the 21 children's health back. Thank you. 22 CHAIR JAMES: Thank you, Ms. Danford. 23 Carmen Wildgoose. 24 MS. WILDGOOSE: Good evening. 25 CHAIR JAMES: Good evening.</p>	<p>1 supply if there's some type of an accident. 2 It seems like just recently I heard about an 3 area where there was an unexpected sinkhole, and that 4 sinkhole filled up with all kinds of radioactive 5 materials, and that went into the water supply. And 6 the people that are in that area are more severely 7 affected now than they ever were. 8 We live in a world where there's lots of 9 water pollution, but now it seems that in order to 10 correct the pollution, they want to bring in more 11 chemicals. And we happen to be trapped between the two 12 railroad tracks, and so now we have to give up our 13 quality of life or our living space to accommodate this 14 other industry where we have to bring in one chemical 15 to try to remedy the bad that other chemicals have 16 caused. 17 So I'm asking that you not give them the 18 special exception or that we do not have this plant put 19 in our area and our neighborhoods. Thank you. 20 CHAIR JAMES: Thank you, Ms. Wildgoose. 21 Dosha Newbold. 22 MS. NEWBOLD: Good night. My name is Dosha 23 Newbold. I live at 825 West 6th Street. 24 I listened to everything that was said. I 25 even got a copy of the report, and it answered a lot of</p>
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<p>1 MS. WILDGOOSE: Carmen Wildgoose, 821 Avenue 2 N. 3 To the Planning Board, Council members, Mayor 4 and others, I came out tonight as a resident of this 5 area to voice my concerns about this project. It seems 6 like our residential neighborhoods are being overtaken 7 by industrial entities, and I feel like we are being 8 squeezed out of our communities. I really like where 9 my home is situated. 10 The project proposal admits that bleach is a 11 hazardous chemical, and I'm talking about not household 12 bleach, but utility use bleach. So there is a 13 difference. And usually bleach is diluted with 14 something. 15 But my concern is about poor air quality, 16 water quality. If there is a leak and it gets into our 17 soil, that will affect the quality of our soil in our 18 neighborhoods, not to mention that we are in a position 19 where there's a school. My house is about two blocks 20 away from the proposed site. There's a school, there's 21 a recreational center there. And so I'm really 22 concerned about all of these three components. 23 The EPA recommended or said that there was no 24 threat to the fauna or the plants in that area, but it 25 does not address the quality of the air or the water</p>	<p>1 questions that I had tonight. I live two streets and 2 about six blocks up from this proposed site. 3 I find it offensive that people from West 4 Palm Beach went to Tampa and enjoyed the trip of 5 looking at this plant. I think the people that live in 6 the area should have been the people to really go on 7 that trip so they could see it for themselves. That's 8 the first thing. 9 The second thing, it was brought to my 10 attention that it's not flammable. I'm glad about 11 that. The time of operation, I really appreciate the 12 time. 13 I want to know if what has been said verbally 14 is going to be put in a contract, especially the 15 summary operations that the gentleman put up on the 16 screen, if it is going to be something verbal or is 17 this going to be in writing. 18 I'm an advocate for bringing jobs to Riviera 19 Beach, because we need them. And unfortunately, some 20 people have records, let's be honest, and they need the 21 job. Well, we have been told so many times, oh, we're 22 going to put this in your area and get the -- you know, 23 open jobs. But they're not for the residents of 24 Riviera Beach. People come from Royal Palm Beach and 25 working to Sysco and all the other places.</p>

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<p>1 So I want to make sure that if what we're</p> <p>2 promised is put into writing, then we can go back to</p> <p>3 that and say, like the gentleman said, if he's going to</p> <p>4 be a man of his word with this company, put it in</p> <p>5 writing, not just stand here and tell us, oh, this is</p> <p>6 what we're going to do.</p> <p>7 I'm teeter-tottering on this. I really</p> <p>8 didn't like -- I'm going to tell you what I didn't</p> <p>9 like. I don't like the visual of the tanks. I think</p> <p>10 they're too high. It makes it look very, very</p> <p>11 commercial.</p> <p>12 And unfortunately, the other thing I didn't</p> <p>13 particularly care for is the fact that we have</p> <p>14 Stonybrook with low income people. That's 1555 8th</p> <p>15 Street. But then you have houses in the 1400 block</p> <p>16 from 1st to 8th Street. So it's in between residents.</p> <p>17 Unfortunately, Riviera Beach is known for this,</p> <p>18 allowing residential and this commercial industry to</p> <p>19 mix. I did read the report. I have the report here.</p> <p>20 My other concern is the railroad traffic,</p> <p>21 because, you know, we can leave out of here tonight,</p> <p>22 and we'll stand out here 45 minutes trying to get</p> <p>23 across Blue Heron Boulevard. Where are the trains, and</p> <p>24 with the tracks, because those tracks run into -- all</p> <p>25 the way over to UPS. So is 8th Street, Martin Luther</p>	<p>1 role of pastor and bishop of a local church that's just</p> <p>2 minutes away, if not just a few blocks.</p> <p>3 I appreciate, Madam Chair, your line of</p> <p>4 questioning earlier. I don't understand that in the</p> <p>5 past there's always been some recommendation from the</p> <p>6 staff. There seems to have been some hesitation</p> <p>7 tonight or reservation as to why we didn't get that</p> <p>8 this time, so that concerns me.</p> <p>9 As a minister and pastor of the city, I can</p> <p>10 tell you that the pastors that I have spoken to that</p> <p>11 are very close to the Dr. Martin Luther King area,</p> <p>12 we're all opposed to it.</p> <p>13 I am very proud of the fact that our elected</p> <p>14 officials from the County and the State have gone on</p> <p>15 record, whether it's Bobby Powell, whether it's Al</p> <p>16 Jacquet or whether it is Mack Bernard, all three have</p> <p>17 gone on record opposing this project.</p> <p>18 There's also concern -- or it's true, it's on</p> <p>19 Facebook. Go to their page and see it.</p> <p>20 It also concerns me that when I speak to, as</p> <p>21 the pastor, as the management, when I speak to the</p> <p>22 management of Stonybrook, they didn't even know about</p> <p>23 it, number one. Number two, they've not signed on</p> <p>24 about it at all. Tropical, which is right next door on</p> <p>25 the other side, they're concerned about it. You have</p>
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<p>1 King, going to be blocked when they access the tracks,</p> <p>2 and how long are they going to be on the tracks? I</p> <p>3 don't want a traffic situation like we experience right</p> <p>4 here on Blue Heron Boulevard.</p> <p>5 However, I did and I must say that I would</p> <p>6 appreciate if a Federal or State agency can confirm</p> <p>7 what the gentleman put out. His report was very</p> <p>8 explicit. I appreciate all of his concerns and the</p> <p>9 things that he put out, especially the fact that it's</p> <p>10 not chlorine gas. And I appreciate that.</p> <p>11 But I want things in writing. I want to make</p> <p>12 sure we know about the traffic situation with these</p> <p>13 train tracks, and I think if we get that done, the</p> <p>14 residents will feel a little more comfortable. And I</p> <p>15 think the tanks need to be brought down. They're very</p> <p>16 high.</p> <p>17 So with that being said, maybe we need to</p> <p>18 just work on this a little bit, and maybe we can accept</p> <p>19 this project if we do a little more work on this. Just</p> <p>20 a couple of more things need to be tweaked, and I think</p> <p>21 it may go over.</p> <p>22 CHAIR JAMES: Thank you, Ms. Newbold.</p> <p>23 Bishop Thomas Masters.</p> <p>24 BISHOP MASTERS: Thank you, Madam Chair.</p> <p>25 Bishop Thomas Masters. I'm speaking in the</p>	<p>1 Federal Gardens, Harmony Heights right across the</p> <p>2 street. There has not been any kind of meeting with</p> <p>3 the people who live there.</p> <p>4 It is baffling to me, Madam Chair, that in</p> <p>5 the same area they wanted to bring a warehouse and put</p> <p>6 the Police Department and we shut that down, they</p> <p>7 wanted to bring a junkyard in the same area, we shut</p> <p>8 that down -- and I call it that -- and now here we have</p> <p>9 this. And I call it, as many say, poison bleach.</p> <p>10 That's how I see it.</p> <p>11 I don't care what they say, how they kind of</p> <p>12 paint this picture. You go hire your own expert and</p> <p>13 you pay him and you bring your own expert in. We know</p> <p>14 you can bring one expert in to say one thing, another</p> <p>15 one will say just the opposite. So I'm not impressed</p> <p>16 at all.</p> <p>17 I will join other clergy, I will join our</p> <p>18 residents, and we will stand tall and stand firm and</p> <p>19 say no bleach on my block, period. I'm willing to</p> <p>20 stand with the clergy of Riviera Beach, particularly in</p> <p>21 this area. I'm ashamed that we're even talking about</p> <p>22 this type of facility on Dr. Martin Luther King, Jr.</p> <p>23 Boulevard, next to schools, next to Stonybrook, next to</p> <p>24 homeowners. It is shameful. And I'm glad to be on the</p> <p>25 side with the people of the area. Let the people</p>

<p style="text-align: right;">Page 73</p> <p>1 speak.</p> <p>2 Thank you, Madam Chair.</p> <p>3 CHAIR JAMES: Thank you, Bishop Masters.</p> <p>4 Wesley Shuler.</p> <p>5 MR. SHULER: Thank you. Wesley Shuler, 1859</p> <p>6 North Congress Avenue.</p> <p>7 I do approve this project to go forward,</p> <p>8 because for one, I did go to the site. For two, I was</p> <p>9 by the tank. And for three, I did not smell anything.</p> <p>10 And since that going over to Tampa, I did</p> <p>11 hire two people out of Stonybrooks with a record. Too</p> <p>12 many people is not hiring people out of Stonybrooks.</p> <p>13 Everybody's talking, but they're not doing no action.</p> <p>14 And for one, it's just ain't nobody trying to help</p> <p>15 nobody out of Stonybrooks for not trying to get no</p> <p>16 jobs. I own a landscaping company. I hired them</p> <p>17 because they are tired of people saying what they going</p> <p>18 to do and they don't do nothing.</p> <p>19 Mr. Pat had the bus to put together for the</p> <p>20 people. Not only out of Palm Beach, but the people out</p> <p>21 of Stonybrooks went to the site itself and saw it for</p> <p>22 theyself too. So for people to say that they just out</p> <p>23 of West Palm Beach, it's not just only West Palm Beach.</p> <p>24 People out of Stonybrooks.</p> <p>25 Mr. Pat is willing to hire people with a</p>	<p style="text-align: right;">Page 75</p> <p>1 bring jobs, not (inaudible). He has promised to hire</p> <p>2 people from this city. Do you know what he -- he was</p> <p>3 put under pressure that he's going to rent trucks in</p> <p>4 this area. But you know what he did? He went to the</p> <p>5 company that he's going to rent the trucks from and</p> <p>6 inquired: Do you have any local people in your</p> <p>7 company? He said: Because I'm going to be a good</p> <p>8 citizen in Riviera Beach.</p> <p>9 We talked to the people who are working for</p> <p>10 this company, and I think out of the ten years, only</p> <p>11 two quit out of all the people he hired.</p> <p>12 Look, I know you're under pressure too. That</p> <p>13 is the City Council. People are afraid. And they're,</p> <p>14 you know -- well, fear can cause people to make</p> <p>15 decisions that are not good. But I'm hoping this, that</p> <p>16 the information that chlorine bleach is being used in</p> <p>17 people who have wells, in cities, counties all over</p> <p>18 this state, and therefore, this is not a -- bleach is</p> <p>19 not a threat to this community. Nobody's going to take</p> <p>20 a closed system and put ammonia in it.</p> <p>21 Thank you, I -- listen, I'm very -- a go for</p> <p>22 this project because I think it's going to help the</p> <p>23 citizens of this city. Thank you.</p> <p>24 CHAIR JAMES: Thank you, Mr. Duncombe.</p> <p>25 Leonard Warrie.</p>
<p style="text-align: right;">Page 74</p> <p>1 criminal record. Is nothing that -- I don't see</p> <p>2 nothing wrong with this. People are tired of saying</p> <p>3 what they going to do, but they not putting their</p> <p>4 actions together. This project, I don't see it being a</p> <p>5 hindrance; I don't see it being a burden. It just need</p> <p>6 to go through. Thank you.</p> <p>7 CHAIR JAMES: Thank you, Mr. Shuler.</p> <p>8 Edward Foster. Is there an Edward Foster</p> <p>9 present?</p> <p>10 Okay, moving on, Donald Duncombe.</p> <p>11 MR. DUNCOMBE: Respect to the Board. Donald</p> <p>12 Duncombe, 1232 West 37th Street.</p> <p>13 You know, I understand how people, given</p> <p>14 information that engender fear and discouragement can</p> <p>15 feel, and I think that's what's happening here. I</p> <p>16 visited the site. But you got to understand, Tropical,</p> <p>17 they operate there. The trains are there next to</p> <p>18 Stonybrook.</p> <p>19 Every city is leaving or getting rid of this</p> <p>20 gas chlorine and going to bleach. It's stored already</p> <p>21 in this city to treat water, to treat the waste. And</p> <p>22 every city is going to it.</p> <p>23 Now, look, it's a business plan that this</p> <p>24 company is going to make money if they put this up.</p> <p>25 But the thing is this: This gentleman has promised to</p>	<p style="text-align: right;">Page 76</p> <p>1 MS. WARRIE: Good afternoon. Give honor to</p> <p>2 my Lord and Savior Jesus Christ.</p> <p>3 I had also went to Tampa, and while we were</p> <p>4 there, they filled up one of the trucks. We could not</p> <p>5 smell it. There was no odor at all. One of the</p> <p>6 tankers came in, filled up the silon (phonetic). We</p> <p>7 did not smell it. We were right there. It was a nice</p> <p>8 experience. It came through a neighborhood. It is not</p> <p>9 out in the woods; it's in a neighborhood.</p> <p>10 We left there and then went to the plant.</p> <p>11 Now, the plant is in an area that is nothing but</p> <p>12 industry, and I could understand that. I don't have a</p> <p>13 problem with that. So when I went to the City and I</p> <p>14 asked them to pull all their paperwork on this plant,</p> <p>15 it showed me that they had decided not to do the</p> <p>16 warehouse, and that was good, because that part I was</p> <p>17 not for. I am for the other part.</p> <p>18 That bleach is not going to hurt us. We have</p> <p>19 one right across in the parking lot, big old tank.</p> <p>20 When you get in your car tonight, go straight over</p> <p>21 there and you'll see a big old tank. That's what's</p> <p>22 cleaning our water from when we had that problem with</p> <p>23 the water. It is still cleaning it. We have a tank on</p> <p>24 the other side of that building that if the cars -- if</p> <p>25 the workers do not stop over it, they get that tank,</p>

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<p>1 it's going to explode. And it's sitting on the ground. 2 So we do have hazardous stuff in Riviera, but the 3 bleach is not one. 4 I ask that you go ahead and approve it, and 5 don't worry about being taken off a Board. You 6 (inaudible) anyway. And if your Council the group that 7 want to get you off, there's a group that will keep you 8 on. So go ahead and do what has to be done. This is a 9 project that needs to be done, and one way or another 10 is going to be done. 11 And the City, they have gone through 12 everything the City told them to do. And staff sat 13 here today, stood here tonight and said they did it, 14 they did it, they did it. How can you deny somebody 15 who did everything you asked them to do? It is 16 regulated for that. FDOT came. They did what DOT 17 wanted. FP&L came. They did what FP&L wanted. 18 Now it's time for the City to do what we 19 want, what they want, because if not, we're going to 20 end up in court, because so far, they have done 21 everything legally. So we're going to go into court, 22 and you know what the verdict will be. Thank you. 23 CHAIR JAMES: Thank you, Ms. Warrie. 24 Next up, Jessie Gray. Jessie Gray. 25 UNIDENTIFIED SPEAKER: I think she left.</p>	<p>1 But, you know, a lot of us are just scared 2 about that. I mean we had a problem on Blue Heron 3 Boulevard years back, you know, with the chemicals 4 being poured out into the ground. So we just, we don't 5 want anything like that happening again here. Thank 6 you. 7 CHAIR JAMES: Thank you, Ms. Darville. 8 Issac Searcy. 9 MR. SEARCY: Good evening. Issac Searcy, 10 2800 North Ocean Drive, Singer Island, Florida. 11 And I come before you too just to say I'm 12 coming as a concerned citizen. And my interest was 13 just in the tone of how the City was being represented 14 and the tone of the discussion about the project. It's 15 just that I would like for it to be that we're able to 16 discuss it civilly and then come away -- put forth a 17 good light insofar as Riviera Beach goes, even though 18 we might not disagree or we come to the point where we 19 just did agree to disagree. 20 So I would ask that we be mindful of that, 21 because if this project doesn't come in, maybe there 22 would be some other project to be here. And I mean 23 there are other businesses that are looking to come to 24 Riviera Beach, so we want to set an example that says, 25 okay, we're welcoming, we'll discuss it and weigh all</p>
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<p>1 CHAIR JAMES: Ms. Gray. 2 UNIDENTIFIED SPEAKER: She left. 3 CHAIR JAMES: Next we have Charlotte 4 Darville. 5 MS. DARVILLE: Good evening. 6 CHAIR JAMES: Good evening. 7 MS. DARVILLE: Charlotte Darville at 361 West 8 20th Street. 9 I've been here in the city now for, it's 10 around 43, 44 years. This city, we've had our 11 problems. I know when I first moved here it was a 12 great city to live in, but gradually it went downhill, 13 and we need something positive here. I think, you 14 know, we're afraid from other happenings in different 15 states where there's been leakage and whatnot, and 16 we're concerned about that. 17 I don't live that far from Martin Luther 18 King. And then with the school there, Tropical 19 Shipping, Stonybrook, I can understand where it's a big 20 concern. I mean it's all fine, great, you know, that 21 they want to give jobs to people here in the city that 22 really need them, and we need that. But like the other 23 lady had said, we want that in writing. If they go 24 forward with this, we want something in writing to that 25 effect.</p>	<p>1 the options. 2 But I think where the issue comes is that the 3 information -- is what information people have. And I 4 think they're concerned and they become emotional 5 because of the fact that maybe they don't feel as 6 though they're getting all the information that's 7 necessary. 8 And I appreciate the gentleman that came, 9 because let me share with you too, I too went to the 10 site in Tampa. Now, I'll share with you, I went with 11 some skepticism as to what it would maybe entail, but I 12 wanted to go see for myself. Bible says study to show 13 thyself approved, and that's what I would encourage 14 everyone here that's generally concerned about it, is 15 to go take a look at it for yourselves. 16 Now, what the people represented here who 17 also went with me is that you did not smell when you 18 were right there really close to those tanks. And what 19 I was expecting, I thought it was going to be a plant, 20 a big plant. It's a storage site. If anybody's 21 familiar with like cotton gins or grain facilities or 22 something like that, it's not a huge site. And it was 23 odorless. They kept it immaculate. It was clean; it 24 was a clean facility, and the people that were there 25 were happy and satisfied employees.</p>

<p style="text-align: right;">Page 81</p> <p>1 And I would just say that with looking at a 2 company, and that something's going to be done at that 3 site at -- on Dr. Martin Luther King, to look at it and 4 see what's the best suited, because you want to think 5 long term as to how this -- how that industrial area, 6 how -- what's going to take place 50 years from now, 7 okay, that there's going to be something industrial 8 there in that site. 9 So let's not just dismiss this company, okay, 10 because of the fact that they're going to add something 11 additional there industrial-wise, because there's 12 nobody that's going to go in there and put anything 13 residential, okay, because it is such -- because it is 14 next to Tropical and Cemex. 15 And so I would say I was encouraged by what 16 their operation is and everything that that gentleman 17 laid out. And I would encourage people to get as much 18 information as possible. But everything that that 19 gentleman laid out and did that third party report was 20 the truth. Thank you. 21 CHAIR JAMES: Thank you, Mr. Searcy. 22 Donald Duncombe. He spoke already, I 23 thought. 24 So okay, Marina Petrakos-Byrd. 25 MS. BRYD: Good evening.</p>	<p style="text-align: right;">Page 83</p> <p>1 half a mile, you have to -- a half a mile radius of an 2 accident with bleach, you have to have an evacuation 3 plan in place, and there isn't one. So I was surprised 4 to see that a safety study had been done and it did not 5 include an evacuation plan. That's one thing. 6 Another thing is that the pollution from the 7 tanker trucks alone coming in and out is a huge concern 8 to the residents there, the children, the elderly, sick 9 people, everybody. I mean the traffic alone is going 10 to be -- going to have a great impact on the residents 11 there. Nobody is talking about that -- at least some 12 people are. 13 But the people who went and visited the site, 14 the bleach site in Tampa and were so impressed, it 15 might be a fantastic bleach facility. Put it somewhere 16 else. Don't put it in the heart of residents, because 17 the operation that involves the tanker trucks and the 18 railcars, it's not a friendly environment for people to 19 live next door to. 20 Nobody who owns and runs that bleach company 21 is going to want their family members living next door 22 to that plant, no matter how beautifully it works, 23 because of those trucks and because of the railcars and 24 because of potential accidents. Nobody can guarantee 25 that there aren't accidents.</p>
<p style="text-align: right;">Page 82</p> <p>1 CHAIR JAMES: Good evening. 2 MS. BYRD: I live at 764 West 5th Street. 3 I have to say that I recognize that the 4 people who visited the plant were very impressed with 5 the very clean operation and that that made a great 6 impact on them. And I have no doubt that as far as 7 bleach companies go, that this is a good one. 8 I think that the concerns are that if there 9 is an accident, that there is -- well, we spoke with an 10 engineer who said that there is eventually the 11 likelihood that there will be an accident with the 12 tanker trucks. They're going to be leaving at 5:00 in 13 the morning. It's dark. There is not a legal exit 14 from that property going west. You have to go over to 15 Avenue O in order to make a U-turn, a legal U-turn. 16 There's the potential for an accident there, 17 whether it's a car accident or a train accident. At 18 some point, there is the likelihood that at 5:00 in the 19 morning there may be a tanker truck accident with the 20 bleach, and if that happens, there is the potential for 21 the bleach to heat up and give off chlorine gas. 22 There is no evacuation plan in place should 23 this happen. The code for bleach is 1791. The 1791 24 code triggers an evacuation plan should something 25 happen, should an accident happen. And within that</p>	<p style="text-align: right;">Page 84</p> <p>1 So -- and also the hours of operation for the 2 Stonybrook residents, plus noise carries. Dinner time 3 is interrupted, breakfast time is interrupted, sleep 4 time is interrupted from eight, whatever the hours were 5 that the operation of the trucks were allowed. It 6 interrupts dinner time and breakfast time. So I 7 couldn't understand that. 8 CHAIR JAMES: Thank you, Ms. Byrd. 9 MS. BYRD: I think it needs to be considered. 10 CHAIR JAMES: Thank you. 11 Andrew Byrd. 12 MR. BYRD: Good evening, Board. 13 CHAIR JAMES: Good evening. 14 MR. BYRD: My name is Andrew Byrd, 764 West 15 5th Street. 16 A couple things. The stenographer, I don't 17 know who's taking the notes, but I read my notes from 18 the first meeting, and what was written down was 19 nothing like what I said. Just in general, the notes 20 from the meeting I was in weren't being represented by 21 what was written. So I don't know if that's Jeff's 22 area or if there's a stenographer that works word for 23 word or if -- I don't know how that works. 24 But I just made two points the last time, and 25 that was we'll need an environmental study, and you</p>

<p style="text-align: right;">Page 85</p> <p>1 need a community impact study, and that's just because 2 I have a planning background, and I was taught to think 3 that way. I like the study the fellow did tonight, but 4 as Marina was saying earlier, there's codes in 5 Tallahassee you going to have to address if you accept 6 this.</p> <p>7 That Code 1791, if you allow one of those 8 tanks to be there, with that code there's a user guide. 9 It's called 154. If you get a chance to read that user 10 guide, it'll specify all the other things associated 11 with it that the City has to have to accommodate an 12 accident for Code 1791. And if you look at those 13 tanks, you'll see written on those tanks on all the 14 photographs 1791. So that's the code.</p> <p>15 Now, the one concern I have, and once again, 16 as a planner, is that if there's a person willing to 17 pay \$50 million for a site -- this is location 18 theory -- there's always another person that's willing 19 to pay twice that much for a site.</p> <p>20 I just don't like the idea that that be a 21 giant factory. It's bad enough for the cement company. 22 But I personally, having grown up in Riviera Beach, 23 don't like the idea, if they can make it as safe as 24 possible, of a bleach company being smack in front of 25 Stonybrook and right next to a (inaudible)</p>	<p style="text-align: right;">Page 87</p> <p>1 tonight.</p> <p>2 We have two attorneys. Their attorney and 3 our City Attorney are saying different things, so we 4 didn't get an answer, and that's not very comforting. 5 The response was: Well, that will be settled in court. 6 We don't want to go to court. We want to settle 7 something here tonight. We want to know if this is a 8 good plan, a not so good plan, if it fits in with our 9 city. We don't want to go to court over this later.</p> <p>10 I didn't see a letter from the Fire 11 Department regarding this situation. You're not able 12 to get a recommendation or a non-recommendation from 13 the Community Development. That's also concerning.</p> <p>14 The Odyssey people, they have given classes 15 to the Riviera Beach Utility Department, our Water 16 Utility Department on how to use the bleach, the ups 17 and the downs to it. They had to be trained on that.</p> <p>18 People are talking tonight about jobs. There 19 aren't going to be any jobs. They mentioned 20. Well, 20 20 in phase one. They're not even going to monitor the 21 facility from here. They're not even going to have one 22 person to monitor the facility. They're going to do 23 that in Tampa. These are not people who are hiring 24 people.</p> <p>25 All right, tonight you got another surprise.</p>
<p style="text-align: right;">Page 86</p> <p>1 neighborhood.</p> <p>2 When you look at the manual, it will state 3 that if you had a truck fire, if there was a major 4 truck, tanker truck pulling out -- and that's what the 5 study didn't mention. We didn't see the environment 6 where the other facility is located. People who live 7 there saw it, but we didn't get this presentation.</p> <p>8 But the way I understand it is big tanker 9 trucks are going to carry bleach somewhere else. If 10 there's going to be an accident, you have fire. You 11 mix fire with bleach, that hypochlorite, that CL in 12 there, that's from chlorine. That's what you going to 13 get coming out.</p> <p>14 Thank you very much.</p> <p>15 CHAIR JAMES: Thank you, Mr. Byrd.</p> <p>16 Bonnie Larson.</p> <p>17 MS. LARSON: I'm Bonnie Larson. I didn't see 18 a lot difference in the presentation tonight and how we 19 saw it the other day.</p> <p>20 But Mr. McCoy, you're exactly right. The 21 reason it was tabled last time is because we didn't 22 have an answer about that. You got a letter at 5:00 at 23 the last meeting, and it said something about they 24 didn't have to follow City codes. That was the reason. 25 You wanted that answer tonight. We didn't get it</p>	<p style="text-align: right;">Page 88</p> <p>1 They removed the warehouse portion. That was the 2 bottling section, the chlorine bottling department they 3 were going to do. All right, you asked why it was 4 removed, and the answer was very telling. The answer 5 was because it's easier to get it through. That seemed 6 to be the sticking point last time, was that warehouse. 7 So let's just take it out this time, we can move on.</p> <p>8 You asked: Are you ever going to do it 9 again? Well, no, we don't think so. Once they got it, 10 they got it. They presented it to you in the first 11 plan. They're just taking it out now so that it won't 12 be a sticking point. It's going to come back. They 13 said they don't think so. Well, you don't think so? 14 Is that in writing that you're not going to do it?</p> <p>15 They say that their plants in Florida are 16 disappearing. Can't get it; can't get bleach in 17 Florida. Wonder why the plants are disappearing. Oh, 18 let's put it in Riviera Beach. They'll take us.</p> <p>19 Oh, I read that this chlorine -- it has 20 another name to it -- is subject to heat. This is 21 Florida. We have 97 degrees here in the summer. At 22 the first meeting they mentioned if we had a hurricane, 23 not to worry, we'll take the plants and move -- or 24 we'll take the tanks and move them. I didn't hear them 25 talk about that tonight.</p>

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<p>1 How do you move eight 40,000 gallons of 2 bleach? How do you do that? When we have a hurricane, 3 you don't know if it's going to hit here, going to hit 4 in Miami, you don't know where it's going to go. They 5 said last time they're going to move them in case of a 6 hurricane. Where you going to move them to? They 7 didn't mention that this time.</p> <p>8 Oh, EPA, EPA. There was something on EPA 9 last time that said about the fauna, it's not going to 10 harm the fauna. We're concerned about our fauna, yes. 11 We're more concerned about human lives here.</p> <p>12 Another speaker said that the wind would take 13 the vapors, not to worry; the winds can take vapors. 14 That's right. The wind will take the vapors all over 15 this city.</p> <p>16 So don't be swayed by the warehouse, removing 17 that. It's going to come back. They don't plan it 18 today, but it's coming back. So keep that in mind. 19 They're entitled to bring it back later, so keep that 20 in mind when you think about this.</p> <p>21 CHAIR JAMES: Thank you, Ms. Larson. 22 Mary Brabham.</p> <p>23 MS. BRABHAM: Did everybody on the Board get 24 one of these? Mr. McCoy, did you get one of these? 25 VICE CHAIR MCCOY: I'm not sure what it is.</p>	<p>1 two school in the country, all of those areas there, 2 all that circle there, that encompasses. Even on the 3 other side over here. Come on, people; come on, 4 people.</p> <p>5 1791. Look at your package there. Those 6 pictures there as I go through this, the 1791. That's 7 the trigger code. It stands for fire and evacuation. 8 Every last one of these pictures here with these tall 9 tanks here, and you see there's a (inaudible) here. 10 Somebody come and pass this around. These tall tanks 11 here.</p> <p>12 When Elizabeth Robinson here, yes, they went 13 up there. We don't care. This is our community, and 14 we say no. This is a trigger code. Ms. Brabham didn't 15 establish it. Read it. That's 1791. And read what it 16 says on the back of it; read what it says on the back 17 of it. Who was it established by?</p> <p>18 Those high tanks have it and these semi 19 trucks, tanks. These are semi trucks. Look at the 20 pictures what I gave you. That's what will come 21 through our neighborhoods. Not just on 8th Street, 22 Australian, 13th Street; they doing it now. There's no 23 regulation to put it in this City here. Can we take 24 this chance here? No, no, we can't take this chance. 25 We say no.</p>
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<p>1 MS. BRABHAM: Will you please give that to 2 him, please?</p> <p>3 I'm going to ask you to borrow two of these 4 chairs here.</p> <p>5 CHAIR JAMES: Speak into the microphone, 6 Ms. Brabham.</p> <p>7 MS. BRABHAM: Okay, before I get started, I 8 need this to sit in a chair right here. I need two 9 chairs right here, please, so that everybody can see 10 this here.</p> <p>11 Good evening. Ms. Mary Brabham, Riviera 12 Beach.</p> <p>13 Smell is useless when you're sick in bed. We 14 don't care about the smell. We care about the impact. 15 The zoning regulation code is silent. Maximum gallon, 16 are you in compliance? If you exceed even one gallon, 17 you will have to come back for a special exception.</p> <p>18 Do not be deceived by the shakedown. These 19 are shakedown people. St. Lucie County, they know it 20 too. Read your package there.</p> <p>21 Compatibility section, traffic stop, ingress 22 and egress leads to illegal turns. All of that round 23 circle there, besides Stonybrooks, the only way that 24 they would get out is on a right turn. And O Avenue, 25 there go Lincoln, the Head Start, Suncoast, the number</p>	<p>1 The railroad, it is only a two track rail, 2 and those tracks are worn; those tracks are worn. 3 Tri-Rail is going to come right in the back of 4 Stonybrooks. We can't have this here. This is 5 detrimental to our community, and shame on them for 6 doing this.</p> <p>7 I listen to this Board here about the law. I 8 got it here. It doesn't state that your city is 9 denigrated in approving anything. Those tracks reside 10 in your city. They might belongs to Congress, but 11 Congress can't tell you what to okay to put in your 12 city. They can't do that.</p> <p>13 So this is a shakedown that these people do. 14 You got the package. They came over in Tampa on a bid, 15 on a bid. They have a spiel. Read it. It's in there. 16 I can't go through it all. Read it. It's in there.</p> <p>17 Also, EPA, they was fined by EPA for \$29,596. 18 They didn't tell you all that. It's in your package 19 there.</p> <p>20 They failed to do an impact study because it 21 wasn't necessary. Chlomite (phonetic), the bleach 22 company that was here, yes, it had chlorine. Read it; 23 read it. And how much chlorine vaporized the air? 24 That's why our children sick with asthma and immune 25 system. And the schools that it impacted at that time</p>

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<p>1 was Palm Beach SDA Bilingual School, Inlet Grove High 2 School, Riviera Beach Maritime Academy, and that's not 3 all. The other residents that live in our community, 4 it's there; it's there. 5 This is a shakedown; this is a shakedown. 6 When they talk about 5 a.m., 5 a.m., you best believe 7 that they going to have that highway just like we see 8 it. We got traffic, too much traffic there now. And 9 they going to make their illegal turns; they going to 10 make them. And those semi tank trucks, those pictures 11 and that fire and stuff, that was just recently; that 12 was just recently of those rigs. Those are the type of 13 rigs. 14 And they house nothing but gallons of sodium 15 chlorite. This is not no ordinary bleach. I'm tired 16 of this hanky panky. This is high purity sodium 17 hypochlorite. This is what this is here. World War II 18 used it; World War I used it. And guess what? 19 Ms. Brabham and others did their research. Iraq used 20 it and made bombs. 21 Come on, you people. It's a lot of bull. I 22 don't care where you went at. We know what's going on. 23 If you got a hand in the deal, you take your hand and 24 march on to the beat. But this is our city, and we say 25 no; we say no. That's why you didn't get the impact</p>	<p>1 MS. BRABHAM: Thank you. 2 CHAIR JAMES: We've actually concluded all of 3 the comment cards we have for this item. There are 4 other cards here that are marked for public comments. 5 So if there's anyone else at this time whose name may 6 be on one of these cards that wants to speak on this 7 item, I'm going to call a name, and if that's you, you 8 can come up to the podium. 9 Sarah Steiner. 10 MS. SHEPHERD: Madam Chair. 11 CHAIR JAMES: Yes, Ms. Shepherd. 12 MS. SHEPHERD: May I ask a question? If they 13 want to speak on public comment, can they come back, or 14 is this just -- 15 CHAIR JAMES: Well, I had mentioned earlier 16 at the beginning of the meeting that there were cards 17 that may have been marked incorrectly, so that's what 18 I'm trying to go through now. So if I called your name 19 and you spoke on the VI-A, and you want to speak again 20 for a public comment, you will need to do a new card 21 for public comments. Okay, so we're still on VI-A, 22 okay? 23 MS. STEINER: Hi. I'm Sarah Echo Steiner. I 24 live at 432 North D Street in Lake Worth. 25 And the reason I'm here is that a friend came</p>
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<p>1 studies. That's why you didn't get a lot of stuff. 2 And then the man wants to stand here, talk 3 about the study that he done. These friends are 4 theirs. I can pull out the list. We got the list. 5 Michael, do your homework. We got the list. 6 Ms. Brabham got it. Ms. Brabham got more than her 7 share to share with this Board here to let you all 8 know. We would object to paying for any such analysis. 9 And this is highly unusual and certainly not customary 10 for a (inaudible). 11 CHAIR JAMES: Thank you, Ms. Brabham. 12 MS. BRABHAM: We got the trains. But these 13 are semi tanks, truck tanks that will carry those 14 gallons through our city. This called 1791 was not -- 15 look at the back of that; look at the back, what's 16 written on there. And all of the tanks have this, 17 including them high-rise tanks that could explode and 18 (inaudible). 19 CHAIR JAMES: Thank you, Ms. Brabham. 20 MS. BRABHAM: Fire; fire and evacuation. How 21 we going to get out here? Each way is a half mile. 22 Sysco even in this here perimeter. Come on. The wind 23 blows; the wind blows from south to southeast at 9.7 24 miles per hour, and that's on a normal day. 25 CHAIR JAMES: Thank you, Ms. Brabham.</p>	<p>1 to me and said that they're building a chlorine plant, 2 a bleach plant in Palm Beach County. And I said: 3 Really? A bleach plant? Well, yes, I'm telling you. 4 Where are we going to put this bleach plant? Is it 5 going to be over on, you know, Mar-a-Lago, Palm Beach? 6 No, no, he said, not Palm Beach. Jupiter Island? No, 7 no, not Jupiter Island. Wellington? No, no, not 8 Wellington. Riviera Beach. 9 Well, why would they want to build a bleach 10 plant in Riviera Beach? I find it so disingenuous that 11 they come into town and say that it's because of the 12 railroad tracks being here, close to the railroad, 13 close to the Port makes it easy access. We know why 14 they're building the chlorine plant here and not in 15 Palm Beach, because no one in Palm Beach would let that 16 happen. No one in Palm Beach will let that on their 17 island. 18 And I'm just appalled that a scientist would 19 say to you this is the same bleach that is in your 20 water, it's safe to drink. Well, you know what? I can 21 drink one shot of tequila, it's not going to get me 22 drunk. But if I drink that bottle, it sure will. 23 Disingenuous to say this is the same bleach 24 that's in your house. There's a lot of things in my 25 house that I don't want 32,000 gallons of in my back</p>

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<p>1 yard. Also disingenuous.</p> <p>2 And we can talk about the fact that wind is</p> <p>3 going to carry it in other directions. That's exactly</p> <p>4 the problem, the containment.</p> <p>5 And I think it's very disingenuous not to</p> <p>6 talk about the fact that chlorine gas is a by-product</p> <p>7 of heat hitting this bleach and not talking about the</p> <p>8 real facts of that being a real security issue. You</p> <p>9 are right on these tracks. I saw that fence. Any five</p> <p>10 year old can climb that fence. You've got a real</p> <p>11 security issue here.</p> <p>12 A lot of -- I've got a 14 page report here</p> <p>13 from Green Peace all about bleach factories and what's</p> <p>14 happened. And the truth of the matter is that a lot of</p> <p>15 people are phasing these out, because after 9-11, they</p> <p>16 saw them as being a legitimate security threat, and</p> <p>17 nobody wanted them in their back yard. They didn't</p> <p>18 want this target.</p> <p>19 And you're sitting up there, and you want</p> <p>20 jobs for your community. I get that. You need jobs</p> <p>21 for your community. They're offering you 20 jobs,</p> <p>22 possibly, if it works out, at a toxic plant. And</p> <p>23 that's what they think your citizens need.</p> <p>24 You can build a strip club there and hire 20</p> <p>25 people from your community. You could build a Family</p>	<p>1 lockdown because of spills, of gas clouds, because of</p> <p>2 fires. This is fact. You can look it up.</p> <p>3 You also see the impact on the community, the</p> <p>4 health. And not only that, look at your real estate</p> <p>5 property. It goes down. This is not an investment.</p> <p>6 You're actually killing your neighborhood and you're</p> <p>7 killing the property value.</p> <p>8 Not only that, the children, the health,</p> <p>9 environmental impact on the children in West Virginia</p> <p>10 and the amount of breathing difficulties they have is</p> <p>11 by far -- and the cancer rate is another thing. So</p> <p>12 take a look at these things before you allow this</p> <p>13 poison in your community. Thank you.</p> <p>14 CHAIR JAMES: Thank you, Mr. Arevalo.</p> <p>15 Carol Strick.</p> <p>16 MS. STRICK: Hello. My name is Carol Strick,</p> <p>17 and I live at 3516 Whitehall Drive in West Palm Beach.</p> <p>18 We're about ten minutes from here.</p> <p>19 My first comment is people who went to the</p> <p>20 plant in Tampa and were impressed by the cleanliness</p> <p>21 and the lack of an odor, well, just try going over to</p> <p>22 the incinerator on 45th Street. It looks beautiful and</p> <p>23 there's no odor. But live in the cross fire between</p> <p>24 the incinerator and the expanded FP&L plant. When we</p> <p>25 open the door in the morning, whew, it stinks there.</p>
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<p>1 Dollar there and hire 20 people from your community.</p> <p>2 You could build a restaurant there and hire 20 people.</p> <p>3 They are offering you chump change. They are</p> <p>4 playing you, and they are disingenuous about the reason</p> <p>5 for picking Riviera Beach. And you got to kick them</p> <p>6 out, because you've got to stand for yourself, because</p> <p>7 believe me, nobody else will.</p> <p>8 CHAIR JAMES: Thank you, Ms. Steiner.</p> <p>9 Nery Arevalo.</p> <p>10 MR. AREVALO: Good evening.</p> <p>11 CHAIR JAMES: Good evening.</p> <p>12 MR. AREVALO: My name is Nery Arevalo. I</p> <p>13 also live at 342 (phonetic) D Street in Lake Worth.</p> <p>14 I come to you because I'm very concerned</p> <p>15 about the children in your neighborhood. I have been</p> <p>16 involved in education for over 30 years in (inaudible),</p> <p>17 and mostly in very small communities that are</p> <p>18 surrounded by other communities with much more wealth.</p> <p>19 Well, I see you as a target, not only for the children</p> <p>20 that are nearby on a chemical spill.</p> <p>21 Here's my point, and that's why I'm here in</p> <p>22 front of you. I am not from this area, but I have an</p> <p>23 experience of living in a chemical valley, Charleston,</p> <p>24 West Virginia, where a lot of this product is</p> <p>25 manufactured. I have seen cities go down under</p>	<p>1 And that's from those two poisons that were supposedly</p> <p>2 never going to have an odor. Well, there's a huge</p> <p>3 odor, and it's dangerous.</p> <p>4 The next thing is the company mentioned</p> <p>5 something about the water. They said that their</p> <p>6 product is in the local water and West Palm Beach was</p> <p>7 one of the cities it included. Well, you know what?</p> <p>8 It's not working. Our water -- everybody in Whitehall,</p> <p>9 which is 360 apartments, buys their water, filters</p> <p>10 their water. Nobody drinks the City water from West</p> <p>11 Palm Beach, which we all consider polluted. So your</p> <p>12 water is not working in our area.</p> <p>13 There are just so many things wrong here.</p> <p>14 This illusion and this constant mention of landscaping,</p> <p>15 that's what we heard all the time from the people who</p> <p>16 were putting the incinerator up. They said: Oh, when</p> <p>17 you go out there, it looks like some kind of a nirvana,</p> <p>18 trees, wild animals. That's not what it is at all.</p> <p>19 It's just an illusion to sucker people in to put this</p> <p>20 incinerator near where people live.</p> <p>21 We asked them: Why are you putting it here?</p> <p>22 Why don't you put it 20 miles away? They said the</p> <p>23 reason was because they would have to spend too much</p> <p>24 gasoline on the trucks. In other words, the gasoline</p> <p>25 on the trucks is more important than our health.</p>

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<p>1 And this is an age of pollution, and the less 2 industrialism we have, the better. We're all being 3 eaten up alive by this stuff and we have to stop it. 4 Thank you.</p> <p>5 CHAIR JAMES: Thank you, Ms. Strick. 6 Going to move into Board comments, and I'm 7 going ask the same thing of the Board that I asked of 8 the public with the comments, that we be courteous. 9 So with that being said, I'm going to start 10 with Ms. Shepherd.</p> <p>11 MS. SHEPHERD: Thank you, Madam Chair. 12 I don't have any questions to ask. But the 13 one thing I want to do is thank the community for 14 allowing me to sit on the Planning and Zoning. And one 15 thing I've heard over and over, I will not sit at the 16 devil's table. And so with that, I thank the residents 17 for coming out or sitting at my house and talking, and 18 I want to let you know that I hear you loud and clear.</p> <p>19 If my time is up to move off of Planning and 20 Zoning, I'm willing. It's a volunteer situation. I 21 have enjoyed my stay. But the one thing I want to say 22 to the public is that I will not sit here and vote for 23 this plant to be here in the City of Riviera Beach. 24 I thank the city for your love, your support, 25 your respect of me, and I know that in the near future,</p>	<p>1 and put stuff on, special exceptions, and get those 2 developments out of the area.</p> <p>3 And I was hoping that this company -- I want 4 them here because we want the tax dollars. I want this 5 company to think about that, putting it out on where we 6 got the section. And you can talk with the Planning 7 and Zoning Board Administrator. They can tell you 8 where it is, because I've forgotten the exact location.</p> <p>9 But there are 89 acres out there, and there 10 are some companies out there that we rejected from 11 being in the city that are out there, and they're 12 happy. So let's think about that. Move out there. We 13 want you, but move out there. Don't put this in a 14 neighborhood.</p> <p>15 Still, I've mentioned this before, I'm a 16 retired educator. I taught kids for 36 years. And 17 there's the schools right around that area. I do not 18 want to see one kid come down with an illness from an 19 accident there that would happen on that street. 20 That's a (inaudible).</p> <p>21 There are going to be some accidents. You 22 got a lot of careless people that live right here in 23 Riviera Beach that drive like fools. Our Police 24 Department know that. They'll hit one of those trucks 25 out there (inaudible) in a minute. They might even run</p>
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<p>1 that whatever become of me is because of you. And with 2 that, I thank this Board, I thank the Chair, I thank 3 all of you, and I thank you for coming out and 4 supporting Planning and Zoning on tonight. Thank you.</p> <p>5 CHAIR JAMES: Thank you, Ms. Shepherd. 6 Mr. Whigham.</p> <p>7 MR. WHIGHAM: Thank you, Madam Chair. 8 We know that any chemical is dangerous, 9 hazardous and harmful if not properly handled. We know 10 that. But we have heard so much from the people 11 tonight opposing this site in a neighborhood.</p> <p>12 After reviewing these papers that I picked up 13 Friday of what the company is proposing and how they 14 plan to set it up, they answered a lot of my questions. 15 I had ten major questions I was going to ask, but they 16 answered them on paper for me.</p> <p>17 Yes, anything is hazardous, anything. But my 18 main question is: Why put this, even though it's a 19 beautiful facility, why put this facility in a 20 neighborhood?</p> <p>21 We have in Riviera Beach -- and I worked on 22 that Board in 2010 when everybody was trying to get 23 over there by Tropical, and we put up a plan to put out 24 there by Dwyer Park and other areas out west, we set up 25 an 89 acre industry plot out there for people to go out</p>	<p>1 into a freight car. So we got to factor all those 2 things; we got to factor all those things.</p> <p>3 Let's hope that the company would reconsider 4 talking with the Planning and Zoning Board and moving 5 this plant out west under a special exception that will 6 be accepted, because right now it's not acceptable by 7 the community, and I can see that tonight from the 8 people that spoke.</p> <p>9 Thank you very much, Madam Chair. 10 CHAIR JAMES: Thank you, Mr. Whigham. 11 Mr. McCoy.</p> <p>12 VICE CHAIR MCCOY: Thank you, Madam Chair. 13 I have a few things. Number one, it was said 14 a few times, and I want to kind of talk about the 15 process and how we got here, our responsibility as 16 Board members, because it was stated that we're getting 17 chump change, and I want to clarify that.</p> <p>18 We're not getting any change. Quite 19 honestly, we're volunteers, and we spend countless 20 hours not just here at the meetings, but reviewing this 21 information. And just as enthusiastic as both sides of 22 this issue is, I mean there's Boards that's available 23 in this City that you should come out and apply and be 24 a part of it.</p> <p>25 But the gesture that we were on the take and</p>

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<p>1 that we were receiving chump change is not just 2 offensive, I thought it was downright inappropriate, 3 because there's just, in fact, four of us up here 4 today, so in the event that -- I think two members are 5 out. We may lack a quorum. So, you know, I spend a 6 lot of time leaving from my family to come here, and I 7 just thought that that was the most -- I guess from the 8 public's perception, maybe you didn't understand.</p> <p>9 But to say that we were under pressure, I 10 mean we're an advisory Board, and we make a 11 recommendation to City Council. Prior to it arriving 12 here, it came through by an application from the 13 applicant, and it went to the staff level, and it was 14 reviewed at the staff level and disseminated through 15 the various departments. Then it's presented to the 16 Planning and Zoning Board for information, for us to 17 vet it out and see if it's consistent with our Land Use 18 Regulations.</p> <p>19 And quite honestly, it's been said probably 20 over a half dozen times, "the jobs." Our role doesn't 21 include factoring or even considering whether they 22 bring jobs into our community. I will invite you to 23 visit Municode. We're not even to make a 24 recommendation about the jobs. That's something that's 25 designated with the City Council.</p>	<p>1 regulations.</p> <p>2 And just out of curiosity, as being a member 3 on the Planning and Zoning Board, I asked what was that 4 exemption. And then I see Attorney -- our Assistant 5 City Attorney was not familiar with it because it came 6 in at the last moment. And I think it was not 7 unreasonable to ask if we could get an opinion or a 8 response. And that's where we left that off at in 9 December.</p> <p>10 So when I got here to the meeting, that's 11 what I was expecting, because it sure wasn't in our 12 packet. And I had inquired with our staff in the 13 Planning and Zoning Board on two different occasions 14 about a response regarding whether this was exempt from 15 the City's code. So I certainly rely on all of that 16 information, and I try to make a decision based off of 17 the facts.</p> <p>18 And certainly, I like jobs. I would like to 19 see everybody have a job. But our role is not to 20 consider whether or not they bring jobs.</p> <p>21 So I think for the most part, I think all of 22 the concerns that I've had, I, at least, you know, 23 entertained and considered.</p> <p>24 I know there was one thing I will ask Madam 25 Chair that was brought up that I was really curious</p>
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<p>1 So I don't want the perception to be that 2 we're receiving something in exchange or there may be 3 some jobs coming down the pike that we're making our 4 decision on, because at least for me, that's not, you 5 know, why I'm here and some of the criteria I use. I 6 want to judge the project solely on the merits and the 7 criteria that's required for it to particularly be in 8 our city.</p> <p>9 And, you know, this Board is advisory. And 10 if -- you know, that was almost a joke, to say that we 11 might get removed. We don't even have enough members 12 to participate in some of the meetings, so I doubt that 13 that's even an option.</p> <p>14 So, and one other point is this. What we 15 rely on is the information that's provided in the 16 packet -- and I think there's a binder out front -- as 17 well as the public comments and the applicant. So you 18 know, all of it is intertwined. And we, I guess we 19 have to rely on information from various sources, and 20 also, you know, we're allowed to do our own independent 21 research.</p> <p>22 And I will revisit this again, because it was 23 mentioned two other times, about a request that the 24 Planning and Zoning Board made. But specifically it 25 was stated that this project was exempt from local</p>	<p>1 about. It didn't get mentioned before, but there was 2 something related to how this liquid bleach would be 3 transformed into a gas, and I didn't know if that was 4 possible. And I would ask just as a privilege if the 5 third party environmentalist can respond to that, and 6 then I will finalize my last portion of comments, Madam 7 Chair.</p> <p>8 CHAIR JAMES: I will allow him to come to the 9 podium and explain that.</p> <p>10 MR. HILFIKER: Thank you. Any liquid will 11 boil and turn to gas. The product is very stable. It 12 has -- in my research, the beginning of the process of 13 heating up and beginning to release would be at an 14 average consistent temperature of 95 degrees. The Palm 15 Beach County average annual temperature is 75 degrees. 16 The temperature --</p> <p>17 CHAIR JAMES: Let's remain courteous.</p> <p>18 MR. HILFIKER: The tanks are ventilated, and 19 the temperature will never approach consistently the 20 temperature necessary to begin that process. It's 20 21 degrees off.</p> <p>22 CHAIR JAMES: Does that answer your question, 23 Mr. McCoy?</p> <p>24 VICE CHAIR McCOY: It does, Madam Chair.</p> <p>25 CHAIR JAMES: Thank you.</p>

27 (Pages 105 to 108)

<p style="text-align: right;">Page 109</p> <p>1 VICE CHAIR McCOY: I also recognize, not just 2 this meeting, but in our first meeting, this was unlike 3 any other project that has come before Planning and 4 Zoning where there was a recommendation by staff, and 5 in this case there wasn't. And that gave me the 6 impression that staff didn't approve it, because I only 7 remember one time since 2012 that I've been on the 8 Board that a project came to the Board and staff didn't 9 approve it. 10 And we were given a response or an 11 explanation today that it was on us. So you know, I 12 spent some time dealing with the issue. I would have 13 liked to have a response to the legal opinion. 14 But those are my comments, Madam Chair, and 15 then, you know, we can move forward. 16 CHAIR JAMES: Yes, I just have a couple of 17 questions as well. I'm looking at the memo from Frank 18 Stallworth, Fire Inspector, and he does not also give a 19 recommendation. He says: The Fire Prevention Bureau 20 has the following comments. They're just comments. So 21 I don't know if these are recommendations for approval 22 or they don't agree with what's proposed or what 23 they've reviewed. 24 Jeff, Frank Stallworth is the Fire Inspector 25 for Riviera Beach?</p>	<p style="text-align: right;">Page 111</p> <p>1 provide again for your review the previous proposal 2 which does have the warehouse included in this area. 3 So this specific area was previously phase two. Being 4 that it's omitted from this proposal, what was phase 5 three in the development, which is the Cemex storage 6 area, that has now turned to phase two, being that 7 there's no longer three phases, there's just two 8 phases. 9 As far as operations for this location, if 10 you look on the current proposal, you can see the 11 warehouse is no longer on the plan, however, this 12 storage area still remains. So from the information 13 I've been provided, it will be very similar to the 14 existing facilities adjacent to this location. So 15 Cemex has different aggregates, concrete, rocks, things 16 of that nature. I haven't been provided specific 17 details as far as loads or specific items, but it would 18 just be similar to what is already adjacent to the 19 property. 20 CHAIR JAMES: Could you clarify the usage on 21 that? Who's going to be -- who is going to be using 22 that storage area? Is it going to be Cemex or Odyssey? 23 MR. GAGNON: The proposal currently states 24 that it will be leasable area for Cemex. 25 CHAIR JAMES: Okay. Those are my questions.</p>
<p style="text-align: right;">Page 110</p> <p>1 MR. GAGNON: Yes, ma'am. Even though the 2 memo specifically doesn't say the word approve, in my 3 previous review of any sort of comment memos, what this 4 is from the Fire Department, it's approval with 5 conditions. They mainly deal with the building plans 6 themselves. So the eight items that are listed within 7 the memo are requirements for the developer to meet 8 prior to issuance of a building permit. 9 CHAIR JAMES: Okay. So that kind of explains 10 some of these items on here about who this is referring 11 to. I wasn't sure if it was the City or the applicant, 12 but you're saying it's for the applicant, correct? 13 MR. GAGNON: Yes. 14 CHAIR JAMES: My other question is phase two 15 is still proposed tonight. That is the future proposal 16 for a material storage area for Cemex. If I could have 17 staff explain to me how that is actually different from 18 the previously requested 11,259 square foot 19 refrigerated warehouse, because the previous 20 application stated refrigerated warehouse, but this in 21 proposed phase two is future materials storage area for 22 Cemex. That's very generalized. So future material 23 storage area, what is going to be stored there, how big 24 is it, if you can answer that? 25 MR. GAGNON: Yes, if I may, Madam Chair,</p>	<p style="text-align: right;">Page 112</p> <p>1 And so I think we need a motion. Is there a motion? 2 MS. SHEPHERD: I move that the Planning and 3 Zoning deny the resolution to Odyssey, to deny them a 4 bleach storage and distribution factory known by the, I 5 guess, the PCN 56-43-42-32-43-001-0000, be denied 6 application here in the City of Riviera Beach. 7 CHAIR JAMES: Is there a second? Is there a 8 second? 9 VICE CHAIR McCOY: Madam Chair, I want to 10 offer a substitute motion, but I don't want to second 11 that one. So if it doesn't have a second, I would hope 12 that we can move on, because hers was pretty exclusive, 13 and I don't want to commit to that one, so -- 14 CHAIR JAMES: Being that there is no second, 15 the motion fails. Is there a new motion? 16 VICE CHAIR McCOY: I move to deny, recommend 17 denial of the site plan application and the special 18 exception application, irrespective of where it's at in 19 the city. 20 CHAIR JAMES: Is there a second? 21 MR. WHIGHAM: Second. 22 CHAIR JAMES: Roll call. 23 MR. VELASQUEZ: Julius Whigham. 24 MR. WHIGHAM: Yes. 25 MR. VELASQUEZ: Margaret Shepherd.</p>

28 (Pages 109 to 112)

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<p>1 MS. SHEPHERD: Yes.</p> <p>2 MR. VELASQUEZ: Tradrick McCoy.</p> <p>3 VICE CHAIR MCCOY: Yes.</p> <p>4 MR. VELASQUEZ: Rena James.</p> <p>5 CHAIR JAMES: Yes.</p> <p>6 MR. VELASQUEZ: Unanimous voting. Motion</p> <p>7 approved.</p> <p>8 CHAIR JAMES: Okay, on to -- there is no new</p> <p>9 business. We're going to move on to item VIII, General</p> <p>10 Discussion, and onto public comments. First up will be</p> <p>11 Bishop Thomas Masters.</p> <p>12 BISHOP MASTERS: Well, at this point, I'm</p> <p>13 glad you all did the right thing. Great. Let's go</p> <p>14 home.</p> <p>15 CHAIR JAMES: Thank you, Bishop Masters.</p> <p>16 Next we'll have William McCray.</p> <p>17 MR. MCCRAY: William McCray.</p> <p>18 I'd like to thank the Board for your insight</p> <p>19 and your wisdom in this decision. And I think it was</p> <p>20 the appropriate decision, and I, along with many other</p> <p>21 residents here thank you very much.</p> <p>22 We, as a community, have had enough</p> <p>23 environmental racism and dumping on our citizens and</p> <p>24 our community, and we are tired of people selling us</p> <p>25 out. And I don't like to talk behind people's backs,</p>	<p>1 would wish though that we could have seen the</p> <p>2 environment where the comparison was made. I mean</p> <p>3 that's how I was taught. If you compare apples and</p> <p>4 oranges, then you should have both the apple and the</p> <p>5 orange in front of you.</p> <p>6 We didn't see the environment that they have</p> <p>7 in the other site in Tampa. I looked myself though,</p> <p>8 and I got little pictures from Google. And it's more</p> <p>9 laid out. The lots are huge. This is not a</p> <p>10 concentrated, high density environment like what we're</p> <p>11 talking about on Martin Luther King.</p> <p>12 The things that Ms. Brabham and I worked on</p> <p>13 for the last three weeks had to do with codes and code</p> <p>14 violations. We did this because of the kids. We spent</p> <p>15 hours and hours just trying to do the research that I</p> <p>16 reported. And it would appear that if they wanted to</p> <p>17 do a big project, they would actually have to force the</p> <p>18 City to set up a hazmat team and pay for all of that.</p> <p>19 Thank you very much.</p> <p>20 CHAIR JAMES: Thank you, Mr. Byrd.</p> <p>21 Mary Brabham.</p> <p>22 MS. BRABHAM: Ms. Mary Brabham, Riviera</p> <p>23 Beach.</p> <p>24 I'm tired. I'm tired of people coming into</p> <p>25 our city abusing us, oppressing us and we just have to</p>
Page 114	Page 116
<p>1 but Mr. Brown tried to have eminent domain and take</p> <p>2 away people's property once before, and thank God, it</p> <p>3 failed. We don't need him coming back, damaging</p> <p>4 people's property or taking it or making the property</p> <p>5 values go down anymore. We don't need those kind of</p> <p>6 lobbies in this city. We don't need that kind of</p> <p>7 conduct in this city.</p> <p>8 Oh, and another thing, this gentleman right</p> <p>9 here. This meeting is recorded. He works for the</p> <p>10 City. He clearly seems to be a cheerleader for</p> <p>11 Odyssey. He went up and he spoke to the City Attorney,</p> <p>12 Assistant City Attorney off the record, which is</p> <p>13 clearly, in my opinion, a Sunshine violation, Sunshine</p> <p>14 Law violation. So I would hope that kind of conduct</p> <p>15 isn't continued in the future. So that's just a big</p> <p>16 no, no. If I'm wrong, tell me.</p> <p>17 But we don't need this kind of conduct in</p> <p>18 this city anymore, and I will hope that this will be a</p> <p>19 lesson for any future applicants who want to dump the</p> <p>20 environmental racism on this city. Thank you.</p> <p>21 CHAIR JAMES: Thank you, Mr. McCray.</p> <p>22 Andrew Byrd.</p> <p>23 MR. BYRD: Thank you all very much.</p> <p>24 I think Ms. Brabham said it loud and clear,</p> <p>25 exactly where most of the community is coming from. I</p>	<p>1 settle for it. We can do better.</p> <p>2 For the community, our inner communities, our</p> <p>3 schools, everyone knows that I'm a fighting champion</p> <p>4 for my children and my community. This is never,</p> <p>5 never, never about Ms. Brabham. I would never allow it</p> <p>6 to be about Ms. Brabham. I am a servant of God, and</p> <p>7 I'm going to say it loud and clear: I love Him. I</p> <p>8 can't do without Him. He strengthens me.</p> <p>9 I'm not the best. Perhaps you all are not</p> <p>10 the best. But when these things comes into our city,</p> <p>11 we have to say no. We have to stand firm in the belief</p> <p>12 that we are all entitled to decency and respect. This</p> <p>13 is what all of us should be about, not looking up,</p> <p>14 lining up here and there, but lining up for the good,</p> <p>15 for the entirety that will make each one of us great,</p> <p>16 that will make our children feel as if that they are --</p> <p>17 not belong to a city that just radicalize them with</p> <p>18 pollutions. We got so much of that now. We have to</p> <p>19 stop.</p> <p>20 And our leaders themselves have to stop</p> <p>21 lobbying for this type of detrimental to their city.</p> <p>22 If you a leader, you would know how to lead, you would</p> <p>23 be a good leader with great ideals, not ideals so that</p> <p>24 they only ingenious you. Stop being crafty with greed.</p> <p>25 Everything that looks good is not good.</p>

29 (Pages 113 to 116)

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<p>1 When Ms. Brabham set out on this journey, I 2 want you all to look at this binder here. This binder 3 here is nothing but people's names. I told you all 4 that Ms. Brabham, everybody knows where my heart is. I 5 shed tears, but they're not tears of sorrow, they're 6 tears for joy, because knowing I do believe that we can 7 do better. We must do better.</p> <p>8 But anytime when our leaders do us like this 9 here and make us rise, it is an awakening all over this 10 land because of the same thing here. We have been 11 oppressed, we have not been heard, and all we ask for 12 is to be treated like we're human beings.</p> <p>13 That may be vacant property over there, but 14 it always could be something that is conducive for the 15 neighborhood. Nobody asked to live that way, but you 16 have to conform it so that it can be decency amongst 17 the schools. That hub there have all the schools and 18 practically all of the homes on the west side.</p> <p>19 It's shameful of the leaders. But I know 20 someone that's this high, and he looks low. Every 21 dirty deal that is pulled, I want you to know that it 22 will come back to you ten times fold. And when it 23 comes, you won't be able to stand it.</p> <p>24 So I say to this City here: Stop doing us 25 residents like this. Let's move the things that we can</p>	<p>1 property, and that's why they are here; that's why 2 they're here. I hope you all lock it up. Make some 3 type of a motion, make some type of resolution. But I 4 hope you bring it back to the City so we never have to 5 go through this again.</p> <p>6 Thank you, Madam Chair.</p> <p>7 CHAIR JAMES: Thank you, Ms. Shepherd. 8 Staff, we were on project updates. Jeff, we 9 were on project updates.</p> <p>10 MR. BROWN: Madam Chair, I was just asking 11 your staff member so that the record is clear that we 12 requested the matter, even though you voted to deny it, 13 that we requested the matter be transmitted to the City 14 Council for final review. I just want to -- I asked 15 Mr. Gagnon to make that official request. I guess he 16 was afraid to do so. But I just wanted the record 17 clear that we now want the matter to go before the City 18 Council.</p> <p>19 CHAIR JAMES: Thank you. 20 Staff, it does go to City Council, because 21 that's our -- our recommendation was for denial, but it 22 still goes to City Council. Is that correct?</p> <p>23 MR. GAGNON: The Planning and Zoning Board's 24 recommendation will be provided to City Council. 25 CHAIR JAMES: Thank you.</p>
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<p>1 move. It is movable things in here. It is a gold mine 2 city, but our own people keep selling us out. We have 3 to stop that mentality. Stop it, people; stop it. 4 Thank you.</p> <p>5 CHAIR JAMES: Thank you, Ms. Brabham. 6 Staff, is there any correspondence?</p> <p>7 MR. GAGNON: No, ma'am.</p> <p>8 CHAIR JAMES: Okay, Planning and Zoning Board 9 comments, project updates, upcoming projects.</p> <p>10 MS. SHEPHERD: Madam Chair.</p> <p>11 CHAIR JAMES: Yes, Ms. Shepherd.</p> <p>12 MS. SHEPHERD: Can I make one comment? 13 First I want to thank the public once again 14 for coming out. And I went around in a circle to make 15 sure that we tie this property up, that we make some 16 type of motion, that someone get together so we never 17 have to go through this again. This is the second 18 time. We did it with Trademark, and now we're coming 19 with this company.</p> <p>20 Something, staff, has to be done that we do 21 not make this piece of property a property where they 22 can come, put a trash can or something in our yard. 23 That's why I went around in a circle, because I'm tired 24 of our people coming here, crying at that podium about 25 that piece of property. It's a prime piece of</p>	<p>1 MR. GAGNON: Yes, ma'am.</p> <p>2 CHAIR JAMES: Okay, project updates. Do we 3 have any project updates, Jeff?</p> <p>4 MR. GAGNON: I did want to update the Board 5 and make mention of the fact that we are trying to 6 shift a lot of the information to a web based format, 7 so that way the information will be accessible by Board 8 members, general public. We created a new web page on 9 the City web site.</p> <p>10 Currently we're still updating project 11 information. However, we're also transitioning our 12 Planning and Zoning Board packets to the same Nova 13 System that the City Council uses, so that, again, will 14 increase transparency. So in the very near future, 15 that will be coming before the Planning and Zoning 16 Board and available to the general public, and staff 17 will follow that up with a memo to the Board.</p> <p>18 CHAIR JAMES: Thank you. Before we end, 19 we're going to go to Board comments. Ms. Shepherd 20 spoke already. Mr. Whigham, do you have any closing 21 Board comments?</p> <p>22 MR. WHIGHAM: No, Madam Chair.</p> <p>23 CHAIR JAMES: Mr. McCoy.</p> <p>24 VICE CHAIR MCCOY: I do. 25 Mr. Gagnon, I would have, I guess, if it's</p>

30 (Pages 117 to 120)

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1 permissible with staff, I understand we have a new
2 Community Development Director, and we haven't been
3 formally introduced. So if not tonight, certainly I
4 would ask that that happens, I guess at our next
5 meeting.

6 But here's where I'm at, and I'm really
7 bothered again, because I try to operate off of our
8 general authority and powers as being Board members.
9 Section 27-35, General Powers: The Planning Board
10 shall have the power to -- and the first item it says
11 is require information which shall be furnished within
12 a reasonable time from other departments of the City
13 government in relation to its work.

14 I don't know what happened, but the response
15 that came from the City Attorney, who wasn't even at
16 our meeting in December, was irrelevant, inappropriate
17 and offensive. Our meeting was December the 16th.
18 Today is February the 9th. If that was the whole
19 purpose of us temporarily postponing a meeting or
20 tabling an item, I would have liked to have that before
21 now.

22 And here's the thing. It's like we're
23 revisiting these failures. And you know, I'm not even
24 going to try to point fingers, but you know, even in
25 December I said to myself when we got a project that

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1 inappropriate. And we're vested with this authority
2 statutorily.

3 So you know, those are my comments. And I
4 just don't want to revisit that again because I felt,
5 you know, I felt the approach was very condescending
6 and it was inappropriate.

7 So those are my comments, Madam Chair.
8 CHAIR JAMES: Thank you, Mr. McCoy.

9 I don't have any additional comments at this
10 time, so is there a motion?

11 VICE CHAIR McCOY: So moved.

12 CHAIR JAMES: Meeting adjourned.

13 (Whereupon, at 9:44 p.m., the proceedings
14 were concluded.)
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1 involved Mediterranean and there was some technical
2 things that wasn't -- in my opinion, that there was
3 some technical things that wasn't presented properly, I
4 kind of said to myself, well, being on the up and up, I
5 will hope things turn around for the new year.

6 I had an opportunity to scroll around and
7 browse the web site of the City, and I noticed that I
8 guess the next few months of projects is on the web
9 site. And it's actually available, and I didn't have
10 to contact anybody, so I thought that was certainly a
11 step in the right direction.

12 But if we want to ask for information, I want
13 to make sure that it's provided to us in a written
14 form. That way we have time to digest it and
15 cross-reference it and revisit it. But to be told
16 that's not in our scope or it's irrelevant, it's a
17 decision that's by us. We're appointed by City
18 Council.

19 And I don't know what the mechanism has to be
20 to get information, but I think today we need to make
21 it a point that if we ask for something, there has to
22 be a smooth transition on how it leaves from this
23 Board, whether it goes to staff or whether it goes to
24 City Council. But even two members of the public
25 acknowledged that it was disrespectful and

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CERTIFICATE

1
2
3
4 THE STATE OF FLORIDA)

5)
6 COUNTY OF PALM BEACH)
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
11 that the foregoing pages comprise a true and correct
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 February, 2017.
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Susan S. Kruger



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MEETING AGENDA PLANNING AND ZONING BOARD CITY OF RIVIERA BEACH, FL

LOCAL PLANNING AGENCY

Department of Community Development: (561)845-4060 / comdev@rivierabch.com

Commencement – 7:00 PM
Thursday, December 15, 2016

Council Chambers – Municipal Complex
600 West Blue Heron Boulevard, 33404

If you wish to speak on any item(s) on this agenda, please complete a pink public comment card and provide it to Planning and Zoning Staff. Cards must be submitted prior to Board discussion of an item. Thank you.

I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

Rena James, Chairperson

Zedrick Barber II, Board Member

Margaret Shepherd, Board Member

Vacant, Board Member

Vacant, 1st Alternate Member

Tradrick McCoy, Vice-Chair

Edward Kunuty, Board Member

Julius Whigham, Sr., Board Member

Vacant, 2nd Alternate Member

III. ADDITIONS AND DELETIONS TO THE AGENDA

IV. DISCLOSURE BY BOARD MEMBERS AND ADOPTION OF THE AGENDA

V. APPROVAL OF MINUTES – December 8, 2016.

VI. UNFINISHED BUSINESS – None.

VII. NEW BUSINESS

A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING, CO. FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS (DEVELOPMENT PHASE I), AND A FUTURE +/-11,250 SQUARE FOOT REFRIGERATED WAREHOUSE (DEVELOPMENT PHASE II), AND A FUTURE MATERIAL STORAGE AREA (DEVELOPMENT PHASE III), ON A +/-7.1 ACRE VACANT PARCEL OF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING) ; AND PROVIDING FOR AN EFFECTIVE DATE.

1. Presentation(s)
2. Public Comments
3. Board Comments

VIII. GENERAL DISCUSSION

- A. PUBLIC COMMENTS
- B. CORRESPONDENCE
- C. PLANNING AND ZONING BOARD COMMENTS
 - 1. Project Updates / Upcoming Projects
 - 2. Upcoming P&Z Board Meetings – January 12, 2017 / January 26, 2017

IX. ADJOURNMENT

NOTICE: In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404, Telephone 561-845-4000 or TDD 561-840-3350, www.rivierabch.com.



**STAFF REPORT – CITY OF RIVIERA BEACH
CASE NUMBER SP-16-14; SE-16-01 (ODYSSEY MFG. CO.)
PLANNING AND ZONING BOARD, DECEMBER 15, 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM ODYSSEY MANUFACTURING, CO. FOR THE CONSTRUCTION OF A BLEACH STORAGE AND DISTRIBUTION FACILITY, INCLUDING EIGHT (8) 40,000 GALLON STORAGE TANKS (DEVELOPMENT PHASE I), AND A FUTURE +/-11,250 SQUARE FOOT REFRIGERATED WAREHOUSE (DEVELOPMENT PHASE II), AND A FUTURE MATERIAL STORAGE AREA (DEVELOPMENT PHASE III), ON A +/-7.1 ACRE VACANT PARCELOF LAND, KNOWN BY PCN: 56-43-42-32-43-001-0000, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BLVD. (FKA WEST 8TH STREET), EAST OF 1555 DR. MARTIN LUTHER KING JR. BLVD. (STONYBROOK APARTMENTS) AND WEST OF 1489 DR. MARTIN LUTHER KING JR. BLVD. (TROPICAL SHIPPING) ; AND PROVIDING FOR AN EFFECTIVE DATE.

A. Applicant: Odyssey Manufacturing Company.

B. Request: The applicant is requesting site plan and special exception approval for the construction of a bleach storage and distribution facility (warehouse and storage uses).

C. Location: Vacant property on Dr. MLK Jr Blvd.; between 1555 and 1489 Dr. MLK Jr Blvd. Please see parcel numbers below.

D. Property Description and Uses: The subject property description and uses are as follows:

Parcel Control Numbers: 56-43-42-32-43-001-0000
56-43-42-32-43-003-0000
56-43-42-33-43-004-0000

Parcel Size: +/- 7.1 Acres.

Existing Use: Vacant

Zoning: General Industrial (IG)

Future Land Use: Industrial

E. Adjacent Property Description and Uses:

North: Dr. MLK Jr. Blvd; Community Facilities (northeast); Single Family Residential (northwest); Industrial (north).

South: FDOT Property (Railway).

East: FDOT Property (Railway); 1489 MLK Jr. Blvd, Tropical Shipping; 201 Avenue 'P', Southeast Freight Lines.

West: 1555 MLK Jr. Blvd, Stonybrook Apartments; 460 Avenue 'S', RMB Custom Concrete; Various General Industrial Uses

F. Background:

Odyssey Manufacturing, Co. (hereinafter Odyssey) has submitted an application for site plan and special exception approval, which includes a three-phase development approach. Phase 1, includes eight (8) 40,000 gallon storage tanks for bleach (320,000 gallons total) and a 12' x 46' modular office building (552 square feet). Phase 2, includes a future 11,250 square foot refrigerated warehouse. Phase 3, includes a future material storage area. The associated site plan, landscape plan, and other applicable documents have been included as attachments to this document.

Odyssey has not proposed to manufacture bleach at this location. Instead, bleach will be manufactured outside of the City and transported to this site by railway. The eight (8) onsite storage tanks will be filled by railcar only. The storage tanks will then be used to fill tanker-trucks and the tanker trucks will drive from this location to distribute bleach throughout the region. This property is currently owned by Trademark Metals Recycling (since January 2006). City staff has been informed that Odyssey desires to acquire this property upon approval of site plan and special exception.

City staff has thoroughly reviewed Odyssey's proposal and staff comments have been attached to the staff report (dated December 7, 2016). Please refer to this document for open staff comments. Also, note that City Code Sec. 31-62, "Standards for granting special exceptions", provides guidance for Planning and Zoning Board review and recommendation of special exception requests to City Council (attached).

G. Staff Analysis:

Proposed Use: The proposed use (Warehouse and Storage) requires Special Exception approval per the General Industrial Zoning District.

Zoning Regulations: The proposed development location has a General Industrial Zoning Designation (IG), which requires a special exception approval for warehouse and storage uses. The proposal is consistent with maximum building height, and setbacks provided within the IG property development standards. Please note that the code is silent on providing a maximum number of gallons to be stored at an industrial location. This includes hazardous materials (which includes bleach, AKA Sodium Hypochlorite). Please reference September 2, 2016 letter from Odyssey for additional information on bleach (attached).

Comprehensive Plan: The proposed development location has a future land use of Industrial. This future land use is implemented by the General Industrial Zoning Designation which is consistent for this location as described within the Future Land Use Element of the City's Comprehensive Plan.

Compatibility: There are currently outstanding questions relating to the proposed hours of business operation and compatibility with adjacent residential uses. The traffic study indicates that "each truck will make its initial delivery leaving the site at 5:00AM." Currently, eight (8) tanker trucks are anticipated to operate from this location. Also, this development proposal includes a new rail spur running the length of the eastern property boundary which has the potential to generate additional noise and vibrations as railcars are moved. According to the response provided by Odyssey, (which is included within response number 2 in the December 7, 2016 City Letter; attached) they have proposed to utilize the new rail spur two days a week (Tuesday and Thursday) at 8:00AM and 3:00PM.

Levels of Service: City services such as roads, water, sewer, and garbage collection are currently available to the site.

Landscaping: Landscape improvements are proposed in association with the site plan application. A landscape buffer has not been provided on the eastern and southern property lines due to the proximity to the existing railway. Staff has suggested planting additional shade trees along the western property line to mitigate for the lack of the landscape buffer. This is currently an open staff comment.

Parking/Traffic: Adequate ingress and egress to the property currently exists and a traffic analysis has been provided (attached). Limited parking and storage uses are proposed.

H. Special Exception Analysis

a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

- Ingress and Egress to and from the site is available through Dr. Martin Luther King Jr. Blvd. Odyssey has agreed to add pedestrian striping / crosswalk markings connecting the existing sidewalks on either side of the driveway (see Dec. 7, 2016, Comment No. 35).

b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.

- Adequate automobile parking spaces have been proposed in accordance with the City's Land Development Regulations. Truck parking areas have also be provided. Tanker trucks and railcars are proposed to be used at this location as a primary function of business operations.

c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.

- A 6 foot high masonry enclosure has been proposed to hold one dumpster for onsite garbage collection.

d. Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.

- Utilities are currently available to the site and will be properly connected.

e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.

- An eight (8) foot concrete wall has been proposed along the western property line, adjacent to the Stonybrook Apartments. City staff has requested that the concrete wall be shifted from the western property line and located on the east side of the retention

area. A decorative aluminum fence could then be placed on the westernmost property line to allow for visibility into the retention area. (see Dec. 7, 2016, Comment No. 17). Also, as stated above, additional landscaping has been requested along the eastern property line to mitigate for the omission of the eastern and southern landscape buffer. This is currently an open staff comment.

f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.

- No freestanding signage is currently proposed.
- A lighting plan has been provided, which demonstrates adequate lighting and no light trespass from the property.

g. Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.

- Adequate yard/open space has been proposed in accordance with the City's Code of Ordinances.

h. Other applicable requirements such as those found in Sections 31-481 et seq., 31-566 et seq. and 31-596 et seq.

- Please note that City staff requested a third-party analysis of the proposed development for (1) environmental impacts, (2) building and fire code analysis and (3) sound/noise impacts (see Dec. 7, 2016, Comment No. 45, 46, 47). This is currently an open staff comment.

I. Recommendation: City staff advises that the Planning and Zoning Board review and consider all information presented and provide a recommendation to the City Council. If the Planning and Zoning Board chooses to recommend approval, City staff recommends including the following conditions of approval:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a certificate of occupancy or certificate of completion is issued.
2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

5. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
6. A unity of title is required prior to the issuance of a certificate of occupancy or certificate of completion (for Parcel Numbers 56-43-42-32-43-001-0000; 56-43-42-32-43-003-0000; 56-43-42-33-43-004-0000).
7. On-site rail use or rail service, including the addition or removal of rail cars from this site, shall occur only during "day-time" hours, from 7:00AM to 8:00PM, and shall be prohibited during "night-time" hours, from 8:00 PM to 7:00 AM.
8. Activity on this property which results in offensive noise (City Code Sec. 11-141, et seq.) shall be discontinued during the time between 8:00 PM and 7:00 AM.
9. Tanker trucks may actively transport bleach from this location, however, tanker trucks shall not be utilized for long-term storage of bleach or other material on-site.
10. The eight (8) 40,000 gallon storage tanks proposed shall only be utilized for the storage of bleach and no other material or substance.
11. Approval of any future expansion request of the on-site bleach storage capacity of this facility shall require an additional special exception approval (currently eight (8) 40,000 gallon storage tanks; 320,000 gallon total storage capacity).

Sec. 31-62. - Standards for granting special exceptions.

A special exception shall not be recommended by the planning and zoning board unless and until:

- (1) The planning and zoning board shall make findings that the granting of the special exception, with any appropriate conditions and safeguards that the board may deem necessary, will not adversely affect the public interest.
- (2) In reaching its conclusion and in making the findings required in subsection (1) of this section, the planning and zoning board shall consider and weigh, among others, the following factors, where applicable and shall show in the record such factors as were considered and the disposition made thereof. Further, the board shall find in the case of any of these factors, where they may be relevant and applicable, that the purposes and requirements of granting the special exception have been met by the applicant and are reflected in the site plan approved concurrently with the granting of the special exception:
 - a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.
 - c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.
 - d. Utilities, including such consideration as hookin locations and availability and compatibility of utilities for the proposed use or structure.
 - e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.
 - f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.
 - g. Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.
 - h. Other applicable requirements such as those found in sections 31-481 et seq., 31-566 et seq. and 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-27.II.C), 3-17-82)



OFFICE OF
COMMUNITY DEVELOPMENT

CITY OF RIVIERA BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT
600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404
(561) 845-4060 FAX: (561) 845-4038

December 7, 2016

Sent by email only: pallman@odysseymanufacturing.com
lawmdbrown@aol.com

Odyssey Manufacturing Co.
Attn: Pat Allman, General Manager
1484 Massaro Blvd.
Tampa, FL 33619

RE: City Staff Review of Resubmittal for Site Plan and Special Exception Application for
Odyssey Manufacturing Co. (SP-16-14; SE-16-01), PCN #56-43-42-32-43-001-0000

Questions and comments generated from City staff's review of the second submittal of the application for the Odyssey Manufacturing Co. development proposal, at the vacant land known by PCN: 56-43-42-32-43-001-0000, have been provided below (and attached):

Building Division: No additional comments at this time.

Engineering Division: Please see attached conceptual approval.

Fire Department: No additional comments at this time.

Police Department: Please see attached conceptual approval.

Utility District: Please see attached conceptual approval.

Planning and Zoning Division: Please see comments below using the following format; initial comment in regular text, *applicant response in italics*, **current staff response in bold**:

1. An environmental assessment of the site was not provided as part of the initial submittal. This document is required as specified on page 5 of the Uniform Land Use Application (Step 1, Item No. 2). The environmental assessment is required to ensure that no protected flora or fauna exist on this property.

Enclosure (4) is an environmental assessment of the proposed site from Odyssey's Landscape Engineer stating that there is no existing landscaping on the property or any protected flora or fauna.

Comment Satisfied.

2. Please provide documentation identifying anticipated railroad use, including frequency of railroad use, and times of use.

CSX has agreed to provide Odyssey rail service to the property on Tuesday and Thursday

December 7, 2016 (SP-16-14; SE-16-01) Page 1 of 13

during the early morning hours to the existing railyard. The rail service is expected to consist of 2 – 8 railcars. Odyssey would spot (a.k.a. move) the railcars on the property to their final location at 0800 in the morning on Tuesday and Thursday and push them back out for pickup at 1500 on Tuesday and Thursday afternoons.

Since rail service times have been identified, would Odyssey agree to a condition of approval providing for specific hours of operation for on-site rail service during “day-time” hours, (from 7:00AM to 8:00PM) and prohibiting on-site rail service during “night-time” hours (from 8:00PM to 7:00AM)?

3. Will the railroad be utilized for only transporting bleach to this location or will other materials or equipment be transported to or from the site?

Odyssey will only be using the railroad to transport bleach to the property. As discussed in the original submission, Odyssey has a potential use future use for the southern-most two acres of the property (a.k.a. “Phase III”) which would include getting a railcar shipment each month on the existing tracks adjoining this property. Odyssey is requesting approval for a possible future use for the south two acres of the property in the back to bring in aggregates, gravel and sand which would primarily be used to make concrete. The aggregate operation would employ an additional ten people. Odyssey has been in discussion with several parties including CEMEX who leases the property adjacent to this back two-acre parcel with respect to joint use of the existing railroad lines and also with supplying materials for them.

Since future (Phase III) use of the southernmost area of the property has not been finalized, future review and approval may be required depending on the use proposed.

4. Demonstrate how future railroad use onsite will adhere to existing City Noise Regulations since this development is adjacent to Stonybrook Apartments and railroad use is a primary component of your business model (new railroads tracks are currently proposed onsite); see City Code Chapter 11, Article IV, Division 2.

The property is zoned for industrial use and thus Odyssey’s proposed operations are consistent with that use. The property is adjacent to a major CSX railyard consisting of five parallel tracks on the east and south sides that is heavily used. Odyssey’s proposed two-day per week railcar operations are not a significant addition to these operations. All of Odyssey’s operations are on the south and east end of the property several hundred feet from the Stony Brook Apartments. Odyssey purposely laid out its site to maximize the distance of its operations from the Stony Brook Apartments. Odyssey has reviewed the requirements of Section 11.1 of the City of Riviera Beach municipal code with respect to noise regulations and its proposed operations in no way violates any aspect of this code.

Although this property has an Industrial Future Land Use Designation and a General Industrial Zoning Designation, the City's sound level measurement standards apply to the adjacent property boundary. For this location, the adjacent use (to the west) is residential (Stonybrook Apartments). Residential uses have a more strict sound level measurement standard than an industrial or commercial use.

If Odyssey plans on utilizing on-site rail service on only two days during the week (Tuesday and Thursday), would Odyssey agree to a condition of approval limiting on-site rail service on only Tuesday and Thursday?

Although Section 11.1 is described in the above response, City staff previously directed the applicant to Code Chapter 11, Article IV, Division 2 ("Sound Levels", Sec. 11-171).

5. Sheet G-1, Site Construction Plans, please add the property PCN(s) under "Unaddressed Parcel".

Per your request, this information was added to Drawing G-1 (see Enclosure (2)).

Comment Satisfied.

6. Sheet C-1, Gravel Tanker Parking is described (8 spaces shown):
 - a) Why is a gravel parking area proposed versus concrete?

As detailed on the plans, the vast majority of the parking area is asphalt. There is a small section of proposed tanker parking that is gravel. This parking area would only be used for emergencies (see answer to next question). We elected not to pave this area for additional drainage (percolation) on the site.

There are no other parking areas identified on the site plan for tanker parking (6 motor vehicle spaces proposed in Phase 1). Where else on site will tanker parking occur?

Judging from the site elevations and the overall area of the gravel parking, the percolation benefit appears to me minimal. Is there connectivity between the emergency catch basins surrounding the bleach storage tanks and the gravel parking area? Could there be plans for future expansion of storage tanks? If not, why not place asphalt over this area as well?

- b) What is the maximum number of tankers (18-wheel trucks) that could be stored at this location at one time?

We anticipate storing up to eight tankers on the site. Odyssey has several other locations around the State of Florida and during an approaching hurricane, we would anticipate temporarily relocating our tankers to another of our sites that would not be in the path of the hurricane (i.e., on an emergency basis). Thus, if a hurricane was approaching Tampa, Odyssey may temporarily relocate a portion of our tankers in Tampa to Riviera Beach until the hurricane passed by Tampa.

Comment Satisfied.

- c) What could be stored within tanker trucks onsite; specific chemicals?

The only chemical that would be stored within tanker trucks on-site would be sodium hypochlorite (a.k.a. "bleach").

Comment Satisfied. Would Odyssey agree to a condition of approval regarding tanker trucks only storing bleach at this location and no other chemicals?

- d) How long will tanker trucks be stored onsite? Will any long term storage restrictions will be implemented by Odyssey?

It is expected that the tanker trucks will be stored on-site overnight and on weekends but otherwise would be out during the day making deliveries. Odyssey does plan on any long term storage on the site since this would not be economically viable and thus there is no need for any long term storage restrictions.

Comment Satisfied; "Odyssey does [not] plan on any long term storage..."

7. Sheet C-1, A new railroad spur is proposed onsite. How will this area be gated or secured when not in use?

As shown on Drawing C-1, the new railroad spur is inside Odyssey's fence line and is accessed by CSX through a secured gate.

Comment Satisfied.

8. Please coordinate discussion and potential implementation of City accessible security cameras with RBPd.

Odyssey has previously provided a copy of its proposed security plan to the City of Riviera Beach Police Department (see Re-Submittal #1). The plan calls for security cameras to be placed around the site and monitored 24/7 by Odyssey's Operations Center in Tampa. Should there be any sort of emergency, alarm or security situation, the City of Riviera Beach Police Department would be contacted immediately.

Comment Satisfied.

9. Is an additional permit or approval from FEC Railroad required to add an additional rail spur? If so, has this been obtained?

There is no approval from the Florida East Coast (FEC) Railroad required for rail service to the Property. CSX controls the tracks adjacent to the property and has the franchise rights to serve the property. Thus, the Property is served by CSX and they have not only approved service to us but also approved Odyssey's proposed railroad track design.

Comment Satisfied.

10. Sheet C-1, Asphalt is the primary surface proposed throughout the site. Has concrete been considered at high traffic areas or within parking/storage areas?

As shown on Drawing C-1, Odyssey used concrete for the high traffic area the trucks back into at the loading stations but otherwise all other parking and roadway surfaces are asphalt. Odyssey's original Tampa bleach facility used asphalt and this was a successful application and we did not have to re-asphalt this site until fifteen years of operations.

Comment Satisfied.

11. Sheet C-1, Please provide an access gate detail to the northern ingress/egress point.

Enclosure (6) provides detailed drawings for the decorative fence to be used along the north and part of the east boundaries visible from the road as well as the access gate details for the northern ingress/egress point.

Comment Satisfied.

12. Sheet C-1, Demonstrate that an adequate vehicular stacking distance has been provided at the northern ingress/egress point.

There is approximately 130' between the northern ingress/egress point and the crosswalk. A tractor/tanker combination is approximately 60' long. Thus, there is enough room for two tractor/tanker combinations to "stack" up. Given the maximum number of tanker trips in a day is only twenty, the chances of even two tankers being at the gate at the same time is very low.

Comment Satisfied.

13. Is a security guard house or alternate electronic gate access system proposed?

No security guard house or alternate electronic gate access system is proposed.

Comment Satisfied. What are anticipated hours of operation and could trucks arrive at this location in the morning prior to the facility being open/accessible? The City has historically had an issue with 18-wheel trucks arriving to facilities prior to the location being open, causing them to park within the right-of-way. Please advise.

14. Sheet C-1, An alternate drive aisle is proposed at the NE location of the property. What is its purpose and how will it be accessed. Could this create an additional vehicular conflict point onsite?

The purpose of the alternate drive aisle at the NE location is the property is for maintenance access. There is no plan to use this access on any sort of regular basis and thus no vehicular conflicts are expected.

Comment Satisfied.

15. Sheet C-1, A 6 foot Chain Link Fence with 2 feet of barbed wire is currently proposed adjacent to Dr. MLK Jr. Highway. City design standards require decorative fencing visible from or directly adjacent to this roadway. A decorative climb-resistant aluminum fence (or similar) could satisfy this requirement.

Odyssey proposes to use a decorative climb-resistant anodized black aluminum fence for the side of the property adjacent to Dr. Martin Luther King Jr Blvd. and the portion of the east side of the property that is visible from this roadway. Enclosure (6) contains cut sheets of the proposed fencing and the access gate.

Comment Satisfied; please note the maximum allowable fence height is 8'.

16. Sheet C-1, A large open space (sodded) is provided at the NE corner of this development proposal. What is the proposed use for this area?

Odyssey does not intend to utilize all of the land it has purchased and thus elected to place its operations toward the rear of the property to minimize any perceived impacts with the neighborhood. Also, during the design phase CSX railroad requested a lot of clear space around the tracks near the Dr. Martin Luther King Blvd Jr. Blvd road crossing for safety reasons.

Comment Satisfied.

17. Sheet C-1, Upon further review of the proposal, it seems that the 8 foot concrete wall would be more appropriately placed just east of the dry retention area. The property line to the west of the property adjacent to residential apartments should consist of 8 foot decorative climb-resistant aluminum fence. This would allow for visibility into the landscape buffer for adjacent residents and for security and visibility from the street.

Odyssey does not desire to change its plans for liability reasons. We feel putting an eight foot deep retention pit adjacent to residential units creates liability problems for our company. Additionally, we would be concerned with potential housekeeping issues if the area were open to public.

Open comment. Relocating the concrete wall to an internal location (just east of the retention area) and replacing it with decorative aluminum along the property line would likely be preferable to the neighboring residences.

18. The required landscape buffer that was omitted from the eastern and southern portion of the property should be implemented where feasible. A portion of this required buffer could be relocated adjacent to the 8 foot concrete wall (west side of wall if relocated east of the dry retention area).

The east and south sides of the property border a major railyard. There is no area on these sides that would be feasible to landscape because of site security issues and the fact we desire to offload aggregate materials along the tracks as part of our future Phase III plan.

Open comment. Additional plant material (shade trees / palms) should be added to the site to compensate for the lack of landscape buffer. There is adequate space along the western property line for additional plant material.

19. Sheet C-1, Only one dumpster enclosure is identified onsite. Is this adequate for anticipated operations (additional roll-off containers to be utilized)? Will there enough room for a recycling dumpster or only one for garbage?

One dumpster enclosure is adequate for our anticipated operations. We will not be using a recycling dumpster and don't anticipate having any recyclable materials.

Comment Satisfied.

20. C-1, The dimensions of the Dry Retention area appear to have been modified. Are additional approvals required from the SFWMD or has the modification already been approved?

The dimensions of the dry retention area where increased from the preliminary drawings we provided you in July. Our formal submittal in September showed the revised size of the retention area and these were the plans that were submitted and have been approved by SFWMD.

Comment Satisfied.

21. The PBC Property Appraiser's Website currently identifies three separate parcels of land within the proposed development area. How will these parcels be unified; replat or unity of title (PCN: 56434232430010000, 56434232430030000, 56434232430040000)?

Odyssey intends on unifying the three parcels by unity of title.

Comment Satisfied. Unity of title will be required as a condition of approval.

22. Sheet C-1, Please verify that all ADA accessible spaces are located at the point closest to the primary building entrance.

We have revised the drawings to relocate the ADA accessible spaces at the point closest to the primary building entrance (see Enclosure (2)).

Comment Satisfied.

23. Sheet C-1, Multiple development phases are identified, however, no phase lines are provided so there is no way to identify what project elements correspond with each phase. Please provide an additional phasing sheet or identify all elements within each development phase proposed.

Per your request, Phase Lines have been added to the drawings (see Enclosure (2)).

Comment Satisfied.

24. Sheet C-1, No details are provided for Phase III. Without details, the applicant will be required to resubmit a separate future site plan amendment for City Council Review for this phase. Is this the applicant's intent?

The details for the Phase III were provided in our cover letter submitted in September. Basically, we do not intend on doing any construction for Phase III which is why nothing is shown on the drawings. Instead, we are simply using the land for material storage.

Since future (Phase III) use of the southernmost area of the property has not been finalized, (currently shown as grassed open space) future review and approval may be required depending on the use proposed.

25. Sheet C-1, Verify that the data utilized within Site Plan Data #4, "Flood Data", is the most current available for this area.

We verified that the data utilized within Site Plan #4, "Flood Data", is the most current available for this area.

Comment Satisfied.

26. Proposed automobile parking spaces do not adhere to City Code requirements; proposed 9'x18', required 10'x20'.

Odyssey has amended the site drawings to change all non-ADA parking spaces to 10' x 20' (see Enclosure (2)).

Comment Satisfied.

27. Sheet C-1, (center of plan) References the location of a wall or fence on the plan which potentially should read "West of the length of the Cement Co. to the South". Please review and amend accordingly.

Per your request, Odyssey fixed this typographical error on the drawings (see Enclosure (2)).

Comment Satisfied.

28. There are conflicts with the proposed location of the water utility lines and shade trees (oaks) within landscape islands adjacent to the Phase II Warehouse structure. Please revise to eliminate the utility line conflict and review to ensure no additional conflicts exist.

Per your request, Odyssey relocated the water utility lines to eliminate their conflict with the proposed shade trees (see Enclosure (2)).

Comment Satisfied.

29. Sheet C-3, Industrial Process Wastewater Pumped Discharge location identified. Please describe the pretreatment process required prior to discharge into City sewer.

As a follow-up to my phone conversation with Jeff Odoms who is the Pre-Treatment Coordinator for the City of West Palm Beach, there is no pre-treatment process that is required as of now. Odyssey has proposed in its Industrial Use permit application to submit to periodic sampling by the City of West Palm Beach and to sample its wastewater tank for pH and chloride prior to each discharge and maintain a log of the discharge and its results. This would be good engineering practice but according to Mr. Odoms may not be required.

Comment Satisfied.

30. Landscape Plan Sheet 1 of 2, References Code Sec. "31-618". This appears to be a typo. Please review.

This was a typographical error and the plans have been revised (see Enclosure (5)).

Comment Satisfied.

31. Landscape Plan Sheet 2 of 2, Identifies pigeon plum trees abbreviation as "CD" versus "CO". Please revise.

The landscaping plans have been revised to correct this typographical error (see Enclosure (5)).

Comment Satisfied.

32. Sight lighting was omitted from the proposal. Please incorporate into the landscape plans or provide separate sight lighting plan for review with photometric data.

Per your request, Odyssey has enclosed its site lighting plan. As you can see from the photometric data, there is no light trespass issues on the adjacent properties (see Enclosure (7)).

Comment Satisfied.

33. Please review the project for compliance with City Code Sec. 31-611, "Turf areas", which allows a maximum percentage of turfgrass for landscaping purposes (45%).

We have reviewed our project for compliance with the City Code Section 31-611 and are under the maximum percentage of 45% for use of turf grass for landscaping purposes. As we stated previously, we are not using a considerable portion of the site.

Comment Satisfied.

34. Please verify that curbs are provided between landscaped areas and all drive aisles, parking spaces and storage areas.

Odyssey has provided curbs as required between landscaped area and all drive aisles, parking spaces and storage areas. The drawings have been updated to annotate the location of the curbs (see Enclosure (2)).

Comment Satisfied.

35. The adjacent roadway, Dr. MLK Jr. Blvd., is utilized by pedestrians and school children. It may be beneficial to provide typical crosswalk markings connecting the existing sidewalk adjacent to the roadway.

Per your suggestion, Odyssey agrees to provide crosswalk markings connecting the existing sidewalks on either side of our driveway. The drawings have been updated to reflect this change (see Enclosure (2)).

Comment Satisfied.

36. Please provide building elevations for each building proposed. No Building information was provided for the Phase II Warehouse structure.

Enclosure (8) is a drawing of the proposed warehouse structure. The warehouse will be built on a 4' tall concrete foundation and will be 20' tall. The warehouse will be a prefabricated metal building and will be open space except for a 20' x 40' open office area in the southwest corner. The office will have a handicap accessible ramp in the front of the building. There will be a loading dock on the north side of the building.

Comment Satisfied.

37. Sheet A102, Please identify the cylindrical structure proposed between the two mechanical buildings.

The cylindrical structure between the mechanical and electrical building is an air receiver. We use air padding on the railcars to facilitate off-loading of the bleach.

Comment Satisfied.

38. Please provide photos or additional information on any similar sites operated by Odyssey or similar sites located in Florida.

Odyssey is constructing a nearly identical facility in Tampa at this time. We are approximately 90% done with the construction. Per your request, attached are some pictures that show the equipment and buildings at this site (see Enclosure (9)).

Comment Satisfied.

39. Please request and provide photos of the proposed storage tanks from the manufacturer.

Per the tank drawings submitted on 9/4/16, the tanks are approximately 40' tall. Enclosure (9) shows some pictures of the tanks.

Comment Satisfied.

40. Please confirm the specific total height of the proposed storage tanks (+/- 45 feet in height).

Per the tank drawings submitted on 9/4/16, the tanks are approximately 40' tall. Enclosure (9) shows some pictures of the tanks.

Comment Satisfied.

41. Will any odor from proposed operations be detectible from adjacent properties?

There will be no odor from the proposed operations that is detectible on the property itself much less from adjacent properties.

Comment Satisfied.

42. What safeguards are in place to regulate the types of chemicals stored onsite if Odyssey Manufacturing Co. changes their business model, or is sold to another organization?

Odyssey is in the sodium hypochlorite (a.k.a. "bleach") business and has no plans to get into another line of business. We are one of the leading providers of bleach to the Florida marketplace since our inception in 1999. As you know, both the State of Florida and the Federal Government regulate chemicals in the marketplace.

Comment Satisfied. Would Odyssey agree to a condition of approval limiting chemical storage on site to bleach only?

43. What future expansions are anticipated by Odyssey and could they result in an increased amount of chemicals stored onsite?

As part of its site plan approval, Odyssey is requesting approval for a possible future warehouse as shown on its site plan which would be used for 1-gallon jug bleach bottling operations (Phase II). There are currently no bleach bottling operations in South Florida and the nearest Clorox Bottling Plant is in Georgia. Odyssey believes that this is a potential future opportunity for its bleach product. The Bottling Operation if it is ever built would employ an additional twenty personnel. Additionally, Odyssey is requesting approval for a possible future use for the south two acres of the property in the back to bring in aggregates, gravel and sand which would primarily be used to make concrete (Phase III). The aggregate operation would employ an additional ten people. Odyssey has been in discussion with several parties including CEMEX who leases the property adjacent to this back two-acre parcel with respect to joint use of the existing railroad lines and also with supplying materials for them. Neither of these proposed operations would alter or increase the amount of chemicals stored on-site.

Comment Satisfied.

44. If approved, future construction and paving methods should be well thought, to reduce the noise and vibration to adjacent property.

We would agree to well think out future construction and paving methods to reduce noise and vibration to the adjacent properties. Frankly, we don't anticipate the construction to make much noise or vibration.

Comment Satisfied. (Please note: historically the roadway expansion project for adjacent SR710 resulted in vibration and noise impacts to neighboring residents (claims of cracked foundations, etc.) and this question may be asked at a future public meeting).

45. City staff is recommending that the City hire an Environmental Expert, funded by the applicant, to provide a third-party analysis of the proposal and to identify potential impacts to adjacent residents or property.

Odyssey contends that the permitting process and all of the required permits we must obtain including those beyond required by the City of Riviera Beach along with the third party engineering that is signed and sealed provide significant assurances as to the potential environmental impacts to adjacent residents and property. We would object to paying for such an analysis and think this is highly unusual and certainly not customary. Odyssey warrants that the proposed distribution facility has been designed to ensure no or at least minimal impacts to adjacent residents and property.

Open Comment.

46. City staff is recommending that the City hire a Building Code and Fire Code Expert, funded by the applicant, to provide a third-party analysis of the proposal and to identify compliance with all applicable codes, laws and regulations.

Odyssey contends that the permitting process and all of the required permits we must obtain including those beyond required by the City of Riviera Beach along with the third party engineering that is signed and sealed provide significant assurances as to the compliance with all applicable codes, laws and regulations. We would object to paying for such an analysis and think this is highly unusual and certainly not customary. Odyssey warrants that the proposed distribution facility has been designed to ensure compliance with all applicable codes, laws and regulations.

Open Comment.

47. City staff is recommending that the City hire a Sound Expert, funded by the applicant, to analyze projected noise levels and provide suggestions and site plan modifications which may mitigate noise impacts to adjacent residents or property.

Odyssey contends that the permitting process and all of the required permits we must obtain including those beyond required by the City of Riviera Beach along with the third party engineering that is signed and sealed provide significant assurances as to the compliance with all applicable codes, laws and regulations with respect to noise levels. We would object to paying for such an analysis and think this is highly unusual and certainly not customary. Odyssey warrants that the proposed distribution facility has been designed to ensure compliance with all applicable noise level codes, laws and regulations and we do not expect any or at least minimal noise impacts to adjacent residents and property.

Open Comment.

Feel free to contact us with questions or comments; (561)845-4060, jgagnon@rivierabch.com, or agoldberg@rivierabch.com.

Sincerely,



Jeff Gagnon, AICP
Assistant Director of Community Development

C: Danny D. Jones, Interim City Manager
Allison Goldberg, Senior Planner / GIS Specialist

File: Odyssey Manufacturing Co. (SP-16-14; SE-16-01)

TO: Jeff Gagnon, Assistant Director of Community Development
FROM: Terrence N. Bailey, PE
DATE: 11/23/16
RE: Odyssey Manufacturing Site Plan Review- SP-16-14 Review

=====

Engineering Division offer the following comments:

General Comment:

- All Engineering comments have been satisfied.

A handwritten signature in blue ink, appearing to read "T. Bailey", is written over a horizontal line.

Terrence N. Bailey, P.E.
City Engineer

From: [Spradley, DeAndrae L.](#)
To: [Gagnon, Jeff](#)
Cc: [Jones, Danny](#)
Subject: FW: Odyssey Manufacturing Company
Date: Wednesday, November 23, 2016 2:30:42 PM

DeAndrae Spradley, Principal Planner

From: Mitchell, Leonard
Sent: Wednesday, November 23, 2016 11:38 AM
To: Spradley, DeAndrae L. <Dspradley@Rivierabch.com>
Cc: Thomas, Steven <ssthomas@Rivierabch.com>; Mitchell, Leonard <lmitchell@Rivierabch.com>; pallman@odysseymanufacturing.com
Subject: Odyssey Manufacturing Company

Good morning,

Mr. Spradley I have met with Patrick H. Allman reference Odyssey manufacturing.

In his November 7, 2016 letter to Jeff Gagnon, Mr. Allman has address all of our concerns reference his project he has also given us a copy of his Risk Management Plan.

He has also provided a security plan, access control –plan he has also provided his safety records.

He also provided the following:

1. Perimeter Security Plan
2. Intrusion alarm plan
3. Adequate lighting plan
4. Access control plan for ingress/egress points.

He has provided all the information requested by RBPD and he can move forward with addressing our planning and zoning board.

If you have any questions please feel free to call me at 561-876-9064.

From: [Spradley, DeAndrae L.](#)
To: [Walker, Leighton C](#)
Cc: [Pat Allman](#); [Perry, Troy](#); [Gagnon, Jeff](#)
Subject: Re: ODYSSEY MANUFACTURING CO. PROPOSED BLEACH DISTRIBUTION FACILITY
Date: Friday, December 02, 2016 11:41:11 AM

Thanks and have a wonderful day!

DeAndrae Spradley, Principal Planner

On Dec 2, 2016, at 11:39 AM, Walker, Leighton C <Lcwalker@Rivierabch.com> wrote:

DeAndrae:

I reviewed the latest set of plans for Odyssey Manufacturing and met with Pat yesterday to discuss the comments. The 3" sewer meter shown on the plans is not shown at the property line. Pat agreed that this will be done and based on this I will approve the plans with the note that the meter shall be installed at the property line.

Leighton C. Walker
Utilities Engineer

City of Riviera Beach Utility District
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
Office: (561) 845-4185
Fax: (561) 840-7292
email: lcwalker@rivierabch.com

From: Pat Allman [<mailto:pallman@odysseymanufacturing.com>]
Sent: Thursday, October 27, 2016 4:28 PM
To: Walker, Leighton C <Lcwalker@Rivierabch.com>
Cc: 'Randall Granberry' <rdgranberry@gmail.com>; 'Jesus Merly' <JESUS.MERLY@5MCIVIL.COM>
Subject: ODYSSEY MANUFACTURING CO. PROPOSED BLEACH DISTRIBUTION FACILITY

Leighton,

We got your comments (see attached):

<!--[if !supportLists]-->1) <!--[endif]-->We will slide the water meter and backflow preventer assemblies to the north by 10' or so to put them on the property line. **DONE**

<!--[if !supportLists]-->2) <!--[endif]-->We have verified there is an 8" water main to serve the property and it is shown on the drawings. **OK**

<!--[if !supportLists]-->3) <!--[endif]-->We will obtain an industrial use permit

under the City's IPP. Can you please send me the application package and any other required information? OK

<!--[if !supportLists]-->4) <!--[endif]-->We note that any discharge of bleach and other chemicals will be governed by the City's Pre-Treatment standards. Can you please send me these standards? What we typically do at our other facilities if we were to spill any bleach in the containment we pump it to the storage tanks and re-use it. If it is an insignificant amount, we would dechlorinate it to 0 ppm chlorine in the water with sodium bisulfite before discharging it. OK

Thanks for your support in advance. Pat.



September 4, 2016

Mr. Jeff Gagnon, AICP
City of Riviera Beach
Assistant Director
Department of Community Development
600 W. Blue Huron Blvd.
Riviera Beach, Florida 33404

Re: **ODYSSEY MANUFACTURING CO. SITE PLAN APPROVAL REQUEST**
1501 MARTIN LUTHER KING JR BLVD, RIVIERA BEACH, FL 33404
PARCEL #56-43-42-32-43-001-0000

Encl: (1) Structural Plans for Concrete Dike
(2) FRP Storage Tank Drawings
(3) Containment Calculations
(4) Sodium Hypochlorite Safety Data Sheet
(5) NFPA-1: 60.1.1
(6) NFPA-1: 3.3.142.1
(7) NFPA-1: 60.3.1
(8) NFPA-1: 3.3.173.3
(9) NFPA-400: G.5.1.5 (Sodium Hypochlorite)
(10) NFPA-1: 3.3.77
(11) NFPA-1: 3.3.173.13/3.3.173.14/3.3.173.15/3.3.173.16

Dear Mr. Gagnon,

The purpose of this letter is to provide additional information on sodium hypochlorite (a.k.a. "bleach") and Odyssey's proposed storage area with regard to our request for Site Plan approval from the City of Riviera Beach for Odyssey Manufacturing Co.'s ("Odyssey") intended use of an undeveloped property located at approximately 1501 Dr. Martin Luther King Jr. Blvd. (a.k.a. "MLK") (PARCEL #56-43-42-32-43-001-0000. This information was requested by Mr. Peter Ringle of the City of Riviera Beach Building Department to facilitate his review of Odyssey's proposed plans.

As shown on its proposed site plan, Odyssey will be installing eight (8) 40,000-gallon bleach storage tanks inside an outdoor concrete dike or containment area. Odyssey proposes to unload railcars of bleach into the tanks and then ship out the hypochlorite from these storage tanks by tractors hauling tankers. Thus, Odyssey's site is a distribution center for bleach. Attached are the structural plans for the containment area and the bleach storage tanks that Odyssey proposes to turn in with the Building Permit (see Enclosures (1) and (2)). Attached are the containment calculations for the containment area (see Enclosure (3)). For comparison purposes, there are ten bleach manufacturing or distribution sites in Florida containing a total of between 250,000-gallons to 500,000-gallons each. In addition, sodium hypochlorite tanks are installed all over Florida not just at distribution or manufacturing facilities but at various end use facilities (primarily water and wastewater plants). For example, the City of Riviera Beach Water Plant solicited proposals last year to install a bleach system and Odyssey proposed to install four 8,850-gallon tanks inside a concrete containment area. The City of West

Palm Beach has six 7,300-gallon bleach tanks inside a concrete containment area at its downtown water plant (just to name a few in the area).

Sodium hypochlorite is considered a hazardous material and thus we have also enclosed the Safety Data Sheet (SDS) for this material (see Enclosure (4)). It is a liquid at atmospheric pressure and fairly inert as it is not that reactive with other substances. As one can see from the SDS, sodium hypochlorite has a “0” flammability rating meaning it is not flammable at all. The National Fire Protection Association (NFPA) publishes “NFPA-1” which is the “Fire Code” and is incorporated into all building codes in Florida including the City of Riviera Beach. NFPA-1 has specific guidelines for the Building Code as it relates to hazardous materials. Chapter 60 of NFPA-1 is applicable to and provides the regulations for all “occupancies containing high hazard contents” (60.1.1 – see Enclosure (5)). The definition of High Hazard Contents is anything that is considered a hazardous material (3.3.142.1 – see Enclosure (6)). Chapter 60.3.1 of NFPA-1 states (see Enclosure (7)):

“Hazardous Material Classification. Materials shall be classified into one or more of the following categories of hazardous materials, based on the definitions found in Chapter 3:

- (1) Corrosives solids, liquids or gases
- (2) Flammable Solids
- (3) Flammable Gases
- (4) Flammable Cryogenic Fluids
- (5) Inert Cryogenic Fluids
- (6) Inert Gases
- (7) Organic Peroxide Formulations
- (8) Oxidizer solids or liquids
- (9) Oxidizing gases
- (10) Oxidizing cryogenic fluids
- (11) Pyrophoric solids, liquids or gases
- (12) Toxic or highly toxic solids, liquids, or gases
- (13) Unstable (reactive) solids, liquids, or gases
- (14) Water-reactive solids or liquids (NFPA 400:4.1)”

Sodium hypochlorite is not a corrosive material as defined by 3.3.173.3 of NFPA-1 since it does not cause visible destruction of, or irreversible alterations in, living tissues by chemical action at the site of contact (see Enclosure (8)). Additionally, Annex G of NFPA-400 (Hazardous Materials Code) provides specific guidance for sodium hypochlorite and explicitly states that sodium hypochlorite solutions containing less than 1% excess caustic are not considered corrosives but only irritants (see G.5.1.5 – Enclosure (9)). Per Enclosure (4), Odyssey’s sodium hypochlorite contains approximately 0.1% to 0.4% excess caustic which is less than 1% requirement to be a corrosive under NFPA-1. Sodium hypochlorite is not considered a “flammable” solid, gas or liquid since it has a zero flammability rating. Sodium hypochlorite is not considered an inert cryogenic fluid based on the definition that a cryogenic fluid has a boiling point less than 150 degrees F and the boiling point of hypochlorite is over 200 degrees F based on the attached SDS (see 3.3.77 – Enclosure (10)). Sodium hypochlorite is not considered an inert gas since it is a liquid. Sodium hypochlorite is not considered an organic peroxide since it has no carbon atom (definition of an organic substance) and contains no hydrogen peroxide. Sodium hypochlorite is not a solid, liquid or gas oxidizer. Annex B to NFPA-1 in B.5.2 lists over one hundred common oxidizers and sodium hypochlorite is not listed. Additionally, Annex G of NFPA-400 (Hazardous Materials Code) provides specific guidance for sodium hypochlorite and explicitly states that “sodium hypochlorite solutions are not classified as oxidizers by the NFPA” (see G.5.1.5 – Enclosure (9)). Sodium hypochlorite is not considered a pyrophoric

liquid since it does not have an auto-ignition temperature in air at or below 130 degrees F (3.3.173.13 – see Enclosure (11)). Since it is not flammable, sodium hypochlorite has no auto-ignition temperature. Sodium hypochlorite is not considered a toxic liquid in that its LD50 concentration level to kill mice or rats is 5,800 mg/kg (see Enclosure (4)) and the requirement is less than 500 mg/kg to be a “toxic material” and less than 50 mg/kg to be a “highly toxic material” as defined in 3.3.173.14 of NFPA-1 (see Enclosure (11)). Sodium hypochlorite is not considered to be an unstable (reactive) liquid since it does not undergo a violent chemical change under conditions of shock, pressure, or temperature as defined in 3.3.173.15 of NFPA-1 (see Enclosure (11)). Sodium hypochlorite is not considered to be a water-reactive liquid since it does not undergo a violent reaction or is even exothermic at all upon exposure to water or moisture as defined in 3.3.173.16 of NFPA-1 (see Enclosure (11)). In summary, while sodium hypochlorite is a hazardous material it is not considered to be in one of the fourteen categories listed in NFPA-1. This is further confirmed by Appendix B to NFPA-1 which lists thousands of chemicals and nowhere does it list sodium hypochlorite as an example chemical in the fourteen categories referenced above. Further, it is specifically discussed in Appendix G to NFPA-400 and only labeled an “irritant” by that document. Thus, the Maximum Allowable Quantity (MAQ) for storage of the various categories of hazardous materials specified in 60.4 of NFPA-1 does not apply to sodium hypochlorite.

However, 60.4.1.3 does state that occupancies in which high hazard contents are stored, used or handled shall also comply with Chapter 6 of NFPA 400. Odyssey agrees to meet all of the requirements of Chapter 6 of NFPA 400, including, but not limited to the following:

- 6.1.2 – SDS shall be available on the premises.
- 6.1.4 – Odyssey shall provide personnel training for its employees with respect to the sodium hypochlorite.
- 6.1.5 – Smoking shall be prohibited within 25’ of the outdoor storage area.
- 6.1.8.2 – NFPA 704 placards will be provided on each storage tank and on the containment area.
- 6.1.8.3 – No smoking signs shall be provided within 25’ of the storage tank area.
- 6.1.9 – Guard posts or bollards shall be used to protect the containment area from vehicles.
- 6.1.15 – The outdoor sodium hypochlorite storage area shall be kept free of weeds, debris and combustible materials as required. The outdoor storage area shall be greater than the minimum requirement of 20’ from the property line. The exact distance to the closest property line (which is the railroad right of way on the east side) is 58’. The distance from the storage area to the closest structure on the west side of the property is well over 300’.
- 6.1.16.1 – Odyssey shall furnish and maintain detection and alarm systems for the sodium hypochlorite containment area.
- 6.2.1.9.3.4 – The secondary containment shall have a sump to collect and drain the sodium hypochlorite.
- 6.2.1.9.3.7 – The secondary containment shall have a monitoring system to detect hazardous materials.
- 6.3.1.2.4 – The storage tanks are equipped with liquid high level switches to prevent overfilling of the tanks.

In summary, Odyssey’s proposed design meets all of the requirements of NFPA-1 (Fire Code) and NFPA-400 (Hazardous Materials Code). Additionally, Odyssey met with the City of Riviera Beach Fire Department and incorporated their requirements into its design which included: (1) Location of the on-site fire hydrant; and (2) Increased minimum driveway width to 20’ around the hypochlorite storage area to allow emergency vehicles access to the buildings and equipment area from any direction.

Thank you for your consideration. Please do not hesitate to contact me at (813) 635-0339 or cellular (813) 335-3444 if I can be of further assistance. We look forward to working with the citizens and community of Riviera Beach in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Allman', followed by a long horizontal line extending to the right.

Patrick H. Allman
General Manager

Odyssey Manufacturing Co.
 1501 Dr. Martin Luther King
 River Bay, Florida 33404

Containment Calculations:

Total Volume = Volume of Containment - Volume of 7 tanks - Volume Hauling Pads

$$\text{Total Volume} = \left[(76' \times 45' \times 2.975) + (2' \times 2' \times 1') - 2(10.5' \times 3' \times 1.6') - 3(2' \times 4' \times 1') - 8 \right. \\ \left. ((15' \times 15') - 4(\frac{1}{2} \times 4.5' \times 4.5')) \times .83' \right) - 7(3.14 \times 6.5' \times 6.5' \times 2.04') \quad (1)$$

$$\text{Total Volume} = [10,179 \text{ ft}^3 - 42 \text{ ft}^3 - 24 \text{ ft}^3 - 1,225 \text{ ft}^3 - 1,894 \text{ ft}^3] = 6,994 \text{ ft}^3$$

$$\text{Total Volume} = \left[(6,994 \text{ ft}^3) \times 7.48 \frac{\text{gallons}}{\text{ft}^3} \right] = 52,315 \text{ gallons}$$

Normal Tank Volume 40,000 gallons \Rightarrow 130% Total

(1) Assumes 17% Slope West to East



MICHAEL P. ALZAATREH
 FL PE # 52427
 ODYSSEY ENGINEERING COMPANY, A
 CA # 30049



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 8/01/16

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention] P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + P340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
- [Storage] P405 – Store locked up.
- [Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



- Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.
- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1 gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)

DNA repair – Escherichiacoli 20 µg/ disc;

DNA damage – Escherichiacoli 420 µmol/L;

Phage inhibition capacity – Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)
	EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group:	III
NAERG:	Guide #157
Packaging Authorizations:	Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: No

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.

This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.

*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



Splash Goggles



Gloves

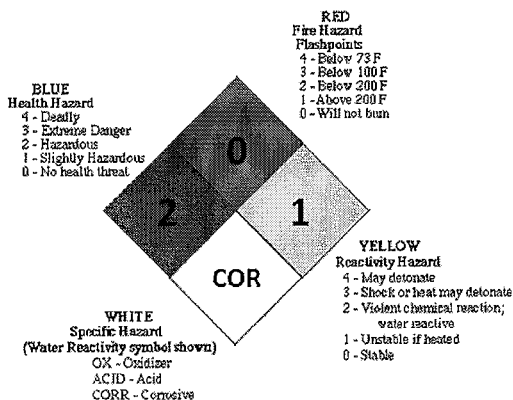


Protective Apron



Vapor Respirator

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

- (4) Room access doors shall display an approved sign stating:
OZONE GAS GENERATOR — HIGHLY TOXIC —
OXIDIZER.

54.3 Piping, Valves, and Fittings.

54.3.1 **General.** Piping, valves, fittings, and related components used to convey ozone shall be in accordance with Section 54.3.

54.3.2 Secondary Containment.

54.3.2.1 Secondary containment, such as double-walled piping or exhausted enclosures, shall be provided for piping, valves, fittings, and related components, unless otherwise permitted by 54.3.2.3.

54.3.2.2 Secondary containment shall be capable of directing a sudden release to an approved treatment system.

54.3.2.3 Secondary containment shall not be required for welded stainless steel piping and tubing.

54.3.3 **Materials.** Materials shall be compatible with ozone and shall be rated for the design operating pressures.

54.3.4 **Identification.** Piping shall be identified: OZONE GAS — HIGHLY TOXIC — OXIDIZER.

54.4 **Automatic Shutdown.** Ozone generators shall be designed to automatically shut down when any one of the following occurs:

- (1) The dissolved ozone concentration in the water being treated is above saturation when measured at the point where the water is exposed to the atmosphere.
- (2) The process using generated ozone is shut down.
- (3) The ventilation system for the cabinet or ozone generator room fails.
- (4) The gas detection system fails.

54.5 **Manual Shutdown.** Manual shutdown controls shall be provided at the ozone generator and, if in a room, within 10 ft (3 m) of the main exit or exit access door.

Chapter 55 Reserved

Chapter 56 Reserved

Chapter 57 Reserved

Chapter 58 Reserved

Chapter 59 Reserved

Chapter 60 Hazardous Materials

60.1 General Requirements.

60.1.1 **Applicability.** Occupancies containing high hazard contents shall comply with this chapter in addition to other applicable requirements of this Code. [5000:34.1.1.1]

Paragraph 60.1.2 was revised by a tentative interim amendment (TIA). See page 1.

60.1.2 **Subjects Not Regulated.** Buildings, and portions thereof, containing high hazard contents limited to any of the following shall not be required to comply with this chapter:

- (1) Flammable and combustible liquids associated with application of flammable finishes and complying with Chapter 43.
- (2) Flammable and combustible liquids associated with wholesale and retail sales and storage in mercantile occupancies and complying with Chapter 66
- (3) Class IIIA and Class IIIB combustible liquid solvents in closed systems employing listed cleaning equipment complying with Chapter 24
- (4) Refrigerants and refrigerant oil contained within closed-cycle refrigeration systems complying with Chapter 53 and the building code
- (5) Flammable and combustible liquid beverages in liquor stores and distributors without bulk storage
- (6) High hazard contents stored or used in farm buildings or similar occupancies for on-premises agricultural use
- (7) Corrosive materials in stationary batteries utilized for facility emergency power, uninterrupted power supply, or similar purposes, provided that the batteries are provided with safety venting caps and ventilation is provided in accordance with Chapter 52
- (8) Corrosive materials displayed in original packaging in mercantile occupancies and intended for personal or household use or as building materials
- (9) Aerosol products in storage or mercantile occupancies and complying with Chapter 61
- (10) Flammable and combustible liquids storage tank buildings meeting the requirements of NFPA 30
- (11) Flammable and combustible liquids storage tank vaults meeting the requirements of NFPA 30
- (12) Flammable and combustible liquids process buildings meeting the requirements of NFPA 30
- (13) Installation of fuel gas distribution systems and associated equipment in accordance with Section 11.4 and Chapter 69

[5000:34.1.1.2]

60.1.3 Applicability of Sections.

60.1.3.1 **Quantities Not Exceeding the Maximum Allowable Quantities per Control Area.** Storage, use, and handling of hazardous materials in quantities not exceeding maximum allowable quantities permitted in control areas set forth in Section 60.1.3.1 shall be in accordance with Section 60.1 through Section 60.5.

60.1.3.2 **Quantities Exceeding the Maximum Allowable Quantities per Control Area.** Storage, use, and handling of hazardous materials in quantities in excess of the maximum allowable quantities permitted in control areas set forth in 60.1.3.2 shall comply with Section 60.2 through Section 60.6.

60.1.3.3 **Limited Applicability of this Chapter for Specific Material Classes.** Chapter 60 shall apply in its entirety to all hazardous materials except where Chapters 61 through 73 of this Code specify that only certain sections of this chapter shall apply to a specific material classification category.

3.3.140 Ground Kettle. A container that could be mounted on wheels and is used for heating tar, asphalt, or similar substances.

3.3.141 Handling. The deliberate movement of material by any means to a point of storage or use.

3.3.142* Hazard of Contents.

3.3.142.1 High Hazard. High hazard contents shall include materials defined as hazardous materials in 3.3.173.4, whether stored, used, or handled. [5000:6.3.2.4.1.1]

3.3.142.1.1 High Hazard Level 1 Contents. High hazard Level 1 contents shall include materials that present a detonation hazard including, but not limited to, the following: (1) Explosives; (2) Unclassified detonable organic peroxides; (3) Class 4 oxidizers; (4) Detonable pyrophoric materials; (5) Class 3 detonable and Class 4 unstable (reactive) materials. [5000:6.3.2.4.2]

3.3.142.1.2 High Hazard Level 2 Contents. High hazard Level 2 contents shall include materials that present a deflagration hazard or a hazard from accelerated burning including, but not limited to, the following: (1) Class I, Class II, or Class III-A flammable or combustible liquids that are used or stored in normally open containers or systems, or in closed containers or systems at gauge pressures of more than 15 psi (103 kPa); (2) Combustible dusts stored, used, or generated in a manner creating a severe fire or explosion hazard; (3) Flammable gases and flammable cryogenic liquids; (4) Class I organic peroxides; (5) Class 3 solid or liquid oxidizers that are used or stored in normally open containers or systems, or in closed containers or systems at gauge pressures of more than 15 psi (103 kPa); (6) Nondetonable pyrophoric materials; (7) Class 3 nondetonable unstable (reactive) materials; (8) Class 3 water-reactive materials [5000:6.3.2.4.3]

3.3.142.1.3 High Hazard Level 3 Contents. High hazard Level 3 contents shall include materials that readily support combustion or present a physical hazard including, but not limited to, the following: (1) Level 2 and Level 3 aerosols; (2) Class I, Class II, or Class III-A flammable or combustible liquids that are used or stored in normally closed containers or systems at gauge pressures of less than 15 psi (103 kPa); (3) Flammable solids, other than dusts classified as high hazard Level 2, stored, used, or generated in a manner creating a high fire hazard; (4) Class II and Class III organic peroxides; (5) Class 2 solid or liquid oxidizers; (6) Class 3 solid or liquid oxidizers that are used or stored in normally closed containers or systems at gauge pressures of less than 15 psi (103 kPa); (7) Oxidizing gases and oxidizing cryogenic liquids; (8) Class 2 unstable (reactive) materials; (9) Class 2 water-reactive materials [5000:6.3.2.4.4]

3.3.142.1.4 High Hazard Level 4 Contents. High hazard Level 4 contents shall include materials that are acute health hazards including, but not limited to, the following: (1) Corrosives; (2) Highly toxic materials; (3) Toxic materials [5000:6.3.2.4.5]

3.3.142.1.5 High Hazard Level 5 Contents. High hazard Level 5 contents include hazardous production materials (HPM) used in the fabrication of semiconductors or semiconductor research and development. [5000:6.3.2.4.6]

3.3.142.2* Low Hazard Contents. Low hazard contents shall be classified as those of such low combustibility that no self-propagating fire therein can occur. [5000:6.3.2.2]

3.3.142.3* Ordinary Hazard Contents. Ordinary hazard contents shall be classified as those that are likely to burn with moderate rapidity or to give off a considerable volume of smoke. [5000:6.3.2.3]

3.3.143* Hazard Rating. The numerical rating of the health, flammability, self-reactivity, and other hazards of the material, including its reaction with water. [55, 2013]

3.3.144 Hazardous Material. See 3.3.173.4.

3.3.145 Hazardous Material Storage Facility. A building, a portion of a building, or exterior area used for the storage of hazardous materials in excess of exempt amounts.

3.3.146 Hazardous Materials Storage Locker. A movable prefabricated structure, manufactured primarily at a site other than the final location of the structure and transported completely assembled or in a ready-to-assemble package to the final location, and intended to meet local, state, and federal requirements for outside storage of hazardous materials. [30, 2015]

3.3.147* Hazardous Reaction or Hazardous Chemical Reaction. Reactions that result in dangers beyond the fire problems relating to flash point and boiling point of either the reactants or of the products. [30, 2015]

3.3.148 Heat Transfer Fluid (HTF). A liquid that is used as a medium to transfer heat energy from a heater or vaporizer to a remote heat consumer (e.g., injection molding machine, oven, or dryer, or jacketed chemical reactor). [30, 2015]

3.3.149* Heliport. An identifiable area located on land, on water, or on a structure, that also includes any existing buildings or facilities thereon, used or intended to be used for landing and takeoff of helicopters. [418, 2011]

3.3.150 Hogged Material. Mill waste consisting mainly of hogged bark but possibly including a mixture of bark, chips, dust, or other by-products from trees; also includes material designated as hogged fuel.

3.3.151 Home.

3.3.151.1 Day-Care Home. See 3.3.183.6.

3.3.151.2 Nursing Home. See 3.3.183.21.

3.3.152 Horizontal Exit. See 3.3.102.1.

3.3.153* Immediately Dangerous to Life and Health (IDLH). A concentration of airborne contaminants, normally expressed in parts per million (ppm) or milligrams per cubic meter, that represents the maximum level from which one could escape within 30 minutes without any escape-impairing symptoms or irreversible health effects. [55, 2013]

3.3.154 Imminent Danger. A condition or practice in an occupancy or structure that poses a danger that could reasonably be expected to cause death, serious physical harm, or serious property loss.

3.3.155* Incident Commander (IC). The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. [472, 2013]

60.1.4 Facility Closure.

60.1.4.1 Where required by the AHJ, no facility storing hazardous materials listed in 1.1.1 of NFPA 400 shall close or abandon an entire storage facility without notifying the AHJ at least 30 days prior to the scheduled closing. [400:1.9.1]

60.1.4.2 The AHJ shall be permitted to reduce the 30-day period specified in 60.1.4.1 when there are special circumstances requiring such reduction. [400:1.9.2]

60.1.4.3 Facilities Out of Service.

60.1.4.3.1 **Facilities Temporarily Out of Service.** Facilities that are temporarily out of service shall continue to maintain a permit and be monitored and inspected. [400:1.9.3.1]

60.1.4.3.2 **Facilities Permanently Out of Service.** Facilities for which a permit is not kept current or that are not monitored and inspected on a regular basis shall be deemed to be permanently out of service and shall be closed in accordance with 60.1.4.4.1 through 60.1.4.4.2. [400:1.9.3.2]

60.1.4.4 Closure Plan.

60.1.4.4.1 Where required by the AHJ, the permit holder or applicant shall submit a closure plan to the fire department to terminate storage, dispensing, handling, or use of hazardous materials at least 30 days prior to facility closure. [400:1.9.4.1]

60.1.4.4.2 The plan shall demonstrate that hazardous materials that were stored, dispensed, handled, or used in the facility have been transported, disposed of, or reused in a manner that eliminates the need for further maintenance and any threat to public health and safety. [400:1.9.4.2]

60.1.5 Emergency Planning.

60.1.5.1 **Emergency Action Plan.** An emergency action plan, consistent with the available equipment and personnel, shall be established to respond to fire and other emergencies in accordance with requirements set forth in this Code. [400:1.10.1]

60.1.5.2 **Activation.** The facility responsible for an unauthorized release shall activate the emergency action element of the Hazardous Materials Management Plan. [400:1.10.2]

60.1.6 Hazardous Materials Management Plan (HMMP).

60.1.6.1* When required by the AHJ, new or existing facilities that store, use, or handle hazardous materials covered by this Code in amounts above the MAQ specified in 60.4.2.1.2 through 60.4.2.1.13 and 5.4.1.2 of NFPA 400 shall submit a hazardous materials management plan (HMMP) to the AHJ. [400:1.11.1]

60.1.6.2 The HMMP shall be reviewed and updated as follows:

- (1) Annually
- (2) When the facility is modified
- (3) When hazardous materials representing a new hazard category not previously addressed are stored, used, or handled in the facility [400:1.11.2]

60.1.6.3 The HMMP shall comply with the requirements of Section 60.5. [400:1.11.3]

60.1.7* Hazardous Materials Inventory Statement (HMIS).

60.1.7.1 When required by the AHJ, a hazardous materials inventory statement (HMIS) shall be completed and submitted to the AHJ. [400:1.12.1]

60.2 Special Definitions.

60.2.1 **Chemical Name.** See 3.3.43.

60.2.2 **Closed System Use.** See 3.3.267.1.

60.2.3 **Control Area.** See 3.3.14.2.

60.2.4 **Dispensing.** See 3.3.86.

60.2.5 **Flammable Solid.** See 3.3.236.2.

60.2.6 **Hazardous Material.** See 3.3.173.4.

60.2.7 **Health Hazard Material.** See 3.3.173.6.

60.2.8 **Highly Toxic Material.** See 3.3.173.7.

60.2.9 **Incompatible Material.** See 3.3.173.9.

60.2.10 **Liquid.** See 3.3.164.

60.2.11 **Open System Use.** See 3.3.267.2.

60.2.12 **Organic Peroxide.** See 3.3.189.

60.2.12.1 **Organic Peroxide Formulation.** See 3.3.189.1.

60.2.12.1.1 **Class I.** See 3.3.189.1.1.

60.2.12.1.2 **Class II.** See 3.3.189.1.2.

60.2.12.1.3 **Class III.** See 3.3.189.1.3.

60.2.12.1.4 **Class IV.** See 3.3.189.1.4.

60.2.12.1.5 **Class V.** See 3.3.189.1.5.

60.2.13 **Oxidizer.** See 3.3.192.

60.2.13.1 **Class 1.** See 3.3.192.1.

60.2.13.2 **Class 2.** See 3.3.192.2.

60.2.13.3 **Class 3.** See 3.3.192.3.

60.2.13.4 **Class 4.** See 3.3.192.4.

60.2.14 **Physical Hazard Material.** See 3.3.173.12.

60.2.15 **Pyrophoric Material.** See 3.3.173.13.

60.2.16 **Solid Material.** See 3.3.237.

60.2.17 **Toxic Material.** See 3.3.173.14.

60.2.18 **Unstable (Reactive) Material.** See 3.3.173.15.

60.2.19 **Use.** See 3.3.267.

60.2.20 **Water-Reactive Material.** See 3.3.173.16.

60.3 Classification of Materials, Wastes, and Hazard of Contents.

60.3.1* **Hazardous Material Classification.** Materials shall be classified into one or more of the following categories of hazardous materials, based on the definitions found in Chapter 3:

- (1) Corrosive solids, liquids, or gases
- (2) Flammable solids
- (3) Flammable gases
- (4) Flammable cryogenic fluids
- (5) Inert cryogenic fluids
- (6) Inert gases
- (7) Organic peroxide formulations
- (8) Oxidizer solids or liquids
- (9) Oxidizing gases
- (10) Oxidizing cryogenic fluids
- (11) Pyrophoric solids, liquids, or gases
- (12) Toxic or highly toxic solids, liquids, or gases



- (13) Unstable (reactive) solids, liquids, or gases
(14) Water-reactive solids or liquids [400:4.1]

60.3.2 Classification of High Hazard Contents.

60.3.2.1 General.

60.3.2.1.1 High hazard contents shall include materials defined as hazardous material in Chapter 3, whether stored, used, or handled. [400:4.2.1.1]

60.3.2.1.2 High hazard contents shall include those materials defined as hazardous material solids, liquids, or gases limited to the hazard categories specified in 1.1.1 of NFPA 400 and classified in accordance with 60.3.2.1.2.1 through 60.3.2.1.2.4 whether stored, used, or handled. [400:4.2.1.2]

60.3.2.1.2.1 High Hazard Level 1 Contents. High hazard Level 1 contents shall include materials that present a detonation hazard, including, but not limited to, the following hazard categories:

- (1) Class 4 oxidizers
- (2) Detonable pyrophoric solids or liquids
- (3) Class 3 detonable and Class 4 unstable (reactive) solids, liquids, or gases
- (4) Detonable organic peroxides [400:4.2.1.2.1]

60.3.2.1.2.2 High Hazard Level 2 Contents. High hazard Level 2 contents shall include materials that present a deflagration hazard or a hazard from accelerated burning limited to the following hazard categories:

- (1) Combustible dusts stored, used, or generated in a manner creating a severe fire or explosion hazard
- (2) Class I organic peroxides
- (3) Class 3 solid or liquid oxidizers that are used or stored in normally open containers or systems or in closed containers or systems at gauge pressures of more than 15 psi (103.4 kPa)
- (4) Flammable gases
- (5) Flammable cryogenic fluids
- (6) Nondetonable pyrophoric solids, liquids, or gases
- (7) Class 3 nondetonable unstable (reactive) solids, liquids, or gases
- (8) Class 3 water-reactive solids and liquids [400:4.2.1.2.2]

60.3.2.1.2.3 High Hazard Level 3 Contents. High hazard Level 3 contents shall include materials that readily support combustion or present a physical hazard limited to the following hazard categories:

- (1) Flammable solids, other than dusts classified as high hazard Level 2, stored, used, or generated in a manner creating a high fire hazard
- (2) Class II and Class III organic peroxides
- (3) Class 2 solid or liquid oxidizers
- (4) Class 3 solid or liquid oxidizers that are used or stored in normally closed containers or systems at gauge pressures of less than 15 psi (103.4 kPa)
- (5) Class 2 unstable (reactive) materials
- (6) Class 2 water-reactive solids, liquids, or gases
- (7) Oxidizing gases
- (8) Oxidizing cryogenic fluids [400:4.2.1.2.3]

60.3.2.1.2.4 High Hazard Level 4 Contents. High hazard Level 4 contents shall include materials that are acute health hazards limited to the following hazard categories:

- (1) Corrosive solids, liquids, or gases
- (2) Highly toxic solids, liquids, or gases

- (3) Toxic solids, liquids, or gases [400:4.2.1.2.4]

60.3.3 Mixtures. Mixtures shall be classified in accordance with the hazards of the mixture as a whole by an approved, qualified organization, individual, or testing laboratory. [400:4.3]

60.3.4* Multiple Hazards. Hazardous materials that have multiple hazards shall conform to the code requirements for each applicable hazard category. [400:4.4]

60.3.5* Classification of Waste. Waste comprised of or containing hazardous materials shall be classified in accordance with 60.3.1 through 60.3.4 as applicable. [400:4.5]

60.4 Permissible Storage and Use Locations.

60.4.1* General.

60.4.1.1 Control Areas or Special Protection Required. Hazardous materials shall be stored and used in any of the following:

- (1) In control areas complying with 60.4.2
- (2) In occupancies complying with requirements for Protection Level 1, Protection Level 2, Protection Level 3, or Protection Level 4 in accordance with 60.4.3
- (3) In outdoor areas complying with 60.4.4 [400:5.1.1]

60.4.1.2 Weather Protection Structures. Weather protection, when provided, shall comply with 6.2.7.2 of NFPA 400. [400:5.1.2]

60.4.1.3 High Hazard Contents. Occupancies in which high hazard contents are stored, used, or handled shall also comply with Chapter 6 of NFPA 400. [400:5.1.3]

60.4.2 Control Areas.

60.4.2.1 Hazardous materials shall be permitted to be stored and used in control areas in accordance with 60.4.2.1 and 60.4.2.2. [400:5.2.1]

60.4.2.1.1 General.

60.4.2.1.1.1 All occupancies shall be permitted to have one or more control area in accordance with 60.4.2. [400:5.2.1.1.1]

60.4.2.1.1.2 The quantity of hazardous materials in an individual control area shall not exceed the maximum allowable quantity (MAQ) for the applicable occupancy set forth in 60.4.2.1.2 through 60.4.2.1.13 except as modified by Table 60.4.2.1.1.3. [400:5.2.1.1.2]

60.4.2.1.1.3 For all occupancies not covered by 60.4.2.1.2 through 60.4.2.1.13, the MAQ of hazardous materials per control area shall be as specified in Table 60.4.2.1.1.3. [400:5.2.1.1.3]

Tables 60.4.2.1.1.3, 60.4.2.1.2, 60.4.2.1.3, 60.4.2.1.4, 60.4.2.1.5, 60.4.2.1.6, 60.4.2.1.7, 60.4.2.1.8, and 60.4.2.1.10.1 were revised by a tentative interim amendment (TIA). See page 1.

60.4.2.1.2 Assembly Occupancies. The MAQ of hazardous materials per control area in assembly occupancies shall be as specified in Table 60.4.2.1.2. [400:5.2.1.2]

60.4.2.1.3 Educational Occupancies. The MAQ of hazardous materials per control area in educational occupancies shall be as specified in Table 60.4.2.1.3. [400:5.2.1.3]

60.4.2.1.4 Day-Care Occupancies. The MAQ of hazardous materials per control area in day-care occupancies shall be as specified in Table 60.4.2.1.4. [400:5.2.1.4]

3.3.156 Incidental Liquid Use or Storage. Use or storage as a subordinate activity to that which establishes the occupancy or area classification. [30, 2015]

3.3.157 Indicating Valve. See 3.3.268.1.

3.3.158 Initiating Device Circuit. A circuit to which automatic or manual initiating devices are connected where the signal received does not identify the individual device operated. [72, 2013]

3.3.159 Inside Liquid Storage Area. See 3.3.14.6.

3.3.160* ISO Module. An assembly of tanks or tubular cylinders permanently mounted in a frame conforming to International Organization for Standardization (ISO) requirements. [55, 2013]

3.3.161 Jurisdiction. A governmental unit or political division or a subdivision.

3.3.162 Limit.

3.3.162.1* Ceiling Limit. The maximum concentration of an airborne contaminant to which one can be exposed. [5000, 2015]

3.3.162.2* Permissible Exposure Limit (PEL). The maximum permitted 8-hour, time-weighted average concentration of an airborne contaminant. [55, 2013]

3.3.162.3* Short-Term Exposure Limit (STEL). The concentration to which it is believed that workers can be exposed continuously for a short period of time without suffering from irritation, chronic or irreversible tissue damage, or narcosis of a degree sufficient to increase the likelihood of accidental injury, impairment of self-rescue, or the material reduction of work efficiency, without exceeding the daily permissible exposure limit (PEL). [55, 2013]

3.3.163 Limited-Combustible (Material). See 4.5.10. [5000, 2015]

3.3.164 Liquid. A material that has a melting point that is equal to or less than 68°F (20°C) and a boiling point that is greater than 68°F (20°C) and 14.7 psia (101.3 kPa). When not otherwise identified, the term liquid shall mean both flammable and combustible liquids. [5000, 2015]

3.3.164.1 Combustible Liquid. Any liquid that has a closed-cup flash point at or above 100°F (37.8°C), as determined by the test procedures and apparatus set forth in Section 4.4 of NFPA 30, *Flammable and Combustible Liquids Code*. Combustible liquids are classified according to Section 4.3 of NFPA 30. [30, 2015]

3.3.164.2* Flammable Liquid. Any liquid that has a closed-cup flash point below 100°F (37.8°C), as determined by the test procedures and apparatus set forth in Section 4.4 of NFPA 30, *Flammable and Combustible Liquids Code*, and a Reid vapor pressure that does not exceed an absolute pressure of 40 psi (276 kPa) at 100°F (37.8°C), as determined by ASTM D 323, *Standard Test Method for Vapor Pressure of Petroleum Products (Reid Method)*. Flammable liquids are classified according to Section 4.3 of NFPA 30. [30, 2015]

3.3.164.3 Highly Volatile Liquid. A liquid with a boiling point of less than 68°F (20°C).

3.3.164.4 Stable Liquid. Any liquid not defined as unstable. [30, 2015]

3.3.165 Log. Felled tree from which all the branches have been removed.

3.3.166 Loose House. A separate detached building in which unbaled combustible fibers are stored.

3.3.167 Lumber. Wood from felled trees having a section produced by lengthwise sawing or chipping of logs or other solid wood of large dimensions and possible crosscutting and/or further machining to obtain a certain size and includes boards, dimension lumber, timber, and similar wood products.

3.3.168 Manual Emergency Shutoff Valve. A designated valve designed to shut off the flow of gases or liquids that is manually operated. [55, 2013]

3.3.169 Manual Fire Alarm Box. A manually operated device used to initiate a fire alarm signal. [72, 2013]

3.3.170 Manual Pull Station. See 3.3.169, Manual Fire Alarm Box.

3.3.171 Marine Terminal. A facility comprised of one or more berths, piers, wharves, loading and unloading areas, warehouses, and storage yards and used for transfer of people and/or cargo between waterborne and land transportation modes. [307, 2011]

3.3.172 Marine Vessel. A water craft or other artificial contrivance used as a means of transportation in or on the water.

3.3.173 Material.

3.3.173.1 Combustible (Material). See 3.3.56.

3.3.173.2 Compatible Material. A material that, when in contact with an oxidizer, will not react with the oxidizer or promote or initiate its decomposition.

3.3.173.3 Corrosive Material. A chemical that causes visible destruction of, or irreversible alterations in, living tissue by chemical action at the site of contact. [400, 2013]

3.3.173.4 Hazardous Material. A chemical or substance that is classified as a physical hazard material or a health hazard material, whether the chemical or substance is in usable or waste condition. (See also 3.3.173.6, *Health Hazard Material*, and 3.3.173.12, *Physical Hazard Material*.) [400, 2013]

3.3.173.5 Hazardous Production Material (HPM). A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating of 3 or 4 in health, flammability, instability, or water reactivity in accordance with NFPA 704 and that is used directly in research, laboratory, or production processes that have as their end product materials that are not hazardous. [5000, 2015]

3.3.173.6 Health Hazard Material. A chemical or substance classified as a toxic, highly toxic, or corrosive material in accordance with definitions set forth in this Code. [400, 2013]

3.3.173.7* Highly Toxic Material. A material that produces a lethal dose or lethal concentration that falls within any of following categories: (1) a chemical that has a median lethal dose (LD₅₀) of 50 mg/kg or less of body weight when administered orally to albino rats weighing between 200 g and 300 g each; (2) a chemical that has a median lethal dose (LD₅₀) of 200 mg/kg or less of body weight when administered by continuous contact for 24 hours, or less if



- (11) Potassium dichloro-s-triazinetriene (potassium dichloro-isocyanurate)
- (12) Sodium bromate
- (13) Sodium chlorate
- (14) Sodium chlorite (over 40 percent by weight)

G.3.5 Class 4 Oxidizers. The following are typical Class 4 oxidizers:

- (1) Ammonium perchlorate (particle size greater than 15 microns)
- (2) Ammonium permanganate
- (3) Guanidine nitrate
- (4) Hydrogen peroxide solutions (greater than 91 percent)
- (5) Tetranitromethane

Ammonium perchlorate less than 15 microns is classified as an explosive and, as such, is not covered by this code. (See NFPA 495.)

G.4 Safety Information on Oxidizers Used in Detergents.

G.4.1 Sodium Percarbonate. Sodium percarbonate (CAS 15630-89-4), or sodium carbonate perhydrate, is a solid adduct of hydrogen peroxide ($\text{Na}_2\text{CO}_3 \cdot 3/2\text{H}_2\text{O}_2$) used in detergent formulations. The active oxygen content of granular solid sodium percarbonate ranges from 12 to 14.5 percent. Granular particles are typically coated. Sodium percarbonate (99 percent) is a Class 1 oxidizer. Sodium percarbonate and sodium percarbonate-rich mixtures (>70 wt percent) are sensitive to gross contamination, heat, and reducing agents and are potentially explosive if mixed with organics. Sodium percarbonate and its formulated products have the propensity to undergo exothermic decomposition with the rapid release of oxygen, water as steam, and heat sufficient to ignite nearby combustible materials. The kinetics and decomposition reactions are complex. The self-accelerating decomposition temperature (SADT), the lowest ambient temperature at which self-accelerating decomposition can occur in a material in the packaging used for transportation, is reported to be 168°F (76°C) for 55 lb (25 kg) packages and 122°F (50°C) for 1 ton (1000 kg) bags. If improperly discarded or mixed with combustible trash, a fire can result.

G.5 Safety Information on Oxidizers Used in Swimming Pools.

G.5.1 Handling Swimming Pool Chemicals. Oxidizers and sanitizers for swimming pools are some of the most widely used, manufactured, and distributed oxidizers. Anyone handling or using swimming pool chemicals should be fully aware of proper storage and handling requirements, as well as emergency and first-aid procedures in case of an accident. Chlorinated pool chemicals are incompatible with many chemicals associated with pool care, including algaecides, pool conditioners (stabilizers), clarifiers, and other types of chlorine. It is essential to follow all storage and handling procedures to prevent conditions that might cause emergencies, such as a fire or explosion. This section includes specific information on pool oxidizers.

Calcium hypochlorite (cal hypo), lithium hypochlorite, and chlorinated isocyanurates (dichlor and trichlor) are not combustibles. They are oxidizers. Some oxidizers can cause the spontaneous ignition and increase the burning rate of combustible materials, including the majority of their packaging material. Some oxidizers decompose rapidly and undergo self-sustained decomposition, which can result in an intense

fire or explosion. The decomposition of dry chlorinated pool chemicals can also produce toxic and corrosive gases.

Because of the composition and properties of calcium hypochlorite, lithium hypochlorite, and chlorinated isocyanurates, special precautions are required to prevent contact and reaction with each other and other chemicals. Reactions will occur if they are physically mixed together.

Emergency responders should be aware of oxidizers being stored in their area of response, visit the facilities, and obtain copies of the SDS associated with the chemicals being stored. Knowledge of the facility and the chemicals being stored makes any response more efficient and effective.

Containers should be stored away from combustible or flammable products, and product packaging should be kept clean and free of all contamination, including other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry-powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, and so forth.

G.5.1.1 Calcium Hypochlorite. Calcium hypochlorite, commonly known as cal hypo, decomposes above 350°F (177°C). The decomposition will generate oxygen and heat, possibly resulting in a fire of great intensity if combustible materials are present. Direct-exposure fire could cause the materials to decompose, the container to erupt, and the fire to reach vastly higher levels of intensity. Decomposition leaves an inert residue consisting mainly of calcium chloride. Cal hypo (over 50 percent by weight) is classified as a Class 3 oxidizer. Cal hypo (50 percent or less by weight) is classified as a Class 2 oxidizer.

G.5.1.2 Lithium Hypochlorite. Lithium hypochlorite decomposes at 275°F (135°C), producing oxygen, lithium hydroxide, lithium chlorates, and hazardous gases. Contamination with moisture, organic matter, or other chemicals can start a chemical reaction that generates heat, hazardous gases, fire, and explosion. Lithium hypochlorite (available chlorine of 39 percent or less) is classified as a Class 1 oxidizer. Lithium hypochlorite (more than 39 percent available chlorine) is classified as a Class 2 oxidizer.

G.5.1.3 Sodium Dichloroisocyanurate. Sodium dichloroisocyanurate is commonly known as dichlor. It decomposes in the range of 428°F to 482°F (220°C to 250°C) and can generate enough heat to ignite items such as paper and wood. Dichlors will sustain thermal decomposition above 428°F (220°C), even in the absence of oxygen. Decomposition results in a yellow or brown porous inert residue. Anhydrous dichlor is classified as a Class 2 oxidizer in accordance with testing criteria found in G.1.2. Dichlor dihydrate is classified by NFPA as a Class 1 oxidizer.

G.5.1.4 Trichloroisocyanuric Acid. Trichloroisocyanuric acid is commonly known as trichlor. It decomposes in the range of 428°F to 482°F (220°C to 250°C). Decomposition of trichlor requires a continuous source of heat. Once the heat source is removed, trichlor will not continue to decompose. Partial decomposition leaves a yellow or brown residue. Complete decomposition leaves only traces of residue. Trichlor is classified by NFPA as a Class 1 oxidizer.

G.5.1.5 Sodium Hypochlorite. Sodium hypochlorite (7681-52-9) solutions are not classified as oxidizers by NFPA. Sodium hypochlorite is manufactured by reacting chlorine with dilute sodium hydroxide solution. Solutions are generally formulated in the range of 3–20 percent sodium hypochlorite by weight. The balance of the solution consists of water, sodium chloride, and sodium hydroxide. Depending upon the re-



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sidual quantity of sodium hydroxide in the finished product, it is classified as an irritant material or a corrosive material as those terms are defined in OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Generally speaking, solutions with less than 1 percent residual caustic are irritants, while solutions containing more than 1 percent residual caustic are classified as corrosives. Total evaporation of sodium hypochlorite solutions yields water and sodium chloride. Unlike calcium hypochlorite, sodium hypochlorite does not exist outside of solution. Sodium hypochlorite solutions do not readily yield oxygen or other oxidizing gases and do not initiate or promote combustion of combustible materials. The major decomposition pathway of hypochlorite ion evolves chlorite ion which combines with additional hypochlorite ion to form chlorates, which in turn form chlorides. The formation of oxygen from decomposing hypochlorite ion is a very slow side reaction, although the rate can increase with exposure to transition metals. Other oxidizing gases, for example, chlorine, are not evolved in the decomposition.

G.5.2 Specific Response Information for Chlorinated Isocyanurates (Dichlor, Trichlor). It is necessary for emergency responders to be aware of the properties of chlorinated isocyanurates (dichlor, trichlor) that can create hazardous conditions. The reaction of these chemicals or mixtures containing these chemicals with other materials can lead to the generation of hazardous gases and fire.

When stored correctly and not exposed to other materials, these chemicals are safe to transport, store, handle, and use. However, in emergencies, conditions can occur that will cause containers to rupture and material to spill or become contaminated. It is important that correct actions be taken quickly in response to these conditions.

The best approach to dealing with the reactivity of these chemicals is to assume that they will react with anything they contact. Some of the reactions, particularly those with fuels (kerosene, diesel oil, etc.) and some other organic materials, are very fast and violent. Others take some time to happen. An example of this is when spilled material is placed in a dumpster with no apparent reaction. Hours later, a fire occurs because of a slow reaction with other material.

Other oxidizers, particularly cal hypo, also react with chlorinated isocyanurates. Wet mixtures of chlorinated isocyanurates and calcium hypochlorite react vigorously, releasing large volumes of chlorine (Cl_2) gas.

The following suggested actions and precautions should be taken during an emergency where chlorinated isocyanurates are present:

- (1) Emergency responders need to know their capabilities and limitations. If you are not completely sure that you can deal effectively with an emergency, get help from other responders or the manufacturer of the chemical. Contact chemical manufacturers directly or through Chemtrec® at 800-424-9300.
- (2) During an emergency, only allow necessary personnel in the affected area.
- (3) Because hazardous gases might be present, be sure to have self-contained breathing apparatus (SCBA) available and wear when necessary. Other personal protective equipment might also be necessary to use.
- (4) Do not flush these chemicals or otherwise allow them to go into waterways or sewers without clearance from the appropriate officials.

- (5) If there is any sign of a reaction taking place, cordon off and do not approach the area until a complete assessment has taken place.
- (6) Breached containers of chlorinated isocyanurate products that become wet can generate nitrogen trichloride (NCl_3), a potential explosion hazard in confined environments. Contact the manufacturer for detailed instructions when handling wet chlorinated isocyanurate products. Do not repack a wet product.
- (7) Do not put spilled material back into its original container or any trash receptacle.
- (8) Read the SDS and product label for additional safety information.

Chlorinated isocyanurate products should be stored in sealed original containers in a cool, dry, well-ventilated area. If the product has been contaminated, decomposition can occur. Signs of decomposition are heat product discoloration, gas formation, or package degradation. (See G.7 for additional information.)

G.5.3 Specific Response Information for Calcium Hypochlorite. It is necessary for emergency responders to be aware of the properties of calcium hypochlorite that can create hazardous conditions. The reactions of calcium hypochlorite or mixtures containing calcium hypochlorite with other materials can lead to fire and hazardous gases. When stored correctly and not exposed to other materials, these chemicals are safe to transport, store, handle, and use. However, in emergencies, conditions can occur that will cause containers to rupture and material to spill or become contaminated. It is important that correct actions be taken quickly in response to these conditions.

In its initial stage, the decomposition of calcium hypochlorite [$\text{Ca}(\text{OCl})_2$] proceeds to calcium chloride and oxygen and calcium chlorate. This reaction is an exothermic reaction, which can produce sufficient heat to decompose the product and ignite surrounding materials. Thermal runaway reaction does not occur as long as material is at equilibrium, where the heat generated is equal to the heat lost to the surroundings. A secondary reaction can give off chlorine gas.

Other oxidizers, particularly chlorinated isocyanurates, also react with calcium hypochlorite. Wet mixtures of calcium hypochlorite and chlorinated isocyanurates react vigorously, releasing large volumes of chlorine (Cl_2) gas.

The following suggested actions and precautions should be taken during an emergency where calcium hypochlorite is present:

- (1) Emergency responders need to know their capabilities and limitations. If you are not completely sure that you can deal effectively with an emergency, get help from other responders or the manufacturer of the chemical. Contact chemical manufacturers directly or through Chemtrec® at 800-424-9300.
- (2) During an emergency, allow only necessary personnel in the affected area.
- (3) Because hazardous gases might be present, be sure to have self-contained breathing apparatus (SCBA) available and wear when necessary. Other personal protective equipment might also be necessary to use.
- (4) Do not flush these chemicals or otherwise allow them to go into waterways or sewers without clearance from the appropriate officials.

3.3.53.4 Plumbing Code. The plumbing code referenced in Section 2.2.

3.3.54 Cold Deck. A single ranked pile of logs with individual logs of regular or irregular length usually 20 ft to 50 ft (6.1 m to 15.2 m) long, but greater than 8 ft (2.4 m) long.

3.3.55 Column (Paper). A single vertical stack of rolls of paper.

3.3.56 Combustible (Material). A material that, in the form in which it is used and under the conditions anticipated, will ignite and burn; a material that does not meet the definition of noncombustible or limited-combustible. [101, 2015]

3.3.57* Combustible Dust. A finely divided combustible particulate solid that presents a flash fire hazard or explosion hazard when suspended in air or the process-specific oxidizing medium over a range of concentrations. [654, 2013]

3.3.58* Combustible Fiber. Any material in a fibrous or shredded form that readily ignites when heat sources are present.

3.3.59 Combustible Liquid. See 3.3.164.1.

3.3.60 Combustible Particulate Solid. See 3.3.236.1.

3.3.61 Combustible Refuse. All combustible or loose rubbish, litter, or waste materials generated by an occupancy that are refused, rejected, or considered worthless and are disposed of by incineration on the premises where generated or periodically transported from the premises.

3.3.62* Combustible Waste. Combustible or loose waste material that is generated by an establishment or process and, if salvageable, is retained for scrap or reprocessing on the premises where generated or transported to a plant for processing.

3.3.63 Combustion. A chemical process of oxidation that occurs at a rate fast enough to produce heat and usually light in the form of either a glow or flame.

3.3.64 Commodity. The combination of products, packing material, and container that determines commodity classification. [13, 2013]

3.3.65* Common Path of Travel. The portion of exit access that must be traversed before two separate and distinct paths of travel to two exits are available. [101, 2015]

3.3.66 Compartment.

3.3.66.1* Fire Compartment. A space within a building that is enclosed by fire barriers on all sides, including the top and bottom. [101, 2015]

3.3.66.2* Smoke Compartment. A space within a building enclosed by smoke barriers on all sides, including the top and bottom. [101, 2015]

3.3.67 Condition, Existing. See 3.3.101.

3.3.68 Construction Documents. Documents that consist of scaled design drawings and specifications for the purpose of construction of new facilities or modification to existing facilities. (See also 3.3.227, *Shop Drawings*.)

3.3.69 Container. A vessel, including cylinders, tanks, portable tanks, and cargo tanks, used for transporting or storing materials.

3.3.69.1 ASME Container. A container constructed in accordance with the ASME Code. [58, 2014]

3.3.69.2 Closed Container. A container as herein defined, so sealed by means of a lid or other device that neither

liquid nor vapor will escape from it at ordinary temperatures. [30, 2015]

3.3.69.3 Compressed Gas Container. A pressure vessel designed to hold compressed gas at an absolute pressure greater than 1 atmosphere at 68°F (20°C) that includes cylinders, containers, and tanks. [55, 2013]

3.3.69.4* Container (Flammable or Combustible Liquid). Any vessel of 119 gal (450 L) or less capacity used for transporting or storing liquids. [30, 2015]

3.3.69.5 Cryogenic Fluids Container. A cryogenic vessel used for transportation, handling, or storage.

3.3.69.6 Intermediate Bulk Container. Any closed vessel having a liquid capacity not exceeding 3000 L (793 gal) and intended for storing and transporting liquids, as defined in Title 49, Code of Federal Regulations, Parts 100 through 199 or in Part 6 of the United Nations *Recommendations on the Transport of Dangerous Goods*. [30, 2015]

3.3.69.7 [LP-Gas] Container. Any vessel, including cylinders, tanks, portable tanks, and cargo tanks, used for the transporting or storing of LP-Gases. [58, 2014]

3.3.70 Control Area. See 3.3.14.2.

3.3.71* Conventional Pallets. A material-handling aid designed to support a unit load with openings to provide access for material-handling devices. (See *Figure A.3.3.71*.) [13, 2013]

3.3.72 Cooking Fire. The noncommercial, residential burning of materials not exceeding 3 ft (0.9 m) in diameter and 2 ft (0.6 m) in height, other than rubbish in which the fuel burned is contained in an outdoor fireplace, a barbecue grill, or a barbecue pit for the purpose of preparing food.

3.3.73 Cordwood. Logs 8 ft (2.4 m) or less in length customarily intended for pulpwood or fuel uses.

3.3.74 Core. The central tube around which paper is wound to form a roll. [13, 2013]

3.3.75* Corrosive Material. See 3.3.173.3.

3.3.76 Crude Petroleum. Hydrocarbon mixtures that have a flash point below 150°F (65.6°C) and that have not been processed in a refinery. [30, 2015]

3.3.77 Cryogenic Fluid. A fluid with a boiling point lower than -130°F (-90°C) at an absolute pressure of 14.7 psi (101.3 kPa). [55, 2013]

3.3.77.1 Flammable Cryogenic Fluid. A cryogenic fluid that forms flammable mixtures in air when in its vapor state. [55, 2013]

3.3.77.2 Inert Cryogenic Fluid. A cryogenic fluid that vaporizes to produce an inert gas when in its vapor state. [55, 2013]

3.3.77.3 Oxidizing Cryogenic Fluid. An oxidizing gas in the cryogenic state. [55, 2013]

3.3.78* Cultural Resource Properties. Buildings, structures, or sites, or portions thereof, that are culturally significant, or that house culturally significant collections. [914, 2010]

3.3.79 Cylinder. A pressure vessel designed for absolute pressures higher than 40 psi (276 kPa) and having a circular cross-section. It does not include a portable tank, multiunit-tank car tank, cargo tank, or tank car. [55, 2013]



death occurs within 24 hours, with the bare skin of albino rabbits weighing between 2 kg and 3 kg each or albino rats weighing 200 g to 300 g each; (3) a chemical that has a median lethal concentration (LC_{50}) in air of 200 parts per million by volume or less of gas or vapor, or 2 mg/L or less of mist, fume, or dust, when administered by continuous inhalation for 1 hour, or less if death occurs within 1 hour, to albino rats weighing between 200 g and 300 g each. [400, 2013]

3.3.173.8 Hogged Material. See 3.3.150.

3.3.173.9* Incompatible Material. Materials that, when in contact with each other, have the potential to react in a manner that generates heat, fumes, gases or by-products that are hazardous to life or property. [400, 2013]

3.3.173.10 Limited-Combustible Material. See 4.5.10. [5000, 2015]

3.3.173.11 Noncombustible Material. See 4.5.9. [5000, 2015]

3.3.173.12 Physical Hazard Material. A chemical or substance classified as a combustible liquid, explosive, flammable cryogen, flammable gas, flammable liquid, flammable solid, organic peroxide, oxidizer, oxidizing cryogen, pyrophoric, unstable (reactive), or water-reactive material. [400, 2013]

3.3.173.13 Pyrophoric Material. A chemical with an auto-ignition temperature in air at or below 130°F (54.4°C). [400, 2013]

3.3.173.14* Toxic Material. A material that produces a lethal dose or a lethal concentration within any of the following categories: (1) a chemical or substance that has a median lethal dose (LD_{50}) of more than 50 mg/kg but not more than 500 mg/kg of body weight when administered orally to albino rats weighing between 200 g and 300 g each; (2) a chemical or substance that has a median lethal dose (LD_{50}) of more than 200 mg/kg but not more than 1000 mg/kg of body weight when administered by continuous contact for 24 hours, or less if death occurs within 24 hours, with the bare skin of albino rabbits weighing between 2 kg and 3 kg each; (3) a chemical or substance that has a median lethal concentration (LC_{50}) in air of more than 200 parts per million but not more than 2000 parts per million by volume of gas or vapor, or more than 2 mg/L but not more than 20 mg/L, of mist, fume, or dust when administered by continuous inhalation for 1 hour, or less if death occurs within 1 hour, to albino rats weighing between 200 g and 300 g each. [400, 2013]

3.3.173.15* Unstable (Reactive) Material. A material that, in the pure state or as commercially produced, will vigorously polymerize, decompose or condense, become self-reactive, or otherwise undergo a violent chemical change under conditions of shock, pressure, or temperature. [400, 2013]

3.3.173.16* Water-Reactive Material. A material that explodes, violently reacts, produces flammable, toxic, or other hazardous gases; or evolves enough heat to cause self-ignition or ignition of nearby combustibles upon exposure to water or moisture. [400, 2013]

3.3.174 Material Safety Data Sheet (MSDS). Written or printed material concerning a hazardous material that is pre-

pared in accordance with the provisions of OSHA 29 CFR 1910.1200.

3.3.175* Maximum Allowable Quantity (MAQ). The quantity of hazardous material permitted in a control area.

3.3.176* Means of Egress. A continuous and unobstructed way of travel from any point in a building or structure to a public way consisting of three separate and distinct parts: (1) the exit access, (2) the exit, and (3) the exit discharge. [101, 2015]

3.3.177 Means of Escape. A way out of a building or structure that does not conform to the strict definition of means of egress but does provide an alternate way out. [101, 2015]

3.3.178 Mezzanine. An intermediate level between the floor and the ceiling of any room or space. [101, 2015]

3.3.179* Mobile Supply Unit. Any supply source that is equipped with wheels so it is able to be moved around. [55, 2013]

3.3.180 Motor Vehicle Fluid. A fluid that is a flammable, combustible, or hazardous material, such as crankcase fluids, fuel, brake fluids, transmission fluids, radiator fluids, and gear oil.

3.3.181 Nesting. A method of securing cylinders upright in a tight mass using a contiguous three-point contact system whereby all cylinders in a group have a minimum of three contact points with other cylinders or a solid support structure (e.g., a wall or railing). [55, 2013]

3.3.182* Normal Temperature and Pressure (NTP). A temperature of 70°F (21°C) at an absolute pressure of 14.7 psi (101.3 kPa). [55, 2013]

3.3.183 Occupancy. The purpose for which a building or other structure, or part thereof, is used or intended to be used. [ASCE/SEI 7:1.2]

3.3.183.1* Ambulatory Health Care Occupancy. An occupancy used to provide services or treatment simultaneously to four or more patients that provides, on an outpatient basis, one or more of the following: (1) treatment for patients that renders the patients incapable of taking action for self-preservation under emergency conditions without the assistance of others; (2) anesthesia that renders the patients incapable of taking action for self-preservation under emergency conditions without the assistance of others; (3) emergency or urgent care for patients who, due to the nature of their injury or illness, are incapable of taking action for self-preservation under emergency conditions without the assistance of others [101, 2015]

3.3.183.2* Apartment Building. A building or portion thereof containing three or more dwelling units with independent cooking and bathroom facilities. [101, 2015]

3.3.183.3* Assembly Occupancy. An occupancy (1) used for a gathering of 50 or more persons for deliberation, worship, entertainment, eating, drinking, amusement, awaiting transportation, or similar uses; or (2) used as a special amusement building, regardless of occupant load. [101, 2015]

3.3.183.4 Bulk Merchandising Retail Building. A building in which the sales area includes the storage of combustible materials on pallets, in solid piles, or in racks in excess of 12 ft (3660 mm) in storage height. [101, 2015]

PRINCIPALS

Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES

John J. Mitchell, P.E.
Christopher J. Williams, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.

August 3, 2016

VIA E-MAIL

Pat Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619**RE: Riviera Beach Manufacturing Facility Traffic Analysis
McMahon Project No. M16470.01**

Dear Mr. Allman:

McMahon Associates, Inc. (McMahon) has completed a traffic analysis for the development of a parcel of land located at 1500 Dr. Martin Luther King Jr. Boulevard, in the City of Riviera Beach. The site is currently vacant. The proposed development will include a manufacturing facility. The proposed manufacturing building size will be 912 square feet. The following is traffic information in support of a driveway permit application with the Florida Department of Transportation (FDOT).

Project Description

I understand that a manufacturing use is proposed on the site. The site plan includes a single driveway along SR 710/Martin Luther King Jr Boulevard. The driveway will be located approximately 150 feet west of the CSX railroad tracks that are adjacent to the east property line of the site. The driveway will provide right turn in and right turn out access only. As indicated by the Client, the site will be operated by eight (8) trucks, making deliveries throughout the day. Each truck will make its initial delivery leaving the site at 5:00 AM. Each truck will make approximately two (2) deliveries each day.

Trip Generation Analysis

Trip generation estimates were developed for the proposed land use based on rates and/or equations from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. **Table 1** summarizes the daily, AM peak hour trips, and PM peak hour trips for the 912 square foot manufacturing use. These results are less than anticipated for the site.

Therefore, we have prepared a trip generation analysis based on the expected operations of the site. Accordingly, **Table 2** assumes eight (8) trucks per day, making two (2) deliveries each. In addition, we have included two (2) trips per day for the drivers to arrive and depart the facility. This translates to

six (6) trips per day for each truck. Understanding most trips will occur during non-peak hours, including half of the trips occurring before 6:00 AM, this analysis conservatively assumes 10 percent of the daily trip during each of the AM and PM peak hours. This analysis results in 48 total daily trips, five (5) AM peak hour trips, and five (5) PM peak hour trips.

TABLE 1
TRIP GENERATION ANALYSIS - BASED ON ITE RATES
ODYSSEY MANUFACTURING FACILITY TRAFFIC ANALYSIS

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
Manufacturing	140	912 SF	T = 3.82 (X)	50%	50%	2	1	3
AM PEAK HOUR								
Manufacturing	140	912 SF	T = 0.73 (X)	78%	22%	1	0	1
PM PEAK HOUR								
Manufacturing	140	912 SF	T = 0.73 (X)	36%	64%	0	1	1

(1) Source: ITE Trip Generation Manual, 9th Edition

TABLE 2
TRIP GENERATION ANALYSIS - BASED ON PLANNED OPERATIONS
ODYSSEY MANUFACTURING FACILITY TRAFFIC ANALYSIS

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
Manufacturing	140	8 Trucks	6.00	50%	50%	24	24	48
AM PEAK HOUR								
Manufacturing	140	8 Trucks	0.60	50%	50%	3	2	5
PM PEAK HOUR								
Manufacturing	140	8 Trucks	0.60	50%	50%	3	2	5

(1) Source: Owner operations

Project Access Evaluation

Based on the trip generation analysis, no more than five (5) trips per hour are anticipated to be generated by the site during the peak hours. This will have an insignificant impact on SR-710. Also, because the proposed driveway is upstream of the CSX railroad tracks, there will be no traffic impacts relative to the railroad tracks.

Other Explored Access Opportunities

The property is land-locked on all sides except for the north property line along SR-710. I understand that the Client has spoken to the property owner who borders the property to the southwest. That property owner is unwilling to grant access easements.

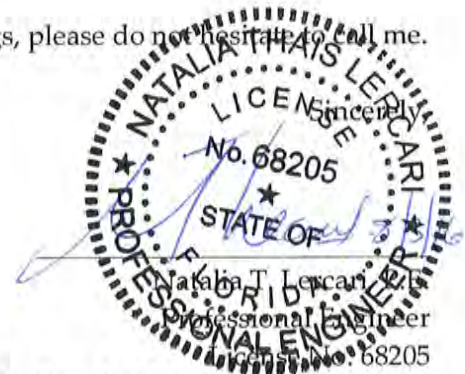
Multi-modal Facility

The multimodal nature of the operations is an important factor providing a positive transportation impact. Based on the operation plan, the materials used for manufacturing will be delivered to the site by freight rail (CSX).

Conclusion

Based on the operation plan and the analysis contained herein, the proposed manufacturing development minimizes vehicular traffic impacts. Furthermore, the traffic impacts that will be created will be insignificant to both the roadway and adjacent railroad.

Should you have any questions or comments regarding these findings, please do not hesitate to call me.



State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908

RTE/amp

For Staff Use Only

City of Riviera Beach Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	Date:	Case Number:
	Project Title:	
	Fee Paid:	Notices Mailed:
	1 st Hearing:	2 nd Hearing:
	Publication Dates (if required)	

RECEIVED

SEP 19 2016

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)

Complete appropriate sections of Application and sign.

COMMUNITY DEVELOPMENT
DEPARTMENT

APPLICANT	Name of Property Owner(s):	Trademark Metals Recycling LLC		
	Mailing Address:	Corporation Trust CO C/O 1209 Orange St Wilmington DE 19801		
	Property Address:	Unaddressed		
	Name of Applicant (if other than owner):	Odyssey Manufacturing Co		
	Home: (813) 335-3444	Work: (813) 635-0339	Fax: ()	
	E-mail Address:	pallman@odysseymanufacturing.com		

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY	Future Land Use Map Designation:	Industrial	Current Zoning Classification:	IG
	Square footage of site:	390,557	Property Control Number (PCN):	56-43-42-32-43-001-0000
	Type and gross area of any existing non residential uses on site:	None		
	Gross area of any proposed structure:	12,162 sf		
	Is there a current or recent use of the property that is/was in violation of City Ordinance?	[] Yes [X] No		
	If yes, please describe:			
	Have there been any land use applications concerning all or part of this property in the last 18 months?	[] Yes [X] No		
	If yes, indicate date, nature and applicant's name:			
	Briefly describe use of adjoining property:	North: SR 710 Right of way		
		South: Railroad		
	East: Railroad			
	West: Residential/Industrial			

REZONE	Requested Zoning Classification:	Rezoning is not requested		
	Is the requested zoning classification contiguous with existing?			
	Is a Special Exception necessary for your intended use?	[] Yes [] No		
	Is a Variance necessary for your intended use?	[] Yes [] No		

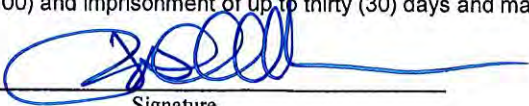
FUTURE LAND USE	Existing Use: Vacant	Proposed Use: Industrial
	Land Use Designation: Industrial	Requested Land Use: Industrial
	Adjacent Land Uses: North: ROW	South: Railroad
	East: Railroad	West: Residential/Industrial
Size of Property Requesting Land Use Change: Land use change is not requested		

SPECIAL EXCEPTION	Describe the intended use requiring a Special Exception: Warehouse and Storage use
	Provide specific LDR ordinance section number and page number: City Municipal Code 31-61, 31-62
	How does intended use meet the standards in the Land Development Code? Intended use as distribution facility is a permitted use under Section 31-382
	Demonstrate that proposed location and site is appropriate for requested use: Proposed location is zoned for Industrial General ("IG")
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods: See attached Site Drawings
	Demonstrate any landscaping techniques to visually screen use from adjacent uses: See attached Site Drawings and Landscape Drawings
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use: Operations will be conducted on the south and east sides of the property adjacent to railroad right of way areas and away from neighbors to the west
	Demonstrate how utilities and other service requirements of the use can be met: See attached Utility Drawings
	Demonstrate how the impact of traffic generated will be handled: On-site:
	Off-Site:
Other: See attached Engineering Traffic Study	

VARIANCE	Describe the Variance sought: None requested
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN	Describe proposed development: Bleach Distribution Facility (Phase I & II); Aggregate Handling & Storage (Phase III)
	Demonstrate that proposed use is appropriate to site: Project is in accordance with regulations and zoning conditions
	Demonstrate how drainage and paving requirement will be met: Drainage will be collected through inlets and storm drains. Runoff will be directed to a dry retention pond.
	Demonstrate any landscaping techniques to visually screen use from adjacent uses: Landscaping is proposed along the northern and western property boundaries for screening.
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use: The site plan shows substantial separation b/w the planned improvements and residential areas.
	Demonstrate how utilities and other service requirements of the use can be met: Utilities can be provided by City of Riviera Beach
	Demonstrate how the impact of traffic generated will be handled: Please see letter addressing traffic. On-site: Off-site:

OTHER	<u>COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:</u>
	<ul style="list-style-type: none"> • Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit. • Antenna manufacture cut sheets including antenna size and shape. • Zoning map of area with site clearly marked. • Photos of existing building or tower and surrounding uses. • Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional. • Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop. • Letter of structural capacity and building code compliance. • Notes on plan or letter demonstrating floor area coverage not in excess of restrictions • Provide Photo Enhancements of proposal. • Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

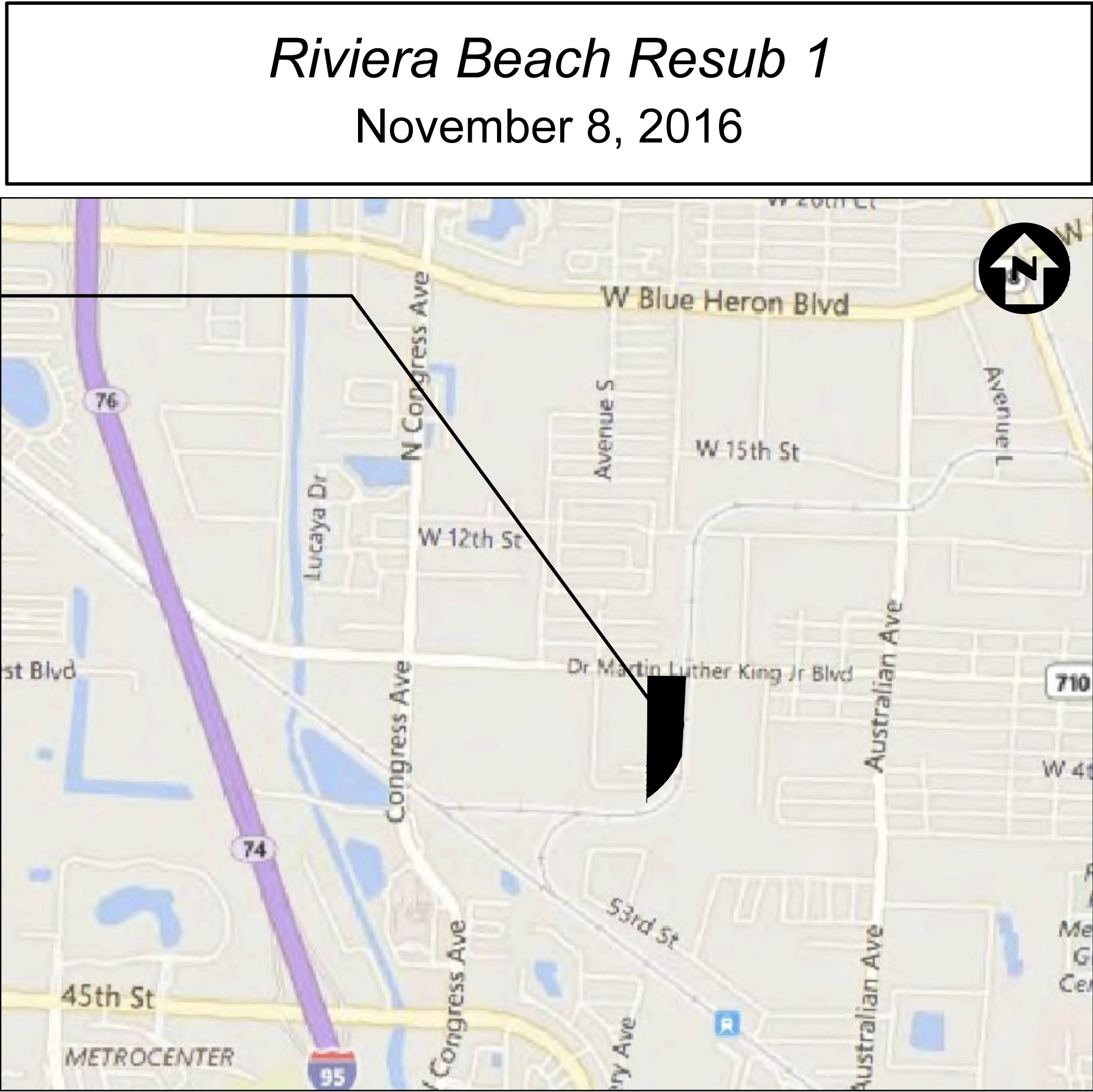
Confirmation of Information Accuracy	
<p>I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars (\$500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.</p>	
 _____ Signature	9.17.16 _____ Date

ODYSSEY MANUFACTURING CO.

DISTRIBUTION FACILITY

SITE CONSTRUCTION PLANS

PROJECT LOCATION
Parcel No: 56434232430010000
56434232430030000
56434232430040000



VICINITY MAP
PALM BEACH COUNTY, FLORIDA
Section 32, Township 42S, Range 43E

OWNER
ODYSSEY MANUFACTURING CO.
1484 MASSARO BLVD
TAMPA, FL 33619
813-635-0339

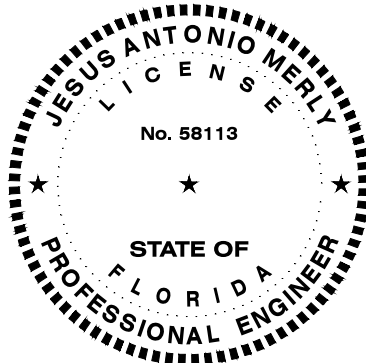
DRAWING INDEX
(TOTAL NUMBER OF SHEETS = 8)

- GENERAL
G-1 Cover Sheet
G-2 Construction Specifications, Legend & Symbology
G-3 Existing Conditions/Demolition Plan
- CIVIL
C-1 Master Site Plan
C-2 Paving, Grading and Drainage Plan
C-3 Utility Plan
- DETAILS
CD-1 Paving, Grading and Drainage Details
CD-2 Paving, Grading and Drainage Details
- REFERENCE
Boundary and Topographical Survey (not signed and sealed)
- LANDSCAPE
Landscape plans provided separately
- BUILDING PLANS
Building plans provided separately
- REFERENCE (FDOT Design Standard Indexes)
001 - Standard Abbreviations
102 - Temporary Erosion and Sediment Control
200 - Structure Bottoms Type J and P
232 - Ditch Bottom Inlets - Types C, D, E And H
802 - Fence Type B

11/8/16	RIVIERA BEACH RESUB 1
DATE	REVISION

DISTRIBUTION FACILITY

Engineer of Record:
Jesus A. Merly, PE FL Reg No. 58113



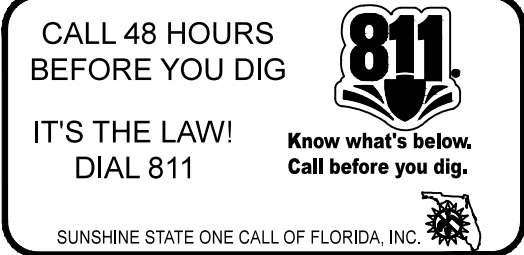
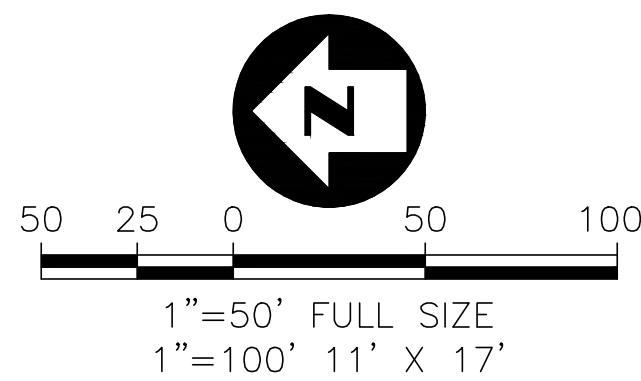
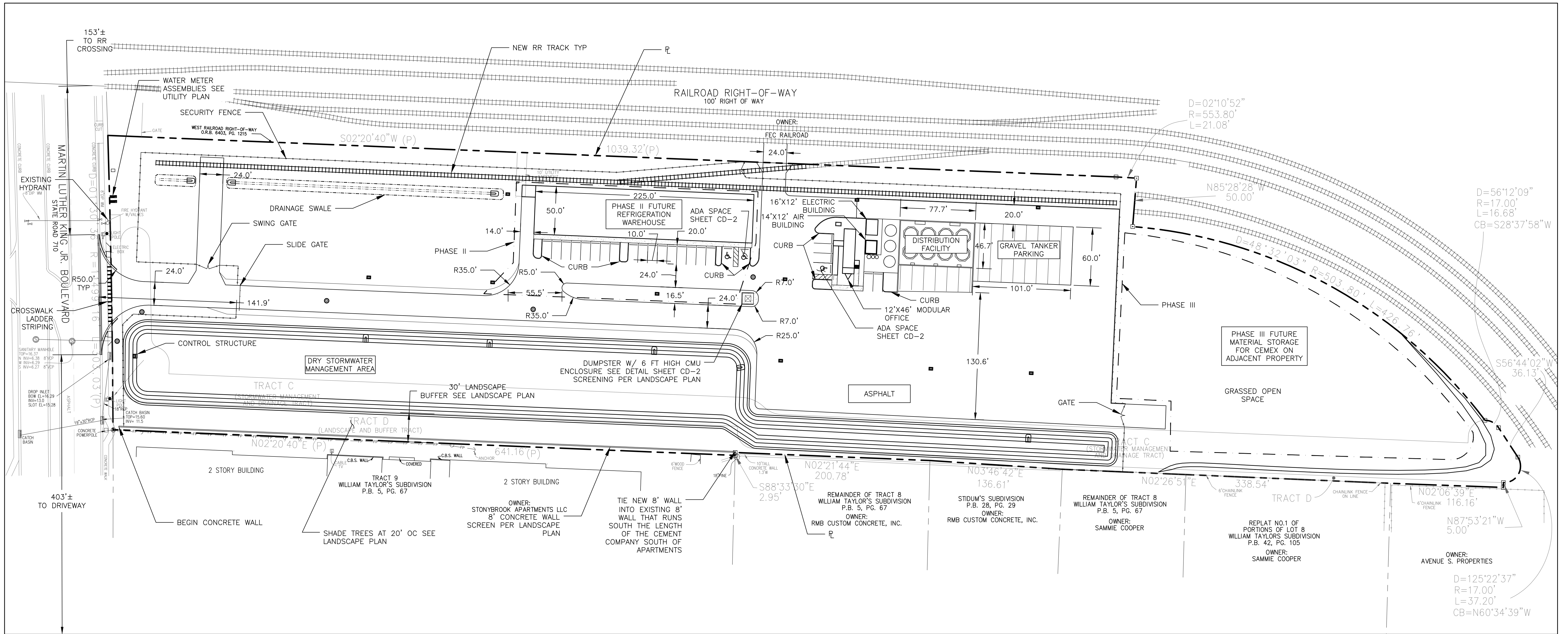
LEGAL DESCRIPTION
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN
PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA.



5M Civil LLC

Professional Civil Engineering Services

12315 Wycliff Pl
Tampa, FL 33626
PHONE: (813) 404-8872
www.5mcivil.com
FBPR Certificate of Authorization No: 26,929



NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT

GENERAL NOTES

- THE LEGAL DESCRIPTION IS PROVIDED THROUGH RECORDED DEEDS OF PURCHASE.
- EXISTING FEATURES AND TREES ARE SHOWN PER A FIELD SURVEY PERFORMED BY LIDBERG LAND SURVEYING, INC. FIELD DATE OF JUNE 21, 2016.
- MECHANICAL EQUIPMENT SHALL BE SCREENED PER CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE.
- THE PROJECT WILL COMPLY WITH CPTD REGULATIONS.
 - Natural Surveillance Strategy. Well lit parking areas.
 - Natural Access Control Strategy. Well lit interior/exterior spaces.
 - Territorial Reinforcement Strategy. Security system signage.

SITE PLAN DATA

- LEGAL DESCRIPTION**
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, FILED IN PLAT BOOK 105, PAGES 193 THROUGH 195, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

- BUILDING DATA**
PROPOSED BUILDING AREA = 12,162 SF
PROPOSED BLDG HEIGHT = 15±

3. ZONING DATA

PARCEL NO: 56-43-42-32-43-001-0000
ZONE: IG

4. FLOOD DATA

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982

5. PARKING DATA

MANUFACTURING 1 SP/500 SF GFA
PHASE 1 = 912 SF
REQUIRED = 912/500 = 2 SP (1 ADA)
PROVIDED = 6 SP (1 ADA)
PHASE II (TOTAL BUILDOUT)
PHASE II = 12162 SF
REQUIRED = 12162/500 = 24.3 SP
PROVIDED = 25 SP (3 ADA)

6. EXISTING LAND USE DATA

PAVEMENT AND CONCRETE = 0 SF
BUILDINGS = 0 SF
OPEN SPACE = 390,577 SF
TOTAL = 390,577 SF = 8.97 AC

7. PLANNED LAND USE DATA

PAVEMENT AND CONCRETE = 141,000 SF
BUILDINGS = 12,162 SF

8. UTILITY DATA

POTABLE: CITY OF RIVIERA BEACH - consists of 2" and 6" service lines with meters and backflow preventors just inside property line.

SANITARY: CITY OF RIVIERA BEACH - consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

FIRE: Existing hydrant at roadway and private hydrant within facility.

SOLID WASTE: Planned dumpster


ELECTRIC: FP&L overhead electric west side of property line/Underground electric service from west side of property to 350 KVA pad-mount transformer.

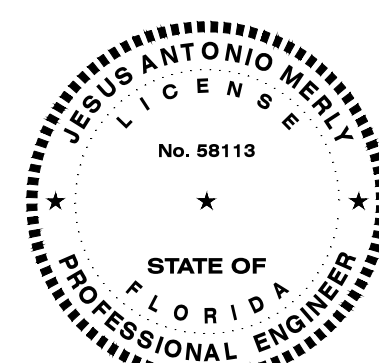
- NO LANDSCAPING ON MLK JR ROADWAY ON NE CORNER OF PROPERTY TO ALLOW ROAD VISIBILITY FOR RAILROAD AT ROAD CROSSING.

- ALL NON ADA PARKING SPACES ARE 10'X20'.
CROSS AISLE IS 24' MINIMUM

11. FENCING/WALL

- 8' tall decorative fencing on the north side of the property and other areas where the fencing is visible from the roadway. Decorative fencing will consist of climb resistant 6063-T6 black anodized aluminum material.
- 6' chained link fence with black vinyl coating w/2 ft barbed bent in on the east and south sides of the property where the fencing is not visible from the roadway.
- 8' wall shall be installed on the west side of the property to tie into existing wall on the west side of the property as shown herein.

B	RIVIERA BEACH RESUB 1	JAM	11/8/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
 5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com			
FBPR Certificate of Authorization No.: 26929			

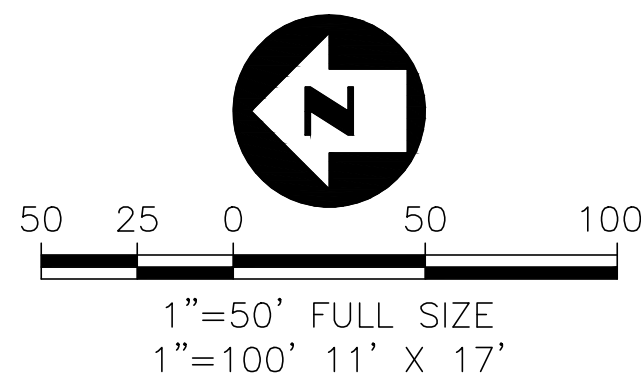
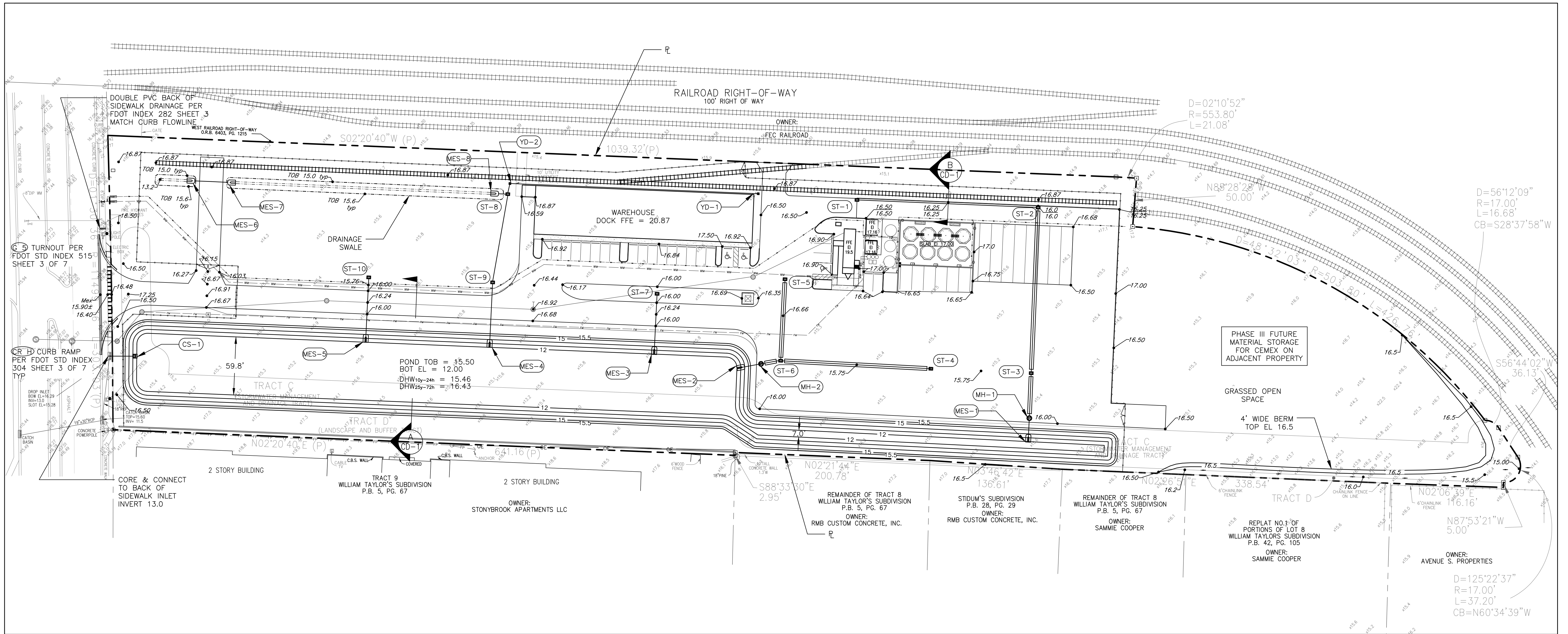


MASTER SITE PLAN

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

C-1



NOTE: NO WETLAND IMPACTS ASSOCIATED WITH THIS PROJECT

PAVING, GRADING AND DRAINAGE NOTES:

- UNLESS DESIGNATED OTHERWISE ALL CURB SHOWN SHALL BE TYPE D PER FDOT STD INDEX 300.
- UNLESS DESIGNATED OTHERWISE ALL SPOT ELEVATIONS REFERENCE FINISHED PAVT ELEVATIONS. BACK OF CURB ELEVATIONS SHALL BE EQUAL TO THE FINISHED PAVEMENT ELEVATION PLUS THE HEIGHT OF THE PLANNED CURB (6").
- DETECTABLE WARNING SURFACE (DWS) SHALL CONSIST OF RAISED TRUNCATED DOMES IN ACCORDANCE WITH FDOT DESIGN STANDARD INDEX 304. THE DWS SYSTEM SHALL CONSIST OF VANGUARD EPOXY SYSTEM, OR SIMILAR PRODUCT ON THE FDOT QUALIFIED PRODUCT LIST FOR SPECIFICATION SECTION 527. COLOR SHALL BE RED.
- CENTER OF CONCRETE BUMPER GUARD (WHEEL STOP) SHALL BE SET 30" FROM END OF PARKING STALL.
- THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982.
- YARD DRAINS SHALL HAVE HEAVY DUTY DROP IN GRATES. DRAINS SHALL HAVE 6" DIAMETER WEEP HOLE IN THE BOTTOM.
- UNLESS OTHERWISE NOTED CONSTRUCT SIDEWALK IN ACCORDANCE WITH FDOT STD INDEX 310

STORM DRAINAGE STRUCTURE SCHEDULE							
STRUCTURE	TYPE	INV (N)	INV (S)	INV (W)	INV (E)	RIM OR GRT EL	DOWNSTREAM PIPE
ST-1	TYPE C DBI FDOT STD INDEX 232	---	12.35	---	---	16.00	15" PERF HDPE W/ SOCK
ST-2	TYPE C DBI FDOT STD INDEX 232	12.25	---	12.25	---	16.00	15" French Drain
ST-3	TYPE C DBI FDOT STD INDEX 232	---	---	12.00	12.00	15.50	15" French Drain
MH-1	TYPE P-8 MANHOLE PER FDOT STD INDEX 200 AND 201	---	---	11.75	12.00	15.96	18" HDPE
MES-1	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap
ST-4	TYPE C DBI FDOT STD INDEX 232	12.00	---	---	---	15.50	15" French Drain
ST-5	TYPE C DBI FDOT STD INDEX 232	---	---	12.00	---	16.00	15" French Drain
ST-6	TYPE C DBI FDOT STD INDEX 232	11.90	11.90	---	11.90	15.50	15" French Drain
MH-2	TYPE P-8 MANHOLE PER FDOT STD INDEX 200 AND 201	11.60	11.80	---	---	15.90	18" HDPE
MES-2	MES FDOT STD INDEX 272 SHEET 1 OF 6	11.50	---	---	---	---	sump w/ rip rap
ST-7	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	---	15.50	18" HDPE
MES-3	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap
YD-1	15" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	12.25	---	---	---	16.25	15" PERF HDPE W/ SOCK
YD-2	24" DIAMETER YARD DRAIN PER FDOT STD INDEX 282 SHEET 3 OF 3	---	12.10	12.10	---	16.25	15" HDPE

STORM DRAINAGE STRUCTURE SCHEDULE							
STRUCTURE	TYPE	INV (N)	INV (S)	INV (W)	INV (E)	RIM OR GRT EL	DOWNSTREAM PIPE
ST-8	TYPE C DBI FDOT STD INDEX 232	11.70	---	11.70	11.95	15.70	24" RCP
ST-9	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	11.60	15.10	24" RCP
MES-4	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap
ST-10	TYPE C DBI FDOT STD INDEX 232	---	---	11.60	---	15.10	18" HDPE
MES-5	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	---	11.50	---	---	sump w/ rip rap
MES-6	MES FDOT STD INDEX 272 SHEET 1 OF 6	13.10	---	---	---	---	18" RCP
MES-7	MES FDOT STD INDEX 272 SHEET 1 OF 6	---	13.00	---	---	---	---
MES-8	MES FDOT STD INDEX 272 SHEET 1 OF 6	12.75	---	---	---	---	18" RCP
CS-1	CONTROL STRUCTURE	SEE SHEET CD-1				---	---

B

RIVIERA BEACH RESUB 1

REV

DESCRIPTION

JAM

11/8/16

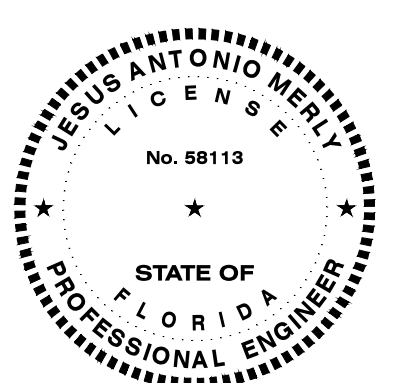
BY

DATE

Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD) NAVD = NGVD - 1.55'

5M CIVIL LLC
12315 Wycliff Pl - Tampa, FL 33626
P:(813) 404-8872 - www.5mcivil.com

FBPR Certificate of Authorization No.: 26929

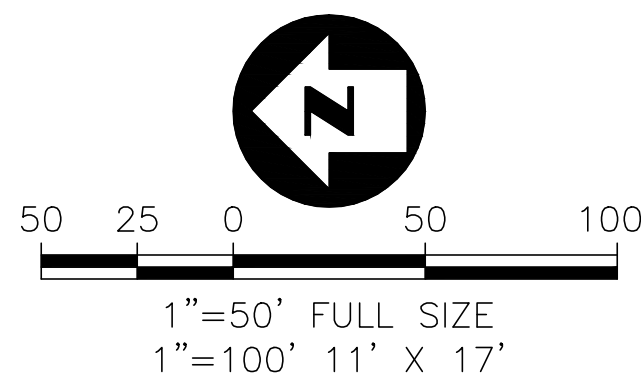
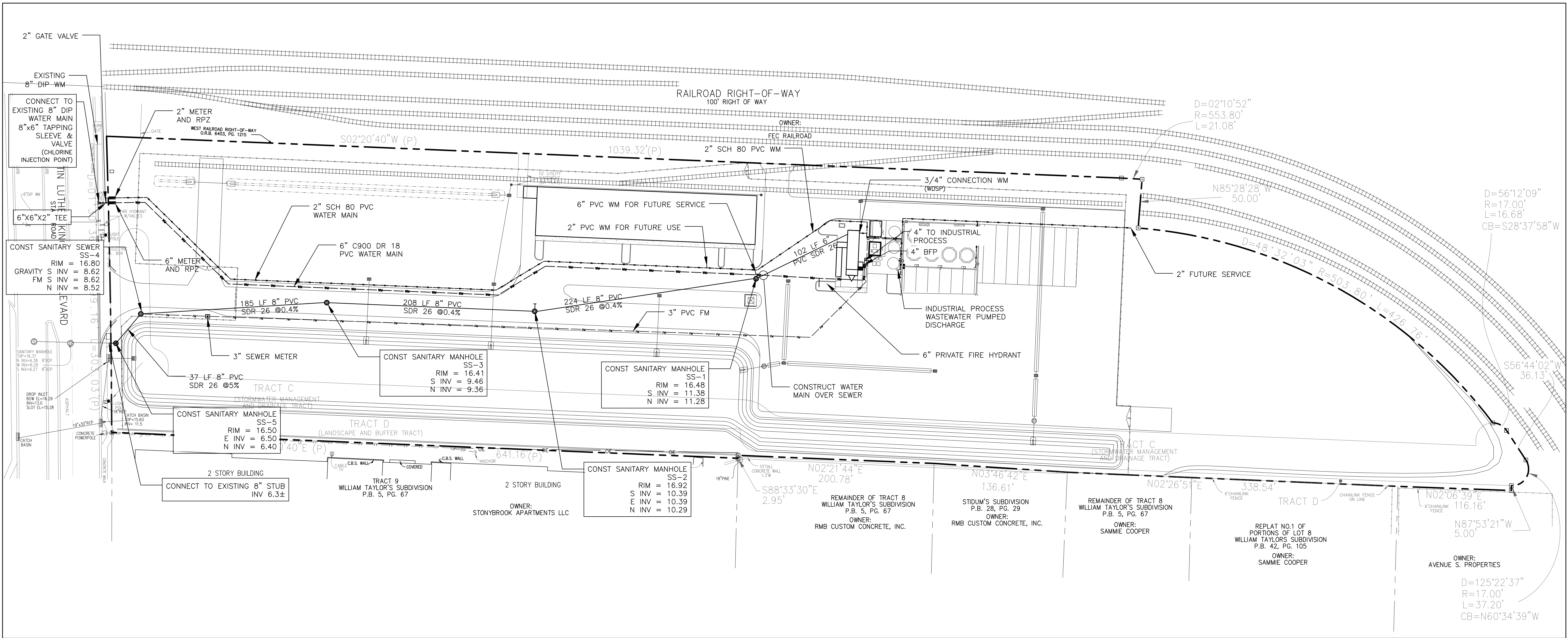


PAVING, GRADING AND DRAINAGE PLAN

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

C-2



CALL 48 HOURS
BEFORE YOU DIG


IT'S THE LAW!
DIAL 811


Know what's below.
Call before you dig.

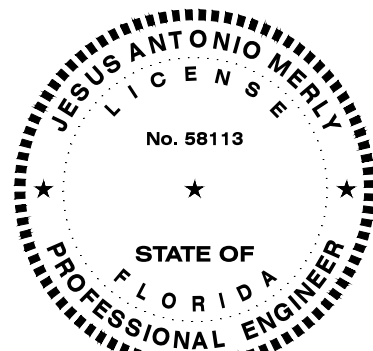
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NOTE: NO WETLAND IMPACTS
ASSOCIATED WITH THIS PROJECT

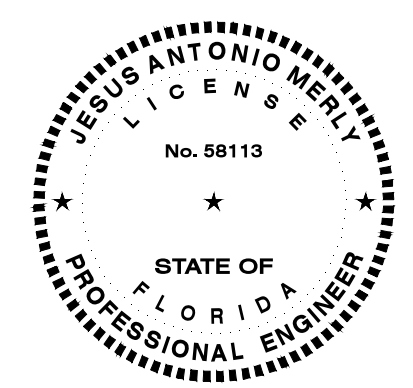
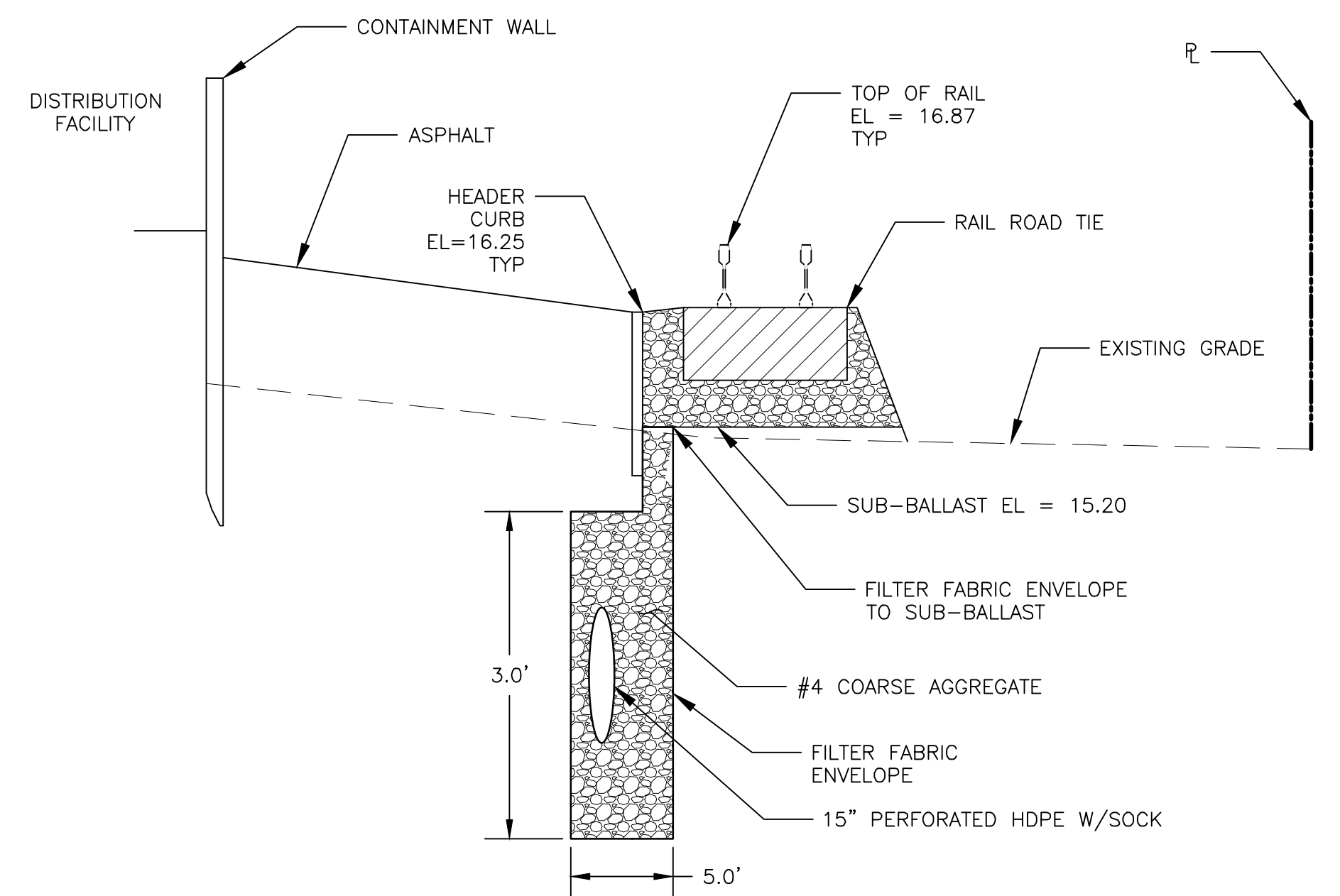
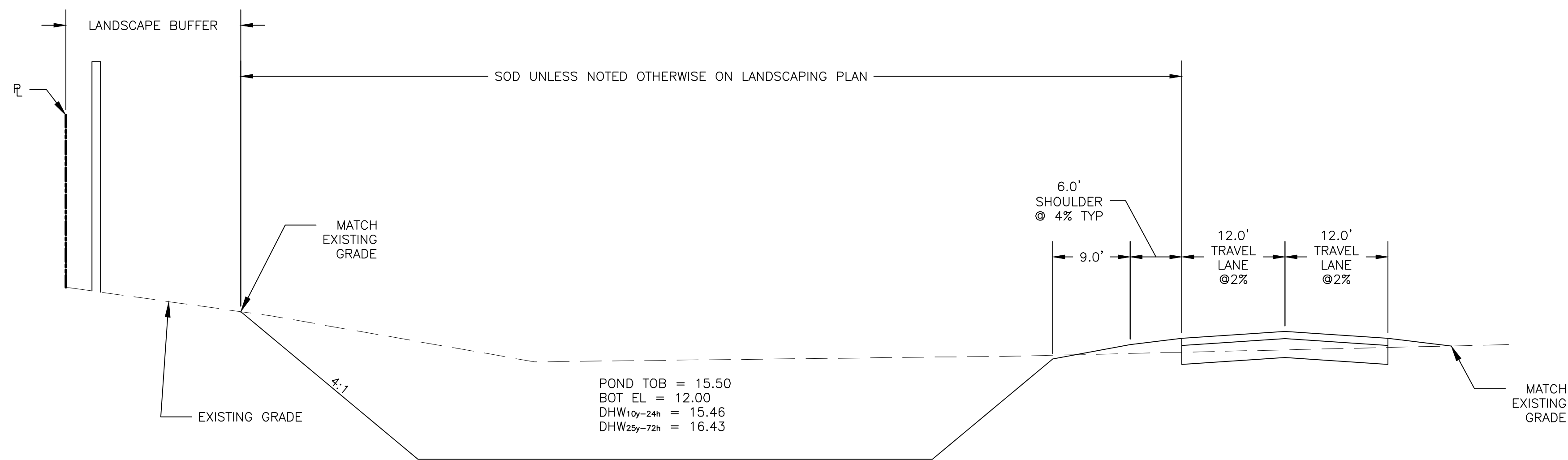
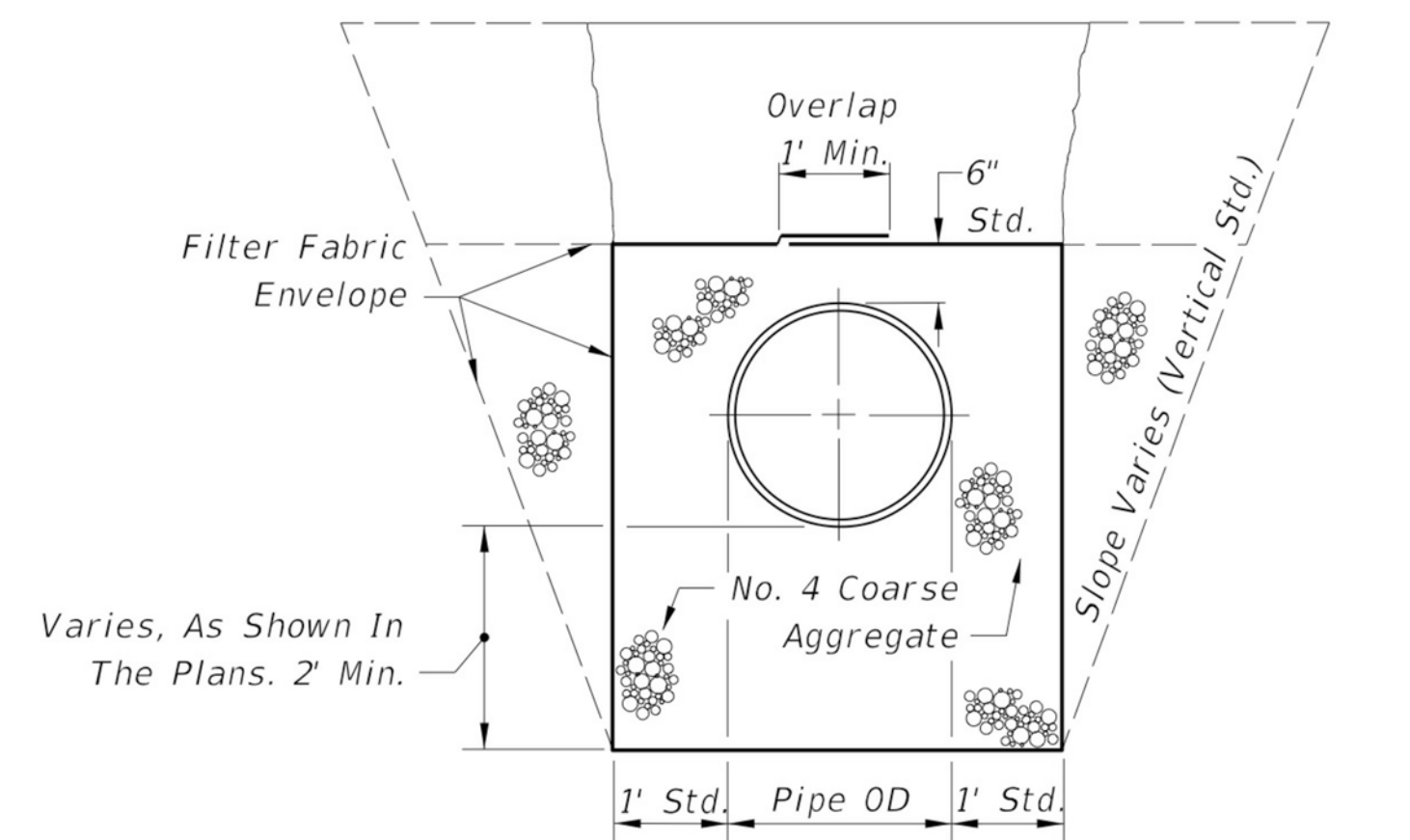
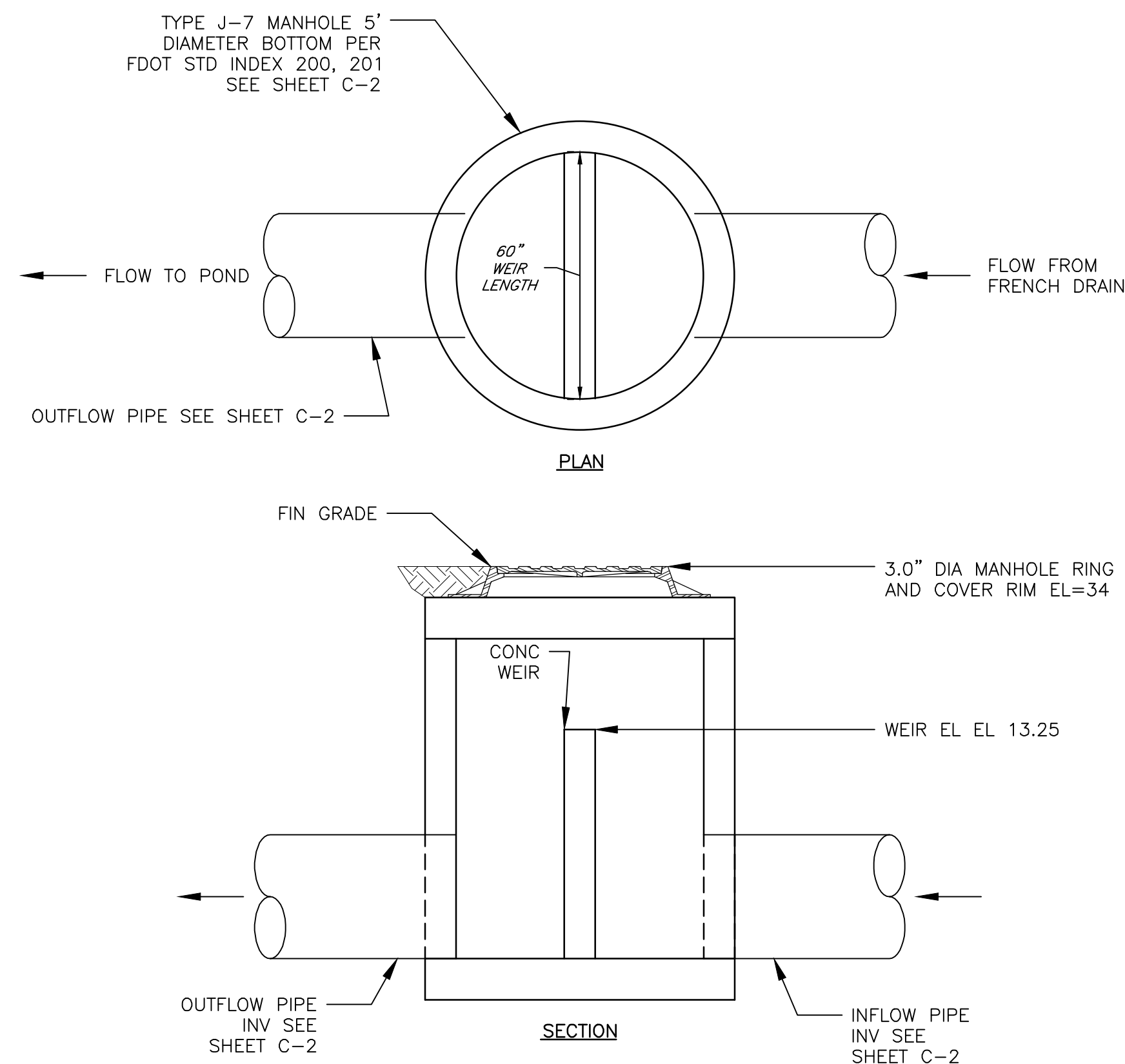
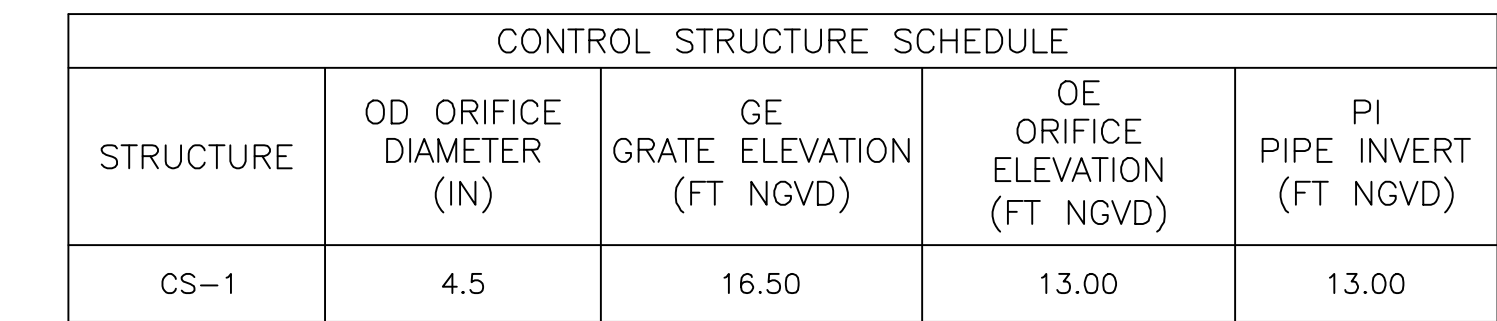
UTILITY NOTES:

- CONTRACTOR SHALL VERIFY THE LOCATION AND INVERT OF THE DESIGNATED POINT OF CONNECTIONS BEFORE FORCE MAIN, GRAVITY SEWER OR WATER MAIN IS CONSTRUCTED.
- ALL WATER AND SEWER SYSTEM WORK SHALL CONFORM WITH CITY OF RIVIERA BEACH SPECIFICATIONS, LATEST EDITIONS THEREOF.
- FIRE FLOW IS PROVIDED BY THE EXISTING FIRE HYDRANT AT MLK AND PROPOSED PRIVATE HYDRANT.
- CONTRACTOR TO EXPOSE WATER MAIN AND FURNISH TAPPING SLEEVE AND VALVE FOR WATER METER TAP.
- CONTRACTOR TO COORDINATE WITH CITY OF RIVIERA BEACH UTILITIES DEPT. PRIOR TO THE SELECTION AND ORDERING OF THE WATER METER, BACKFLOW PREVENTION DEVICE ASSEMBLIES AND SEWER METER.
- ALL NON-METALLIC PIPE WILL BE INSTALLED WITH 2 PAIR, 10 GAUGE, AND COPPER TRACER WIRE.
- POTABLE: CITY OF RIVIERA BEACH – consists of 2" and 6" service lines with meters and backflow preventors just inside property line.
- SANITARY: CITY OF RIVIERA BEACH – consists of gravity sewer and one 3" force main for process wastewater with meter at property line.

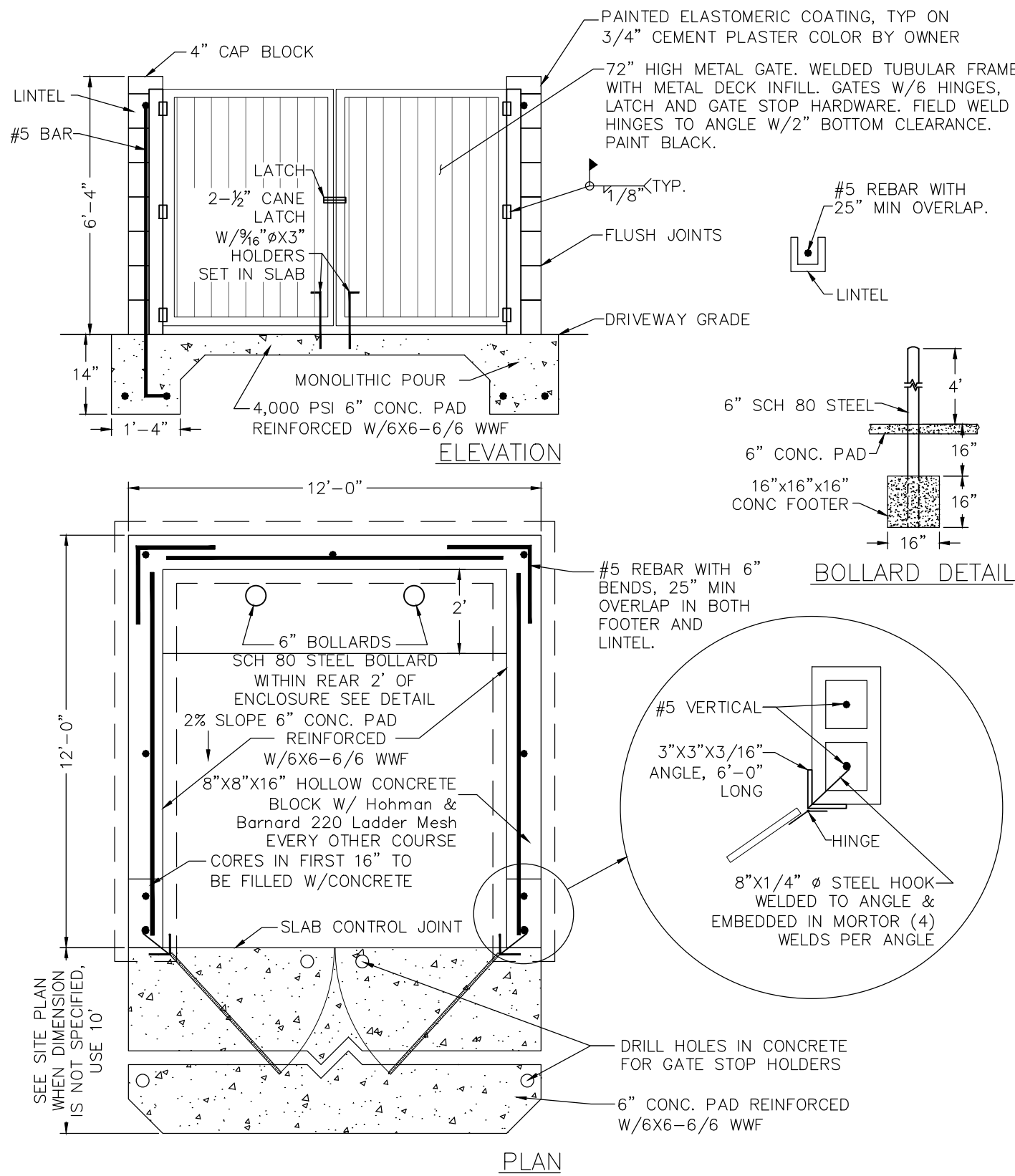
B	RIVIERA BEACH RESUB 1	JAM	11/8/16
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)			
		5M CIVIL LLC 12315 Wycliff Pl - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com	
FBPR Certificate of Authorization No.: 26929			



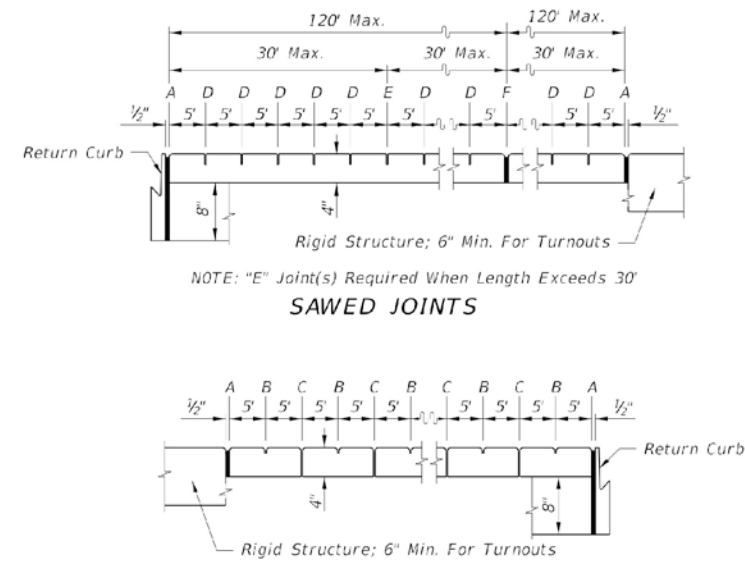
UTILITY PLAN	
RIVIERA BEACH DISTRIBUTION FACILITY	
ODYSSEY MANUFACTURING CO.	C-3



CD-1



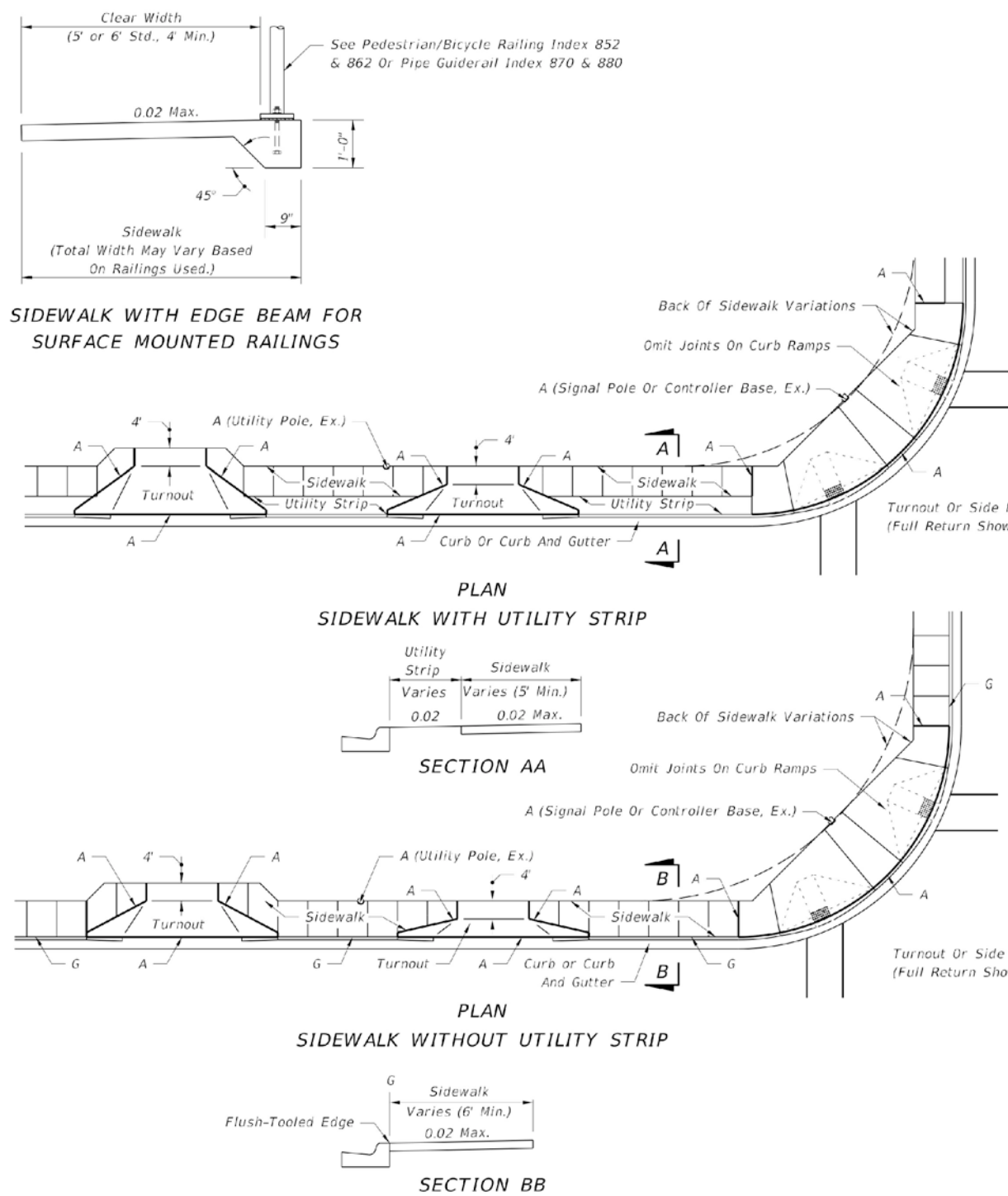
1 SINGLE DUMPSTER ENCLOSURE
C-1 NOT TO SCALE



- JOINT LEGEND**
- A-1/2 Expansion Joints (Prefabricated Joint Filler)
 - B-1/2 Dummy Joints, Tooled
 - C-1/2 Formed Open Joints
 - D-1/2 Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers
 - E-1/2 Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers
 - F-1/2 Expansion Joints When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.
 - G-Cold Joint With Bond Breaker, Tooled
- NOTES FOR CONCRETE SIDEWALK ON CURBED ROADWAYS**
- Construct sidewalks in accordance with Specification Section 522.
 - Include detectable warnings on sidewalk curb ramps and construct in accordance with Index No. 304.
 - Detectable warnings are not required where sidewalks intersect urban flared turnouts.
 - Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils nor more than 1/2".
 - For turnouts see Index No. 515.
 - Construct sidewalks with 1" thick Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Picket Railing or Pipe Guiderail shown in the plans.

CONCRETE SIDEWALK ON CURBED ROADWAYS

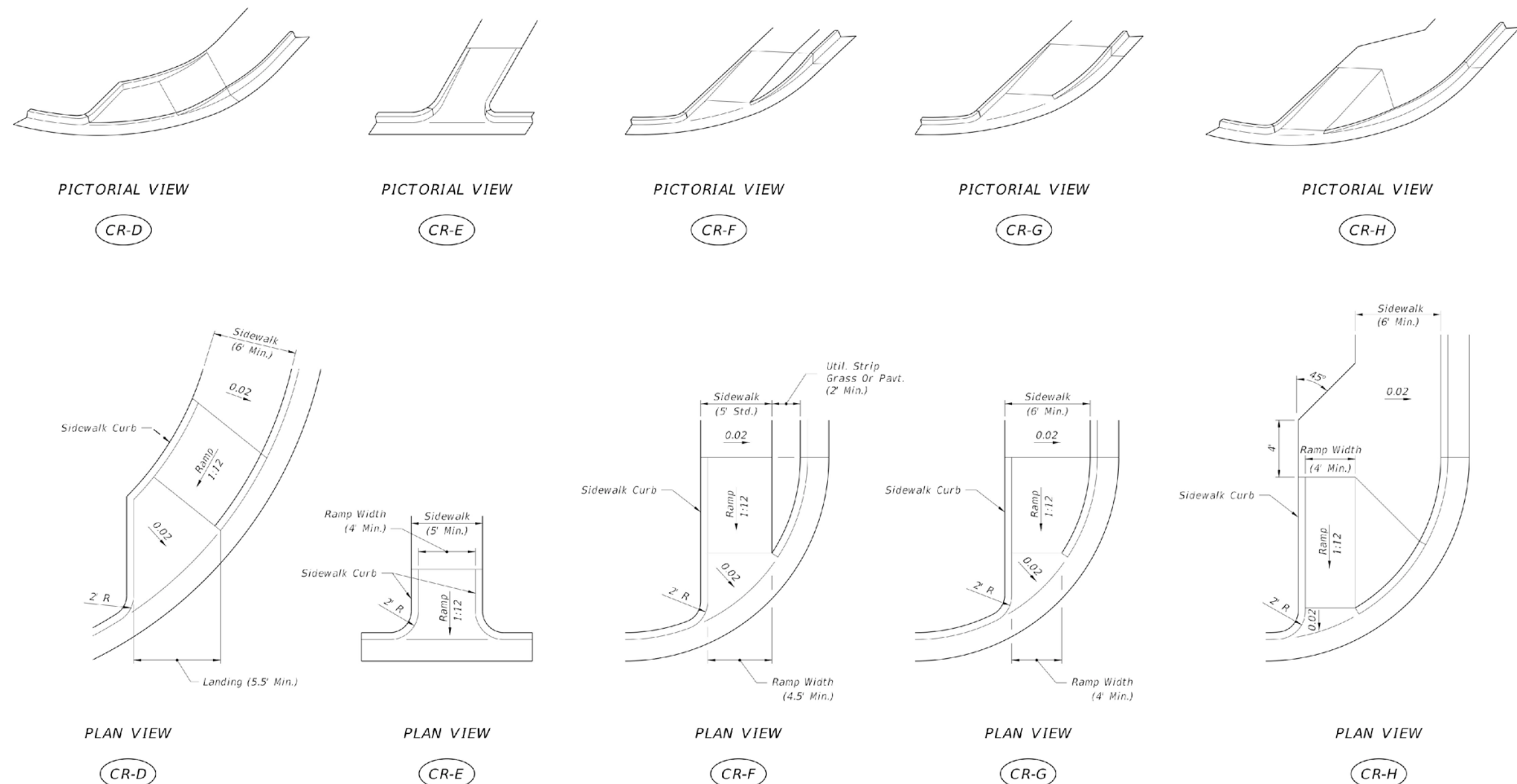
LAST REVISION	DESCRIPTION	FY 2016-17 DESIGN STANDARDS	INDEX NO.	SHEET NO.
07/01/15	REVISED		310	1 of 2



CONCRETE SIDEWALK ON CURBED ROADWAYS

PAVEMENT DESIGN			
LAYER	C	THICKNESS (IN)	SNI
TYPE SP-12.5 AC	0.44	2.5	1.10
CRUSHED CONCRETE (LBR 100)	0.18	8	1.44
STABILIZED SUBGRADE (LBR 40)	0.08	12	0.96
TOTAL			3.50

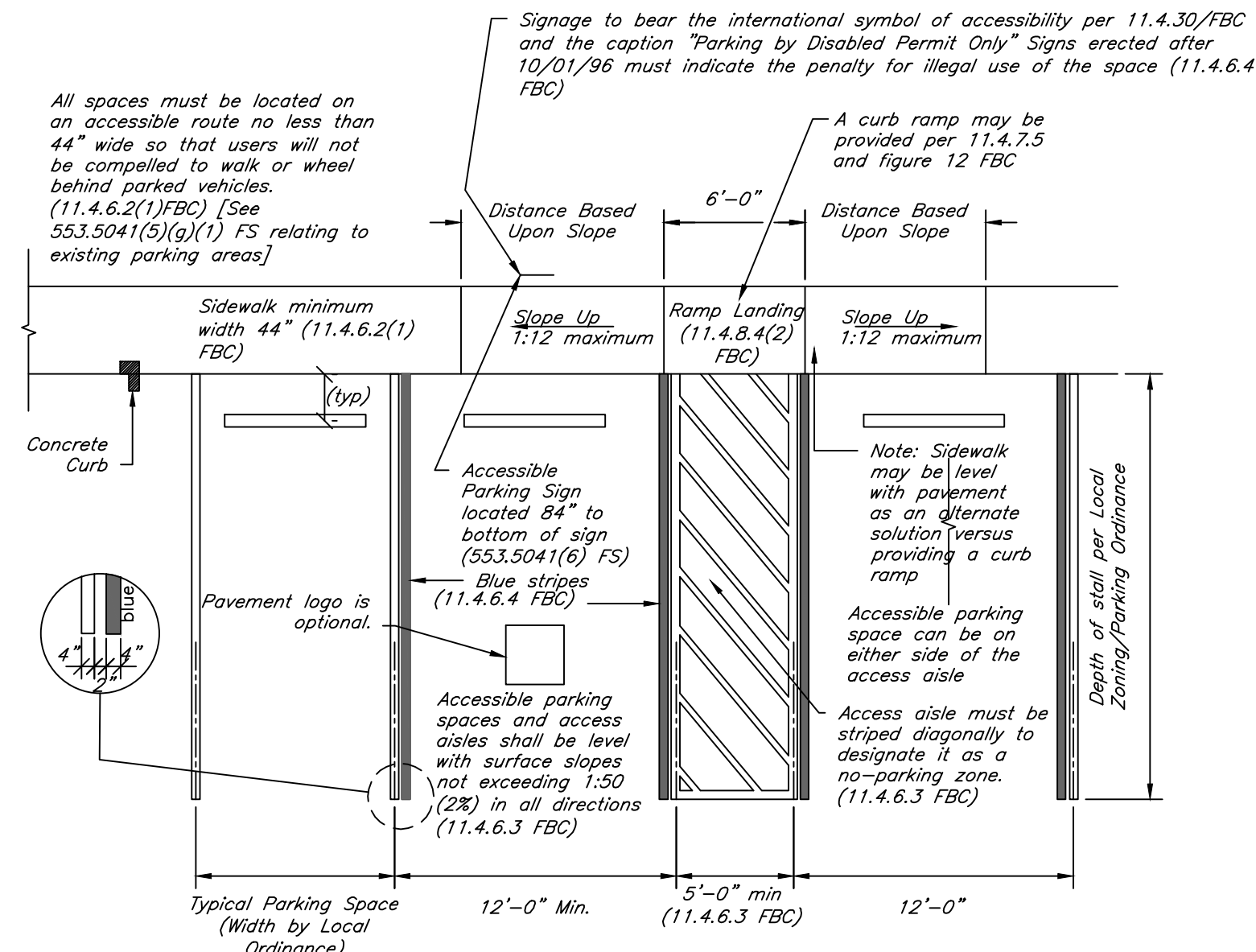
4 ASPHALT PAVEMENT DESIGN
C-2 NOT TO SCALE



DIMENSIONAL FEATURES OF SIDEWALK CURB RAMP FOR LINEAR PEDESTRIAN TRAFFIC

LAST REVISION	DESCRIPTION	FY 2016-17 DESIGN STANDARDS	INDEX NO.	SHEET NO.
07/01/13	REVISED		304	3 of 7

DETECTABLE WARNINGS AND SIDEWALK CURB RAMP



- NOTES:**
- Citations to FBC are to the Florida Accessibility Code for Building Construction, Chapter 11 of the Florida Building Code, Citations to FS are to the Florida Statutes.

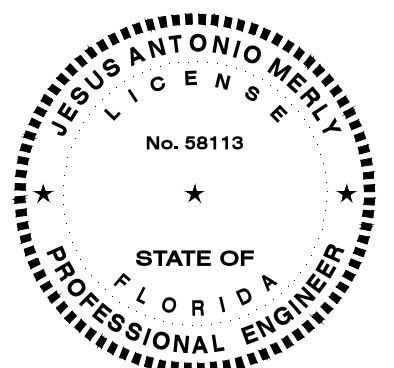
2 ACCESSIBLE PARKING SPACE DETAIL
C-1 NTS

B	REVISION	DESCRIPTION	JAM	11/8/16
REV			BY	DATE

Elevations shown within this plan set are based on NATIONAL GEODETIC VERTICAL DATUM (NGVD)

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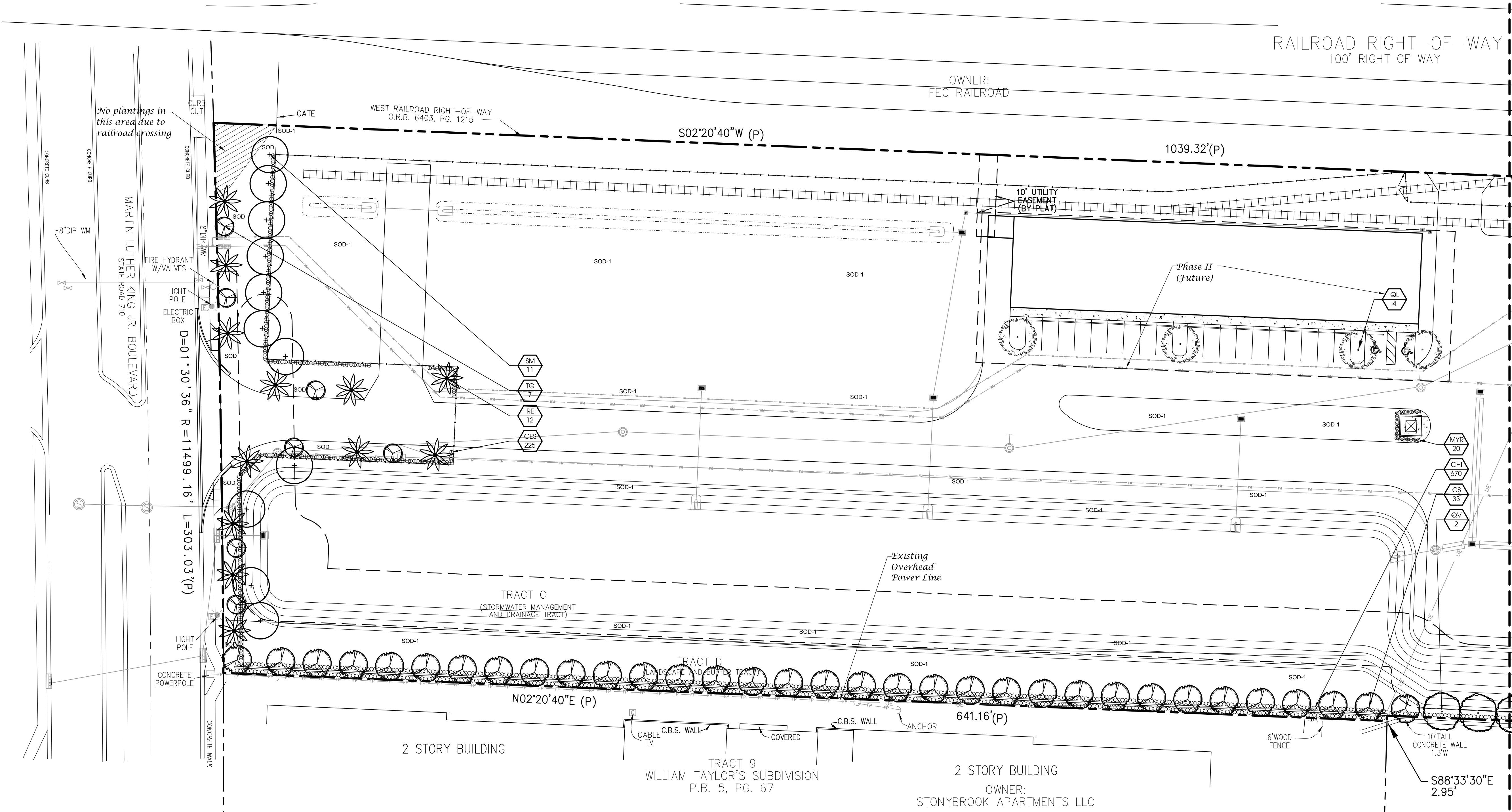


PAVING, GRADING AND DRAINAGE DETAILS

RIVIERA BEACH DISTRIBUTION FACILITY

ODYSSEY MANUFACTURING CO.

CD-2



**Conceptual
Design
Group, Inc.**

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

These drawings are the property of the
landscape architect and are not to be
used for other projects except by written
permission from the landscape architect.
Report any discrepancies immediately
to the landscape architect.

LAND DEVELOPERS
CONSORTIUM

Urban Planning - Engineering
Landscape Architecture
500 Australian Avenue, Suite 518
West Palm Beach, Florida 33401
Office: 561-932-1653
Fax: 561-683-4574

GENERAL NOTES

- Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate and the soil specification in item #8 above is not appropriate for site conditions, the soil mixture shall be revised for this site's conditions. The Contractor shall notify the Owner and Landscape Architect of the poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
- All prohibited, exotic and invasive species shall be removed from the entire area of site prior to issuance of certificate of occupancy.
- All planting areas and sod to be irrigated to provide 100% coverage and provide adequate irrigation of landscape areas for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
- The irrigation system shall be continuously maintained in working order.
- All required landscape improvements must be inspected and approved by the City of Riviera Beach prior to the issuance of a Certificate of Occupancy.
- Any new planting proposed on this plan have been designed to meet with the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place.'
- Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants.
- No substitutions, including plant materials, shall be made without written authorization from the Landscape Architect and the City of Riviera Beach.
- Contractor shall verify the location of all underground utilities prior to commencing work.
- Contractor shall be responsible for all permits and associated fees.
- All landscape islands shall be free of shell rock and construction debris and excavated to a depth of 30 inches or to clean native soils and filled with the specified planting mixture.

LANDSCAPE DATA

SITE AREA: 390,685.07 S.F. (8.96 ACRES)

31-605(a):
(1) REQUIRED = MINIMUM NATIVE PLANTINGS
TREES = 70%
SHRUBS = 70%

TREES PROVIDED = 98
NATIVE = 91 / 93%
SHRUBS PROVIDED = 1,350
NATIVE = 1,350 / 100%

31-605(a):
(2) REQUIRED = MINIMUM 60% SHADE TREES
MINIMUM 10% NATIVE ACCENT TREES
MAXIMUM USE OF PALMS = 20%

TREES PROVIDED = 98
SHADE = 58 / 59%
NATIVE ACCENT TREES PROVIDED = 33
NATIVE ACCENT = 33 / 34%
NOTE: NATIVE ACCENT TREES ARE UTILIZED
UNDER THE OVERHEAD UTILITIES TO MEET THE FPL
PLANT THE RIGHT TREE IN THE RIGHT PLACE
PROGRAM IN LIEU OF SHADE TREES AS REQUIRED
PALMS PROVIDED = 12
TREES = 98 + 12 PALMS = 110 TOTAL TREES

31-605(a):
(3) REQUIRED = MINIMUM 25% ECO FRIENDLY PLANTS
TOTAL PLANTS = 1,460
ECO FRIENDLY = 1,453 / 99.5%

31-605(a):
(7) REQUIRED = MINIMUM SHADE TREE SPECIES (OVER 75) = 6
PROVIDED = 6 SPECIES

31-610(a):
REQUIRED = 10' LANDSCAPE STRIP WITH 1 TREE /
20 L.F. AND HEDGE AT 2' O.C.

FRONT (NORTH) BUFFER = 303'
REQUIRED TREES = 303 / 20 = 15
PROVIDED TREES = 23 (11 TREES + 12 PALMS)
REQUIRED SHRUBS = 303 / 2 = 152
PROVIDED SHRUBS = 225

31-618:
REQUIRED = 30' LANDSCAPE STRIP WITH 1 TREE / 20 L.F.
AND HEDGE AT 2' O.C.

SIDE (WEST) BUFFER = 1,436.47'
REQUIRED TREES = 1,436.47' / 20 = 72
PROVIDED TREES = 72
NOTE: NATIVE ACCENT TREES ARE UTILIZED
UNDER THE OVERHEAD UTILITIES TO MEET THE
FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE
PROGRAM IN LIEU OF SHADE TREES AS REQUIRED

REQUIRED SHRUBS = 1,436.47' / 2 = 718
PROVIDED SHRUBS = 1,035

31-610(c):
(8) MINIMUM 50% PARKING LOT SHADE TREES
REQUIRED = 8 TREES (8 ISLANDS)
PROVIDED = 8 SHADE TREES / 100%

31-610(c):
(6) TERMINAL PARKING LOT ISLANDS
REQUIRED = 1 SHADE TREE PER ISLAND
TREES REQUIRED = 8 ISLANDS = 8 TREES
PROVIDED = 8 TREES

31-600(o):
REQUIRED = 6' PLANTING AROUND PERIMETER
OF DUMPSTER
PROVIDED = YES

NOTE:

There is no existing landscaping on the property or any
protected flora or fauna.

PLANT LIST

							31-601(c)	31-605(a)(8)
							20% MAXIMUM	65% MAXIMUM OF ONE SPECIES
QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE	PERCENT OF SPECIES
SHADE / NATIVE ACCENT TREES								
4	CD*	COCOLOBIA DIVERSIFOLIA	PIGEON PLUM	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
33	CS*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONTWOOD	10' x 5', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	34%
4	OL*	QUERCUS LAURIFOLIA	LAUREL OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	4%
39	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	39%
11	SM*	SWIETENIA MAHOGANY	MAHOGANY	12' x 5', 2" DBH	A.S.	FULL CANOPY, 6' CLEAR TRUNK	LOW	11%
7	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	8' x 4', 1.5" DBH	A.S.	FULL CANOPY, 3' CLEAR TRUNK	LOW	8%
PALMS								
12	RE*	ROYSTONIA ELATA	FLORIDA ROYAL PALM	12' C.T.	A.S.	MATCHED	LOW	
SHRUBS / GROUND COVERS								
295	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONTWOOD	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
1,035	CHI*	CHRYSOBALANUS ICACO	COCOPALM	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW	
20	MYR*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	#15, 6' x 2'	2' O.C.	FULL & THICK	LOW	
SOD-1		PASPALUM NOTATUM	BAHIA SOD	SEE SPECS			LOW	
SOD		STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD	SEE SPECS			MEDIUM - HIGH	
* = FLORIDA NATIVE								

* = FLORIDA NATIVE

LANDSCAPE PLAN

0 15' 30' 60' 90' 120'

SCALE 1" = 30'

Riviera Beach Distribution Facility
Odyssey Manufacturing Company
City of Riviera Beach, Florida

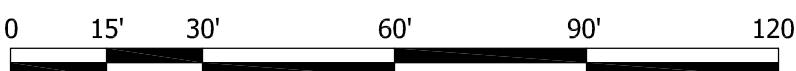
PROJECT #: 16-0803
DESIGNED: JWS
DATE: 8-25-2016
REVISIONS:

11-22-2016

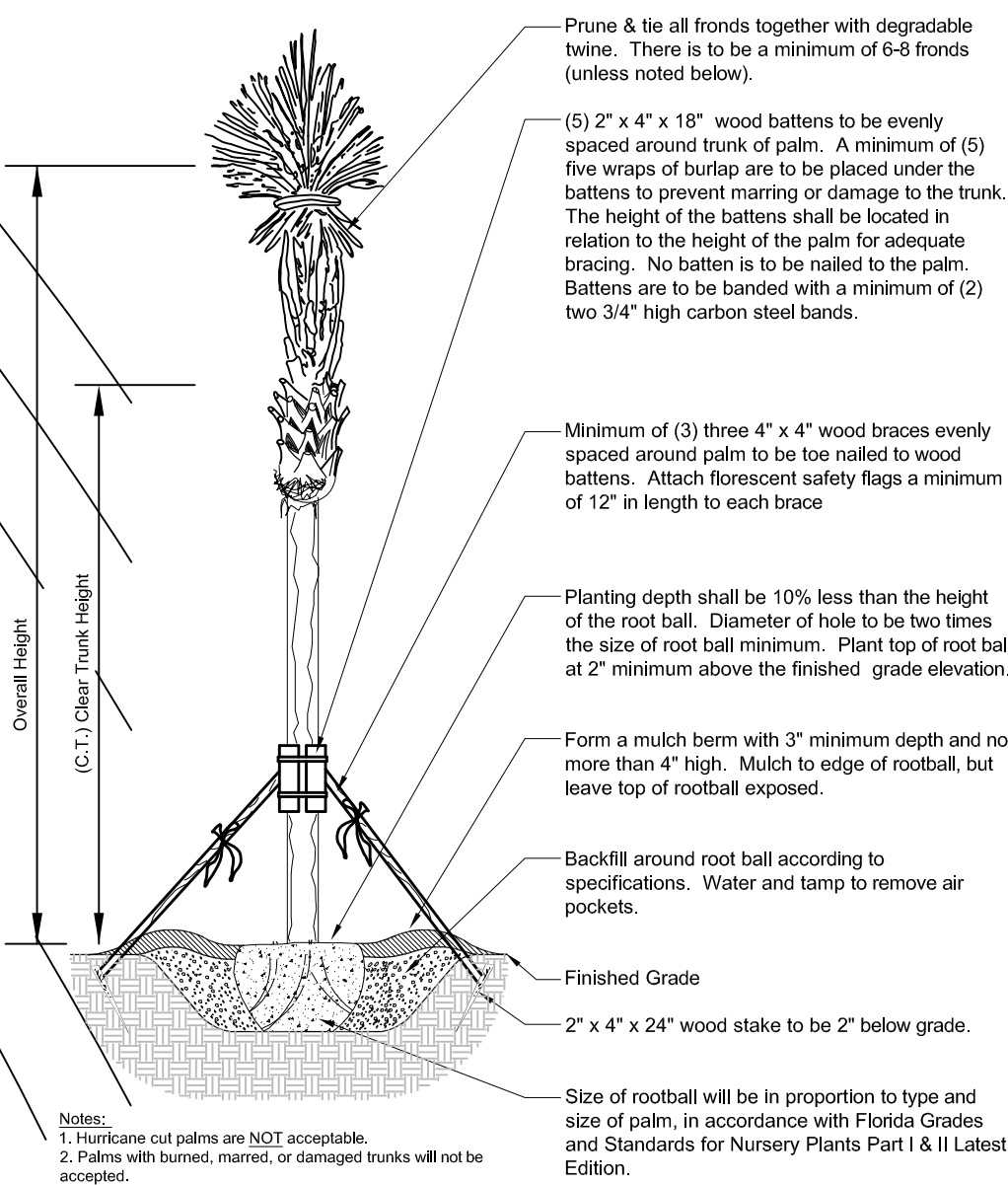
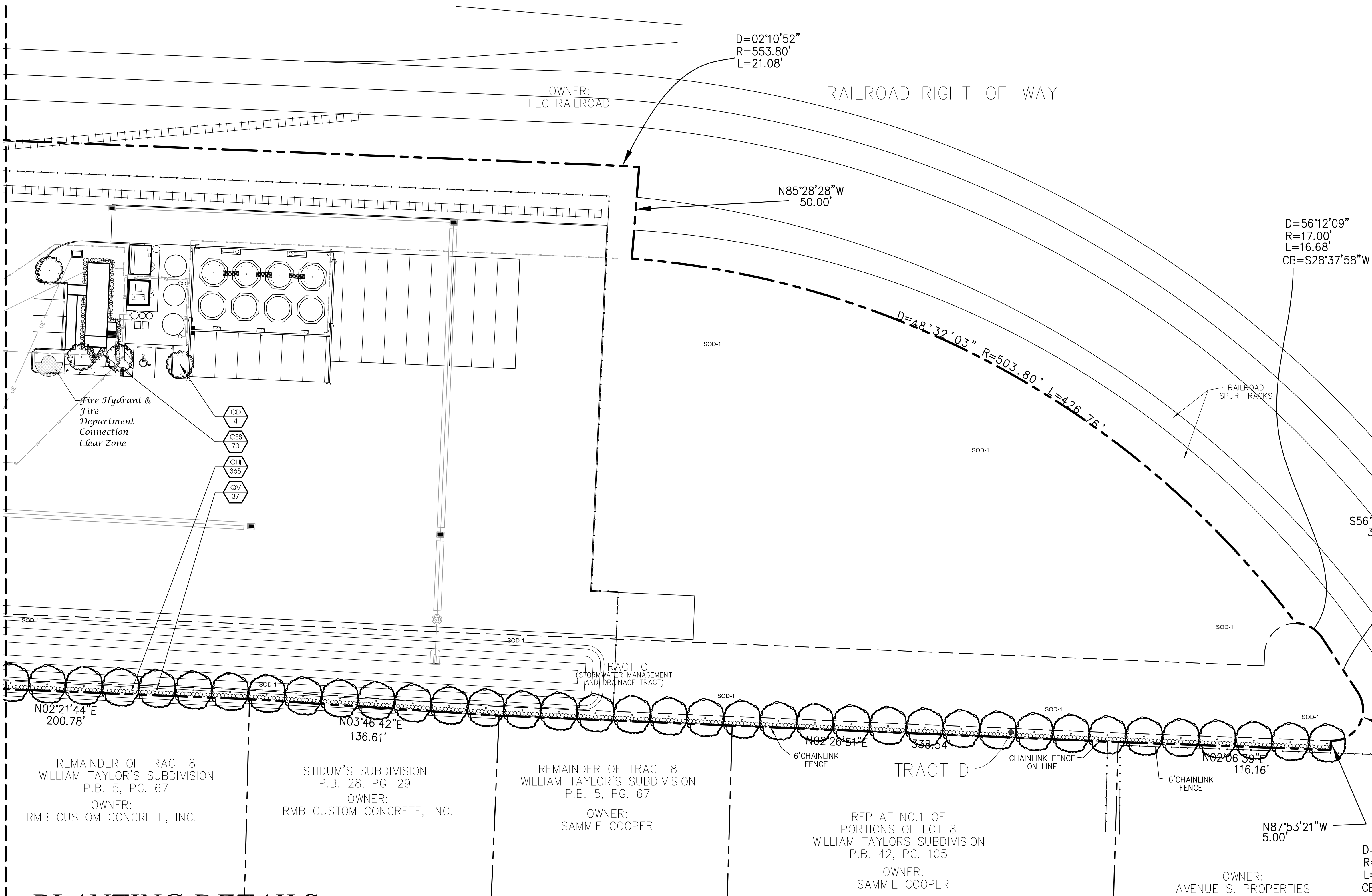
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SHEET 1 OF 2

LANDSCAPE PLAN



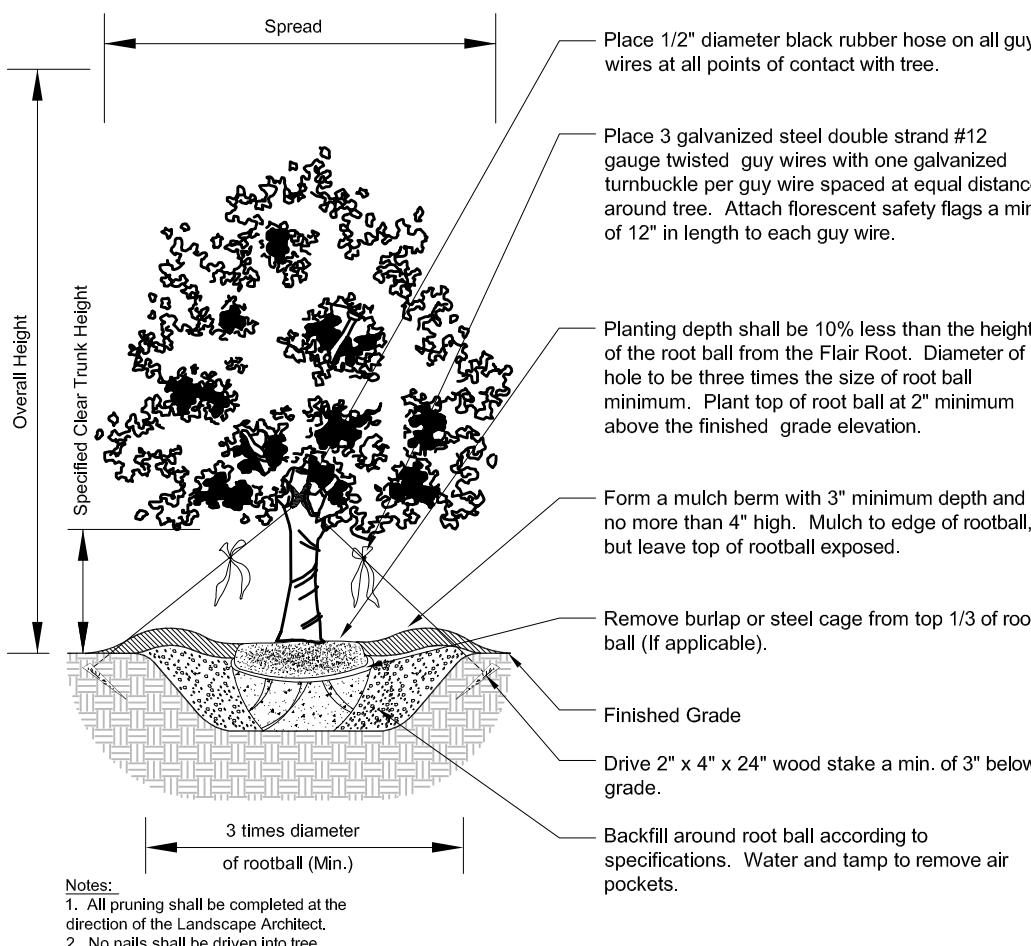
SCALE 1" = 30'



Palm Planting Detail

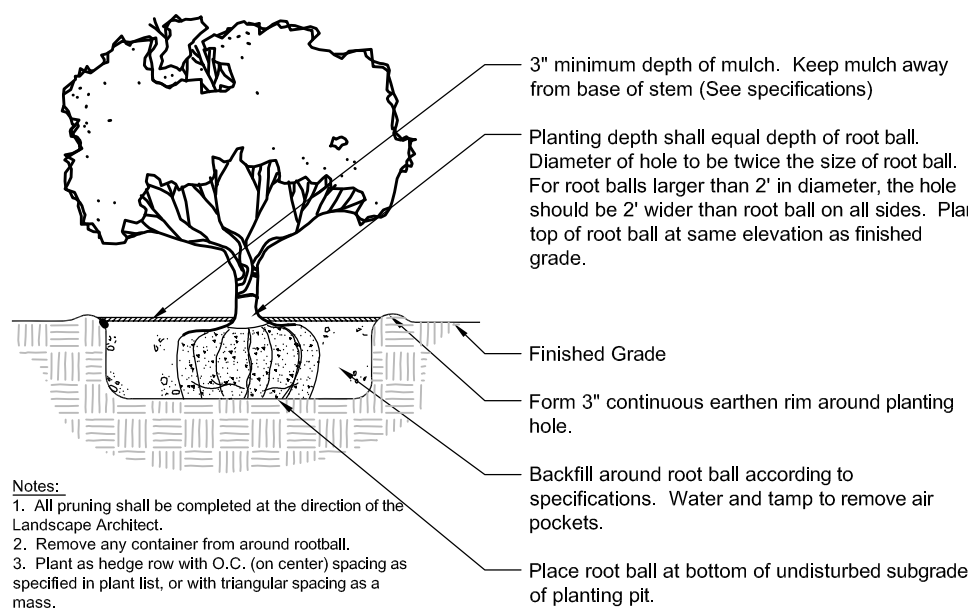
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PLANTING DETAILS



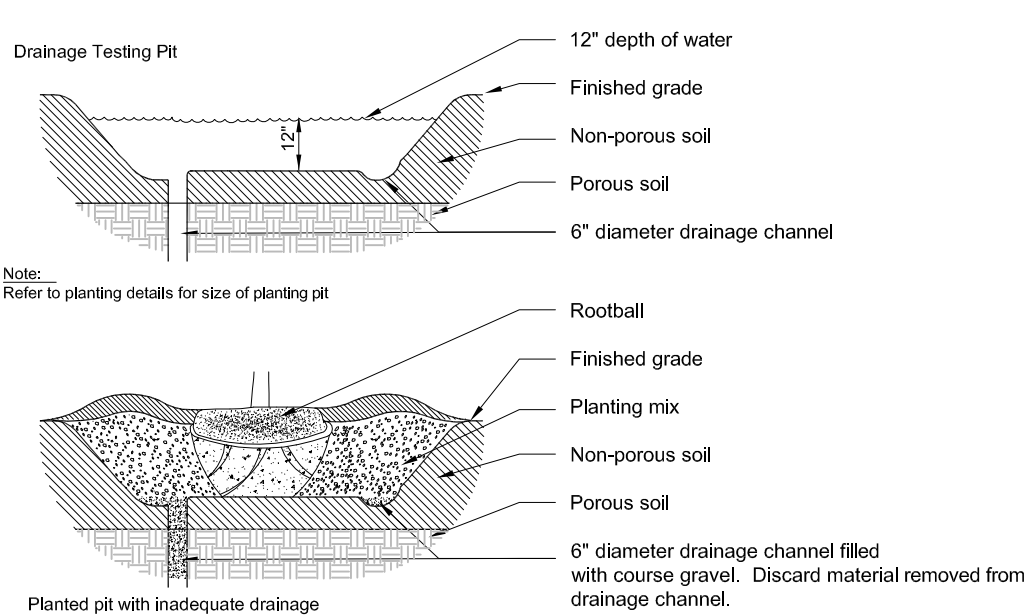
Tree Planting Detail

Not to Scale



Shrub Detail

Not to Scale



Drainage Testing Detail

Not to Scale

LANDSCAPE SPECIFICATIONS

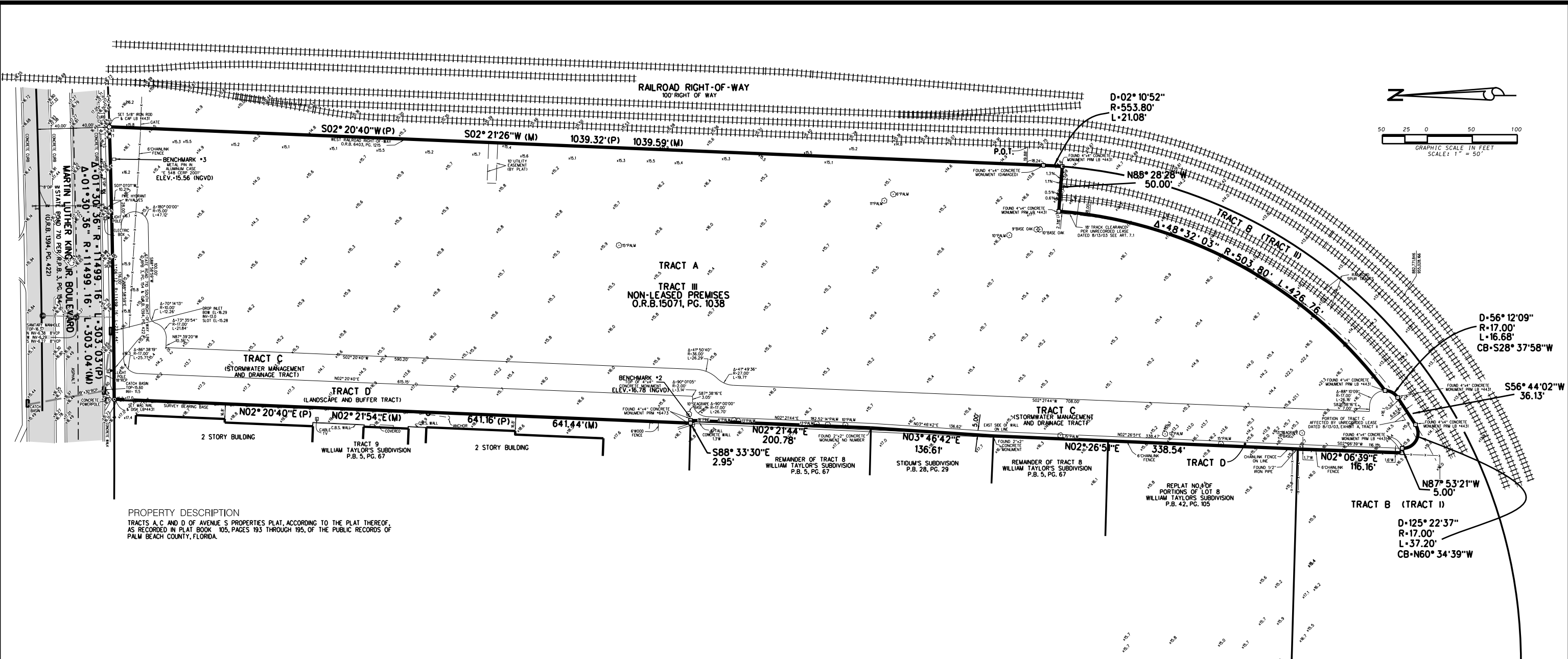
1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part I and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviro-mulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chaffing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:1:2 or 3:1:3 (e.g. one labeled 12-4-8). Similar analysis such as 16-4-8 (4:1:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 6 lbs. per palm.

Agriform 20-10-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root pits. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by Palm Beach County and project is released by the General Contractor to Client.
12. Prune trees and shrubs only to remove damaged branches.
13. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrum secundatum - St. Augustine "Flortam" sod (unless otherwise noted in Plant List), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
14. Maintain positive drainage, no planting is to block drainage.
15. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.



PROPERTY DESCRIPTION
TRACTS A, C AND D OF AVENUE S PROPERTIES PLAT, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 105, PAGES 193 THROUGH 195, OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

SURVEY REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON THE PLAT OF AVENUE S PROPERTIES.
3. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
4. BEARING BASIS: N02°20'40"E ALONG THE WEST LINE OF TRACT D
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE B, PER FLOOD INSURANCE RATE MAP NO. 125142 0003 D DATED SEPTEMBER 30, 1982
6. TOTAL AREA = 390,557 SQUARE FEET, MORE OR LESS.
7. EASEMENTS AND/OR RESTRICTIONS SHOWN ON THIS SURVEY PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FUND FILE NO. 361362 EFFECTIVE DATE SEPTEMBER 5, 2016 @11:00 P.M.
8. THIS SURVEY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. ELEVATIONS SHOWN ARE BASED ON N.G.V.D. OF 1929
10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
PREPARED FOR:
ODYSSEY MANUFACTURING CO.
MORATIS COFAR KARNEY AND MORATIS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BANK OF AMERICA, N.A.
11. © COPYRIGHT 2016 BY LIDBERG LAND SURVEYING, INC.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 21, 2016.

LIDBERG LAND SURVEYING, INC.

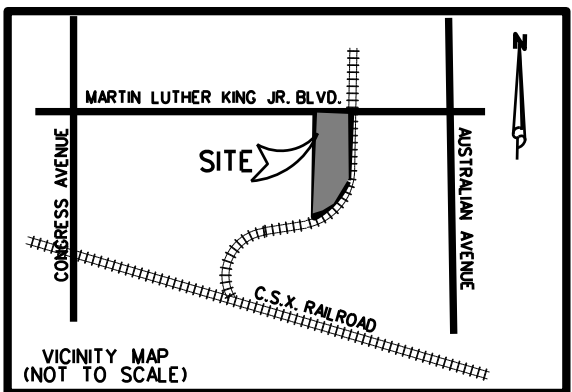
DATE OF SURVEY: JUNE 21, 2016

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

AFFECTS PROPERTY AS SHOWN		AFFECTS PROPERTY NOT PLATABLE	AFFECTS PROPERTY
DOES NOT			
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FUND FILE NO. 361362			
●		EX. 5) PLAT BOOK 105, PAGES 193-195	
	●	EX. 6) PLAT BOOK 27, PAGE 42	
	●	EX. 7) PLAT BOOK 5, PAGE 67	
●		EX. 8) O.R.B. 15701, PG. 1038	

ZONING CODE SECTION 31-381 PERMITTED USES
(1) ANY USE PERMITTED IN THE IL DISTRICTS.
(2) MANUFACTURING OF ANY PRODUCT EXCEPT THOSE ENUMERATED AS PROHIBITED USES.
(3) OUTDOOR DRIVE-IN THEATERS.
(4) PUBLIC UTILITY STRUCTURES.
(5) RAILROAD SWITCHING AND MAKE-UP YARDS.
(6) PETROLEUM STORAGE BUT NOT IN EXCESS OF 50,000 GALLONS.
(7) LIQUID GAS STORAGE NOT IN EXCESS OF 15,000 GALLONS.
(8) ANY CUSTOMARY ACCESSORY USE TO ALL ABOVE FACILITIES.
(9) TEMPORARY LABOR EMPLOYMENT OFFICE.
(10) PAWN SHOP.

CONVERSION FROM NAVD 88
TO NGVD 29 ADD 1.553



ABBREVIATIONS:
(C) = CALCULATED
C.B.S. = CONCRETE BLOCK STRUCTURE
C.M.B. = COMMISSIONERS' MINUTES BOOK
C.M.R. = CONFLICT MANHOLE
C.M.C. = CONCRETE
D.B. = DEED BOOK
F.H. = FIRE HYDRANT
F.N.D. = FOUND
F.P.L. = FLORIDA POWER & LIGHT
I.P. = IRON PIPE
I.V. = IRON VALVE
L.B. = LICENSE BUSINESS
L.S. = LICENSE SURVEY
L.M. = LICENSE MEASURED
M.H. = MANHOLE
M.H.W. = MEAN HIGH WATER
M.O.N. = MONUMENT
O.R.B. = OFFICIAL RECORD BOOK
O.P. = PLAT
P.B. = PLAT BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
R.O.W. = RIGHT-OF-WAY
R.C.P. = REINFORCED CONCRETE PIPE
R.P.B. = ROAD PLAT BOOK
S.V. = SURVEY
S.L.P. = STOP LIGHT POLE
S.M. = SANITARY MANHOLE
S.B.M. = SOUTHERN BELL TELEPHONE MANHOLE
S.T.M. = STORM MANHOLE
T.B. = TRAFFIC BOX
T.V. = TELEVISION
U.E. = UTILITY EASEMENT
W.P. = WOOD POLE
W.V. = WATER VALVE

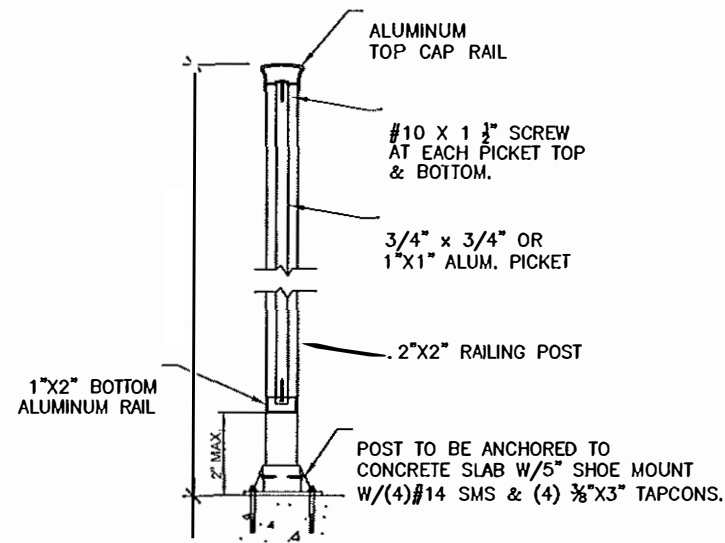
DATE	REVISIONS	BY
09/26/16	ADD TITLE INFORMATION 05-146-415	L.J.C.
07/20/16	ADD ELEVATIONS & TREE LOCATIONS 05-146-105A F.B. 700/13 K.F.	L.J.C.
06/21/16	UPDATE SURVEY 05-146-104A F.B. 698/59 NOTES FILED K.F.	L.J.C.
02/21/07	ADD TOPOGRAPHY 05-146-105 F.B. 536/46 B.D.	L.J.C.
10/07/05	ADD ALTA REQUIREMENTS	L.J.C.

LIDBERG LAND SURVEYING, INC.

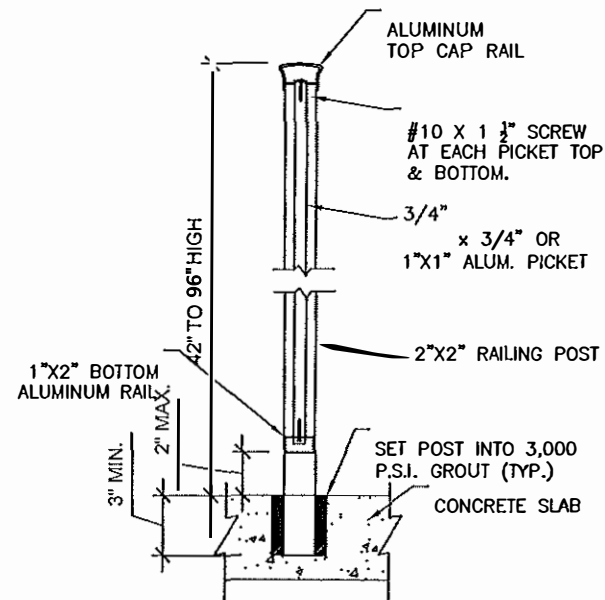
675 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

ALTA /NSPS LAND TITLE SURVEY
TRACTS A, C, & D, AVENUE S PROPERTIES
PREPARED FOR:
ODYSSEY MANUFACTURING CO.

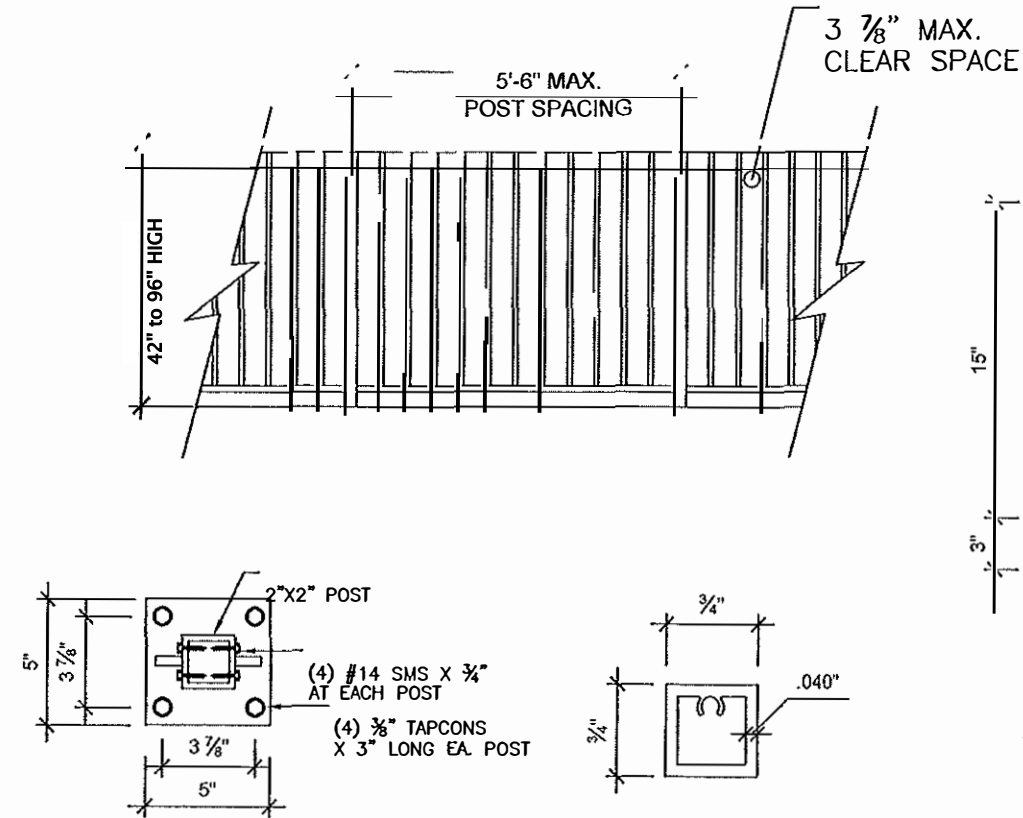
CAD. K:\JUST \ 324243 \ 105-193 \ 05-146100 \ 05-146100.DGN			
REF.			
FLD.	B.D.	FB.	PG.
OFF.	L.J.C.	473	40
CKD.	D.C.I.	SHEET 1 OF 1	DWG. 005-146



RAILING SECTION TYPE 1

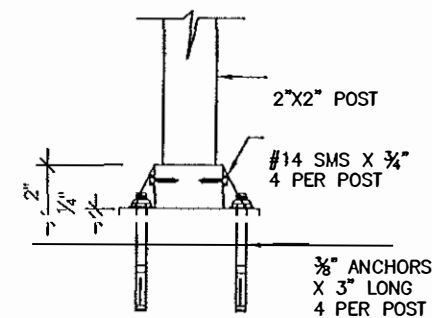


RAILING SECTION TYPE 2

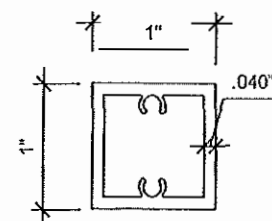


TOP VIEW

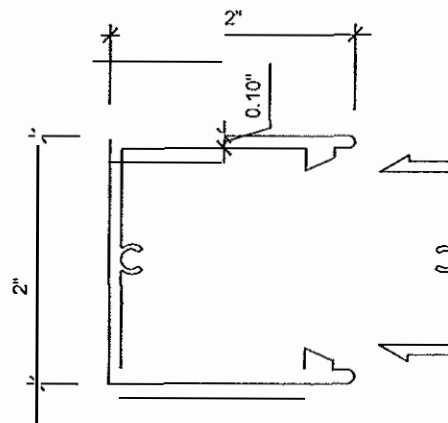
3/4" PICKET



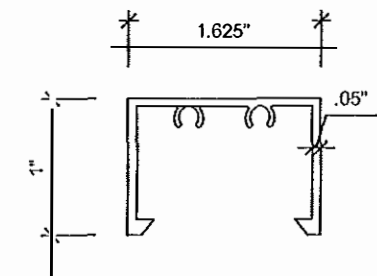
ELEVATION



1" PICKET

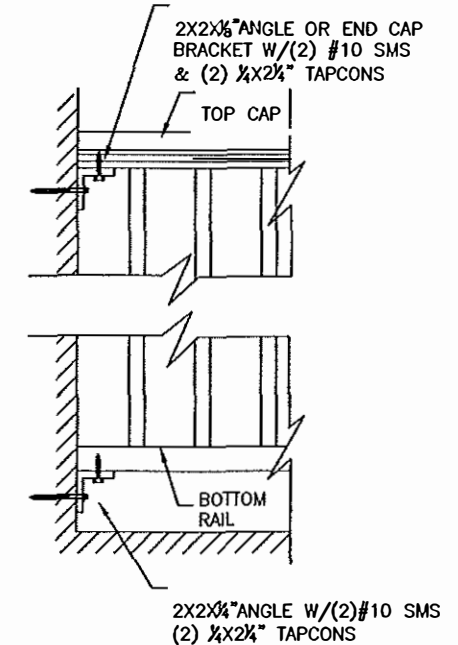


2"X2" RAILING POST

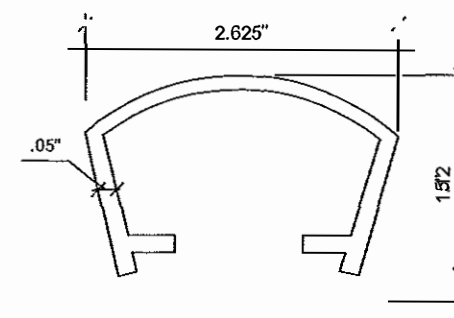


BOTTOM RAIL

FOOTING DETAIL FOR FENCING



WALL CONNECTION



TOP CAP

- 170 MPH, Exposure "C"
- Aluminum to be alloy 6063-T6
- Footing concrete compressive strength shall be min 2,500 P.S.I in 28 days
- All gates to be self closing and self latching, Locking device shall not be less than 54" from the bottom of gate and open outward. On 4ft high gate, use an approved child safety lock.
- This design complies with F.B.C. 2014 5th Edition & ASCE 7-10

Engineer Seal: MYOUNG-HO KIM, P.E. No. 62565
 Date: 10/17/13
 MYOUNG-HO KIM, P.E. Reg. # 62565
 Baccarat, Cooper City, FL 33026
 2653 954-559-7224 FAX 305-816-5970
 TEL: 305-816-5970

ODYSSEY MANUFACTURING

RIVIERA BEACH BLEACH PROCESSING FACILITY

UNADDRESSED PARCEL
PARCEL #: 56434232430010000
DR. MARTIN LUTHER LING JR BLVD
RIVIERA BEACH, FL.

FOR REVIEW ONLY
NOT APPROVED FOR
CONSTRUCTION

General Work Scope

Odyssey Manufacturing is building a new bleach processing plant. A new service rated MCC, transformer and distribution panel will be installed to provide power to the processes and plant lighting. Provision for future expansion is considered in the electrical power plans. An office trailer will installed at a future date and is not considered in the plans.

The owner is designing and providing the process controls and components. Site lighting, not including the plant itself, will be designed and provided by TECO.

Project General Notes

- All work is to be closely coordinated with the Owner and Utility to ensure electrical service interruptions are kept to a minimum and are scheduled for mutually agreed times and durations.
- The prints do not detail the status of the existing service and other panels providing power to the existing facility equipment.
- All work to be done in a professional workman like manner for an industrial/commercial environment, as indicated in the National Electrical Installation Standards, NEIS, published by NECA and in accordance with the NFPA 70 (2011 NEC), and the latest federal, state and local codes and ordinances. NECA Publications are available on line at <<http://www.neca-neis.org/>>.
- All testing of cables, transformers, circuit breakers and control must be performed in accordance with NETA ATS.
- All materials and components must be new, except as indicated otherwise.
- Prints do not purport to indicate exact layout and installation methods. Field verify all dimensions, enclosures, conduit, wire, etc. and make appropriate decisions as to the best method of installation and support, consistent with NEIS Standards.
- All bidders must visit the site and become familiar with current conditions. Submit all questions in writing to the Engineer for clarification.
- Contractor to have a Qualified Construction Manger on the job to ensure complete compliance with plans and specifications.
- Prior to pulling wire in conduit or covering underground duct banks an inspection is needed by the City/County. Provide advanced notice.
- Any changes required due to contractors failure to meet the NEIS, 2011 NEC, state, federal and local codes and ordinances will be repaired/replaced at the contractors expense to the satisfaction of the authority having jurisdiction and/or the Engineer, without any additional expense to Owner or the Engineer.
- Contractor is to identify to the Owner any unforeseen deficiencies with the existing installation (as-found) prior to performing any corrective work. All change orders must be submitted in writing to the Owner before any work is performed. No work is to be performed without written authorization from the Owner and/or the General Contractor.

- Exact layout of equipment and devices to be approved by the Engineer prior to installation that differ from plans and specifications. Contractor to submit 3 copies of submittals for all layouts, switchgear, panel boards, distribution panels, wire, conduit, lugs, heat shrink tubing, poles, hardware, switches, disconnects, panels, breakers, splices, enclosures, TVSS and other items provided by the Contractor for Owners review and approval. Submittals shall have "arrows" marking the exact model, number and any accessories for each item. Do not install any items without approved, returned submittals.
- Contractor to verify phasing and voltage of all panels and check phasing prior to energizing any equipment. Also, check the main and sub panels, note and/or correct the current imbalance between phases.
- Any manufacturer part number referenced in the specifications or drawings, may be replaced by equal (unless specified "use no equal"), subject to review and approval through submittal process.
- Contractor to properly dispose of all debris to the satisfaction of the customer and provide certified manifest documentation that the debris was disposed in accordance with all local, state and federal regulations.
- When dissimilar metals are connected together, use an approved connector designed for joining cables of different materials. Use Penetrox or other approved anti-oxidizing compound as required.
- All 600 volt power cables shall be tested at 1000 VDC to check for paths to ground and paths between cables contained within each conduit. Documentation of testing shall be provided to the Owner for review, prior to energizing any cable.
- If any work is performed on energized equipment, the contractor shall show proof of training and is required to follow NFPA 70E - Standard for Electrical Safety in the Workplace. Paying special attention to the requirements of wearing proper Personal Protective Equipment (PPE) when working on or near energized electrical equipment. PPE includes but is not limited to 100% cotton under wear, 100% cotton clothing, arc rated (AR) clothing, AR hood and face shield, gloves, and boots. See Article 130 of the latest edition of the NFPA 70E for more details.
- Contractor to locate all underground utilities using a locating service as needed.
- Color code of wires shall be as follows A/B/C:

208/240 volt, 3 phase	Black/Red/Blue
480 volt, 3 phase	Brown/Orange/Yellow
Medium voltage, 3 phase	Red/White/Blue
- All electrical equipment is to be marked with the device identification, Fed From: (and Feed To: if applicable), on plastic engraved self adhesive labels. See following examples:

Fed From Panel LP-1, Ckt: 12	Fed From MDP, Ckt: 3
------------------------------	----------------------
- All essential system and fire alarm conduits are to be spot painted within 6 inches of termination and every 10 feet using the following color code (or one approved by the Owner and Engineer):

Purple:	Essential Distribution no listed herein
Yellow:	Life Safety Branch
Orange:	Critical Branch
Green:	Equipment Branch
Red:	Fire Alarm System

LIGHTING SYMBOLS

	RECESSED FLUORESCENT LIGHTING FIXTURE
	RECESSED FLUORESCENT LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	RECESSED DOWNLIGHT FIXTURE
	RECESSED DOWNLIGHT FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	SURFACE OR PENDANT MOUNTED FLUORESCENT/LED LIGHTING FIXTURE
	SURFACE OR PENDANT MOUNTED FLUORESCENT/LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED FLUORESCENT/LED LIGHTING FIXTURE
	WALL MOUNTED FLUORESCENT/LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	CEILING OR PENDANT MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	CEILING OR PENDANT MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	SURFACE MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	SURFACE MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	WALL MOUNTED H.I.D. OR LED LIGHTING FIXTURE ON NIGHT LIGHTING/EMERGENCY CIRCUIT
	WALL MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	GROUND MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	POLE MOUNTED H.I.D. OR LED LIGHTING FIXTURE
	POLE MOUNTED H.I.D. OR LED FLOODLIGHTING FIXTURE
	BOLLARD LIGHTING FIXTURE
	WALL MOUNTED TRUCK LOADING LIGHT FIXTURE
	WALL MOUNTED INCANDESCENT LIGHTING FIXTURE
	ILLUMINATED EXIT SIGN - DIRECTIONAL ARROWS AS INDICATED
	EMERGENCY LIGHTING BATTERY PACK WITH ILLUMINATED EXIT SIGN AND HEADS AS INDICATED
	EMERGENCY LIGHTING BATTERY PACK WITH HEADS AS INDICATED
	EMERGENCY LIGHTING REMOTE LAMP HEAD
	EMERGENCY LIGHTING REMOTE DUAL LAMP HEAD
	SINGLE POLE TOGGLE SWITCH
	DOUBLE POLE TOGGLE SWITCH
	THREE WAY TOGGLE SWITCH
	FOUR WAY TOGGLE SWITCH
	DIMMER SWITCH
	KEYED SWITCH
	WALL MOUNTED MOTION DETECTOR SWITCH
	LIGHTING OVERRIDE SWITCH, LOW VOLTAGE
	TIMER SWITCH
	INDICATES DUAL-LEVEL SWITCHING
	CEILING-MOUNTED OCCUPANCY SENSOR, "X" = TYPE TYPE 1 = 360° PASSIVE INFRARED, LOW VOLTAGE TYPE 2 = 360° DUAL TECHNOLOGY PASSIVE INFRARED WITH MICROPHONIC, SOUND SENSING, LOW VOLTAGE TYPE 3 = 360° DUAL TECHNOLOGY PASSIVE INFRARED, EXTENDED RANGE, WITH MICROPHONIC, SOUND SENSING, LOW VOLTAGE
	WALL-MOUNTED OCCUPANCY SENSOR, "X" = TYPE TYPE 3 = WIDE ANGLE PASSIVE INFRARED

ONE LINE SYMBOLS

	DISCONNECT SWITCH
	FUSED DISCONNECT SWITCH
	OVERLOAD
	FEEDER CABLE
	PANEL
	UTILITY SOURCE
	FUSE
	VFD
	PLUG AND RECEPTACLE

POWER DISTRIBUTION SYMBOLS

	SIMPLEX LOCKING RECEPTACLE, 30A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	SIMPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING "SW" INDICATED STRETCH WRAPPER MACHINE
	DUPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	DOUBLE DUPLEX RECEPTACLE, 20, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	"WP" INDICATES WEATHERPROOF COVER
	"GFI" INDICATES GROUND FAULT INTERRUPTER
	"IG" INDICATES ISOLATED GROUND
	"TVSS" INDICATES TRANSIENT VOLTAGE SURGE SUPPRESSER
	"WC" INDICATES WATER COOLER
	"C" INDICATES ABOVE COUNTER OR SINK
	"W" INDICATES WALL MOUNT, FIELD VERIFY MOUNTING HEIGHT
	"R" INDICATES ROOFTOP-MOUNT 18" ABOVE THE ROOF ON RIGID GALVANIZED STEEL CONDUIT
	"RF" INDICATES RADIO FREQUENCY WIRELESS POINT-MOUNT IN CPI THINLINE II WALL MOUNT CABINET PROVIDED AND INSTALLED BY OTHERS
	"RR" INDICATES REFRIGERATOR-FIELD VERIFY THE EXACT LOCATION WITH OWNER'S REPRESENTATION
	"VM" INDICATES VENDING MACHINE-FIELD VERIFY THE EXACT LOCATION WITH OWNER'S REPRESENTATION
	"A" INDICATES CEILING MOUNTED FOR USE BY ANTENNAE EQUIPMENT, COORDINATE EXACT LOCATION WITH OWNER
	CLOCK RECEPTACLE, 15A, 125V, 1 PHASE, 2 POLE, THREE WIRE GROUNDING
	FLUSH MOUNTED OUTLET FOR POWER WIRING TO OFFICE FURNITURE
	FLUSH MULTISERVICE FLOOR BOX, THREE GANG TOTAL; ONE GANG EACH FOR POWER, COMMUNICATIONS AND DATA; COORDINATE THE NEED FOR WIRING DEVICES OR PARTITION FEED AT EACH LOCATION WITH THE OWNER
	FLUSH FLOOR/COUNTER BOX WITH SIMPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	FLUSH FLOOR/COUNTER BOX WITH DUPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	FLUSH FLOOR/COUNTER BOX WITH DOUBLE DUPLEX RECEPTACLE, 20A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	POWER POLE FOR POWER, DATA AND TELEPHONE WIRING
	CORD REEL WITH DUPLEX RECEPTACLE, 15A, 125V, 1 PHASE, 2 POLE, 3 WIRE GROUNDING
	SPECIAL PURPOSE RECEPTACLE, RATING AS NOTED.
	SURFACE METAL RACEWAY, "#" INDICATES TYPE
	JUNCTION BOX
	SURFACE MOUNTED PANELBOARD - 480/277V, 3 PHASE, 4 WIRE
	FLUSH MOUNTED PANELBOARD - 480/277V, 3 PHASE, 4 WIRE
	SURFACE MOUNTED PANELBOARD - 240V, 3 PHASE, 3 WIRE OR 120/240V, 1 PHASE, 3 WIRE
	FLUSH MOUNTED PANELBOARD - 240V, 3 PHASE, 3 WIRE OR 120/240V, 1 PHASE, 3 WIRE
	SURFACE MOUNTED PANELBOARD - 208/120V, 3 PHASE, 4 WIRE
	FLUSH MOUNTED PANELBOARD - 208/120V, 3 PHASE, 4 WIRE
	VOLTAGE TRANSFORMER
	CURRENT TRANSFORMER
	CONTACTOR
	CIRCUIT BREAKER
	KEY INTERLOCK
	FUSE
	MOTOR - HORSEPOWER AS INDICATED
	DISCONNECT SWITCH
	DISCONNECT SWITCH SUPPLIED WITH CORRESPONDING EQUIPMENT (NOT BY DIVISION 16 CONTRACTOR)
	COMBINATION MOTOR STARTER
	MANUAL MOTOR STARTER
	DOOR WITH CORRESPONDING POWERED EQUIPMENT, "#" INDICATES DOOR NUMBER
	MANHOLE
	HAND HOLE
	DOOR GASKET HEATER
	HORT OF VERT SEALOFF
	CABLE-PULL EMERGENCY STOP F-FLAG INDICATOR MANUAL RESET GROUSE-HIND TYPE AFU OR EQUAL

SPECIAL SYSTEMS SYMBOLS

	FLUSH MULTISERVICE FLOOR BOX, THREE GANG TOTAL; ONE GANG EACH FOR POWER, COMMUNICATIONS AND DATA; COORDINATE THE NEED FOR WIRING DEVICES OR PARTITION FEED AT EACH LOCATION WITH THE OWNER
	SINGLE-GANG COMMUNICATIONS OUTLET WITH 3/4" CONDUIT STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	SINGLE-GANG DATA OUTLET WITH 3/4" CONDUIT STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	TWO-GANG COMMUNICATIONS/DATA OUTLET WITH TWO 3/4" CONDUITS STUBBED UP TO ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, CONCEALED WHERE POSSIBLE
	"C" INDICATES ABOVE COUNTER OR SINK
	"W" INDICATES WALL MOUNTED, FIELD VERIFY MOUNTING HEIGHT
	BLANK JUNCTION BOX FOR DOOR MONITORING DEVICE, WITH EXPOSED 3/4" CONDUIT STUBBED UP TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT.
	3/4" CONDUIT FOR DOOR MONITORING DEVICE, CONCEALED AND STUBBED UP TO AN ACCESSIBLE POINT ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT
	RECESSED OUTLET FOR CARD READER WITH TWO 3/4" CONCEALED CONDUITS STUBBED UP TO AN ACCESSIBLE POINT ABOVE FINISHED CEILING OR TO ROOF STEEL AND CAPPED, FIELD VERIFY MOUNTING HEIGHT
	RECESSED CEILING MOUNTED SPEAKER
	SURFACE OR WALL MOUNTED SPEAKER, HORN TYPE
	SOUND SYSTEM VOLUME CONTROL
	CLOSED CIRCUIT TELEVISION CAMERA, FIXED FOCUS
	"PTZ" INDICATES PAN/TILT/ZOOM
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM AUDIO/VISUAL WARNING DEVICE, WALL MOUNTED, "#" INDICATES DECIBEL LEVEL
	FIRE ALARM AUDIO WARNING DEVICE, RECESSED, CEILING MOUNTED, "#" INDICATES DECIBEL LEVEL
	FIRE ALARM VISUAL WARNING DEVICE, WALL MOUNTED
	FIRE ALARM AUDIO/VISUAL WARNING DEVICE, WEATHERPROOF, EXTERIOR BUILDING MOUNTED
	FIRE ALARM SMOKE DETECTOR
	FIRE ALARM HEAT DETECTOR
	FIRE ALARM DUCT DETECTOR
	FIRE ALARM FLOW SWITCH
	FIRE ALARM TAMPER SWITCH
	FIRE ALARM ADDRESSABLE INTERFACE MODULE
	FIRE ALARM KNOX BOX
	FIRE ALARM CONTROL PANEL, SURFACE MOUNTED
	FIRE ALARM CONTROL PANEL, FLUSH MOUNTED
	FIRE ALARM REMOTE PANEL, SURFACE MOUNTED
	FIRE ALARM REMOTE PANEL, FLUSH MOUNTED
	THERMOSTAT
	HEAT TRACE CABLE ON PIPING
	PUSH BUTTON STATION, SINGLE BUTTON
	PUSH BUTTON STATION, TWO BUTTONS
	PUSH BUTTON STATION, THREE BUTTONS
	CHIME TONE INTERCOM MASTER STATION
	CHIME TONE INTERCOM DOOR STATION
	RESCUE ASSISTANCE COMMAND UNIT, SURFACE MOUNTED
	RESCUE ASSISTANCE COMMAND UNIT, FLUSH MOUNTED
	RESCUE ASSISTANCE PHONE UNIT, SURFACE MOUNTED
	RESCUE ASSISTANCE PHONE UNIT, FLUSH MOUNTED
	LOCAL DOOR ALARM

MISCELLANEOUS SYMBOLS

	GROUND
	CONDUIT CONCEALED IN WALL OR ABOVE CEILING
	CONDUIT INSTALLED EXPOSED
	CONDUIT INSTALLED UNDERGROUND
	HOME RUN TO POWER SOURCE
	CONDUIT CONTAINING LOW VOLTAGE EMERGENCY WIRING ONLY
	CONDUIT CONTAINING NIGHT LIGHTING/EMERGENCY WIRING ONLY
	ABOVE FINISHED FLOOR
	ABOVE FINISHED GRADE
	AMPS
	AMP FRAME
	AMP TRIP
	AVAILABLE FAULT CURRENT
	AMPS FULL LOAD
	ARC FLASH HAZARD CATEGORY
	AS HIGH AS POSSIBLE
	AUTOMATIC DOOR OPERATOR
	AUTOMATIC TRANSFER SWITCH
	AUXILIARY
	BELOW FINISHED CEILING
	CONDUIT
	CONTROL PANEL OR EQUIPMENT ENCLOSURE
	DOOR OPERATOR
	DISCONNECT SWITCH
	DOOR GASKET HEATER
	EXISTING
	EXISTING RELOCATED
	FEEDER CABLE
	FULL LOAD AMPS
	FULL VOLTAGE NON REVERSING
	FULL VOLTAGE REVERSING
	GROUND
	HANDS-OFF-AUTOMATIC
	HORSEPOWER
	KILOAMPS INTERRUPTING CURRENT
	KILOVOLTS
	KILOWATTS
	MAIN CIRCUIT BREAKER
	MAIN LUGS ONLY
	MOTOR CIRCUIT PROTECTOR
	MOTOR CONTROL CENTER
	MOTOR OPERATED DAMPER
	MOTOR
	NEUTRAL
	NORMALLY CLOSED
	NORMALLY OPEN
	PHOTO EYE
	PHASE
	PLUG/RECEPTACLE
	SHUNT TRIP
	STANDARD
	TERMINAL BLOCK
	TRANSFORMER
	TWO SPEED, TWO WINDING
	UNDERGROUND
	UNLESS OTHERWISE NOTED
	VOLTS
	VARIABLE FREQUENCY DRIVE
	WATTS OR WIRE

ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924
DRAWING INVALID UNLESS
DATED, SIGNED & SEALED
BY LICENSED ENGINEER

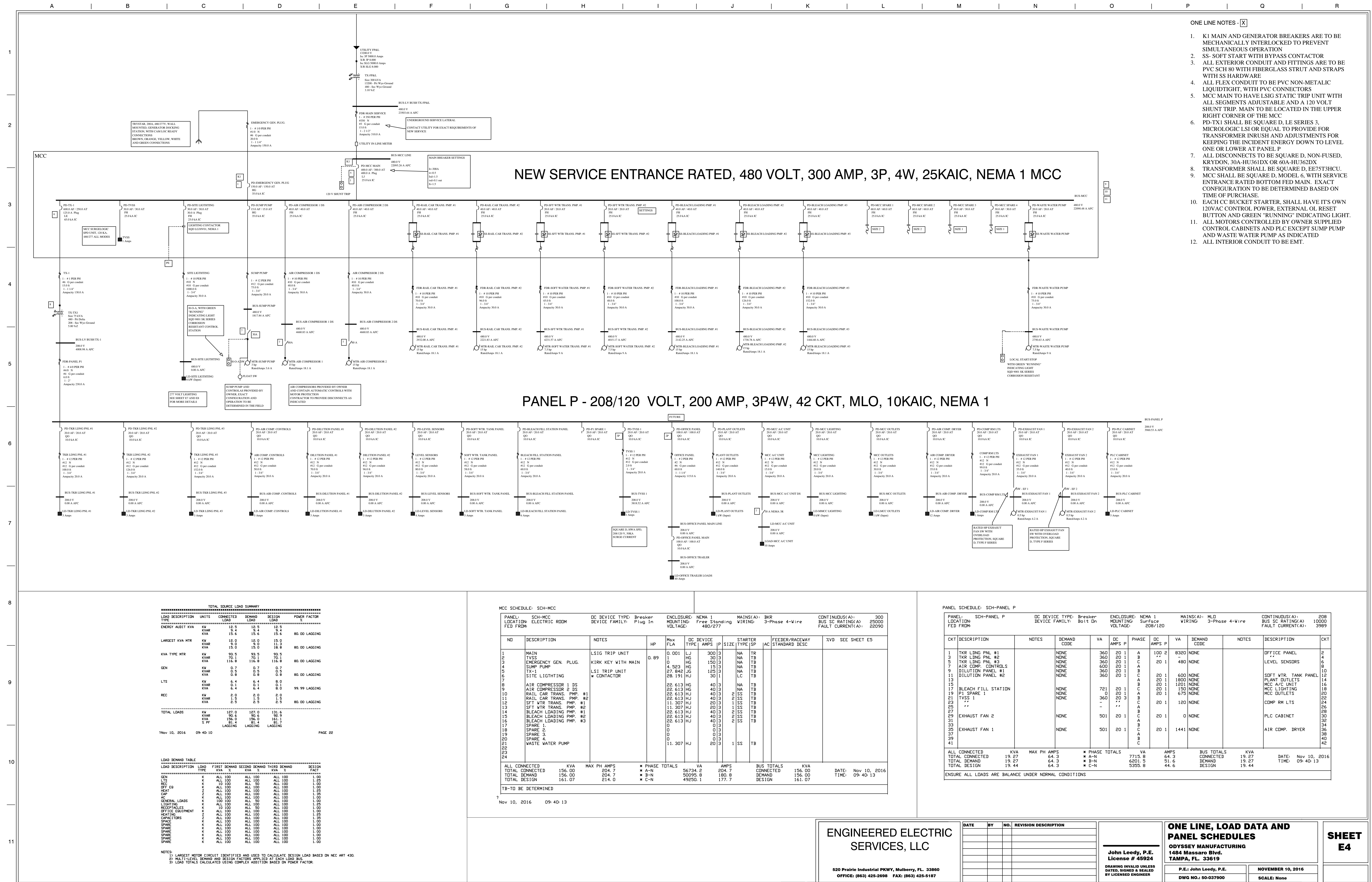
SYMBOLS AND LEGENDS

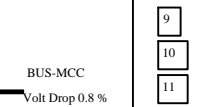
ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL 33619

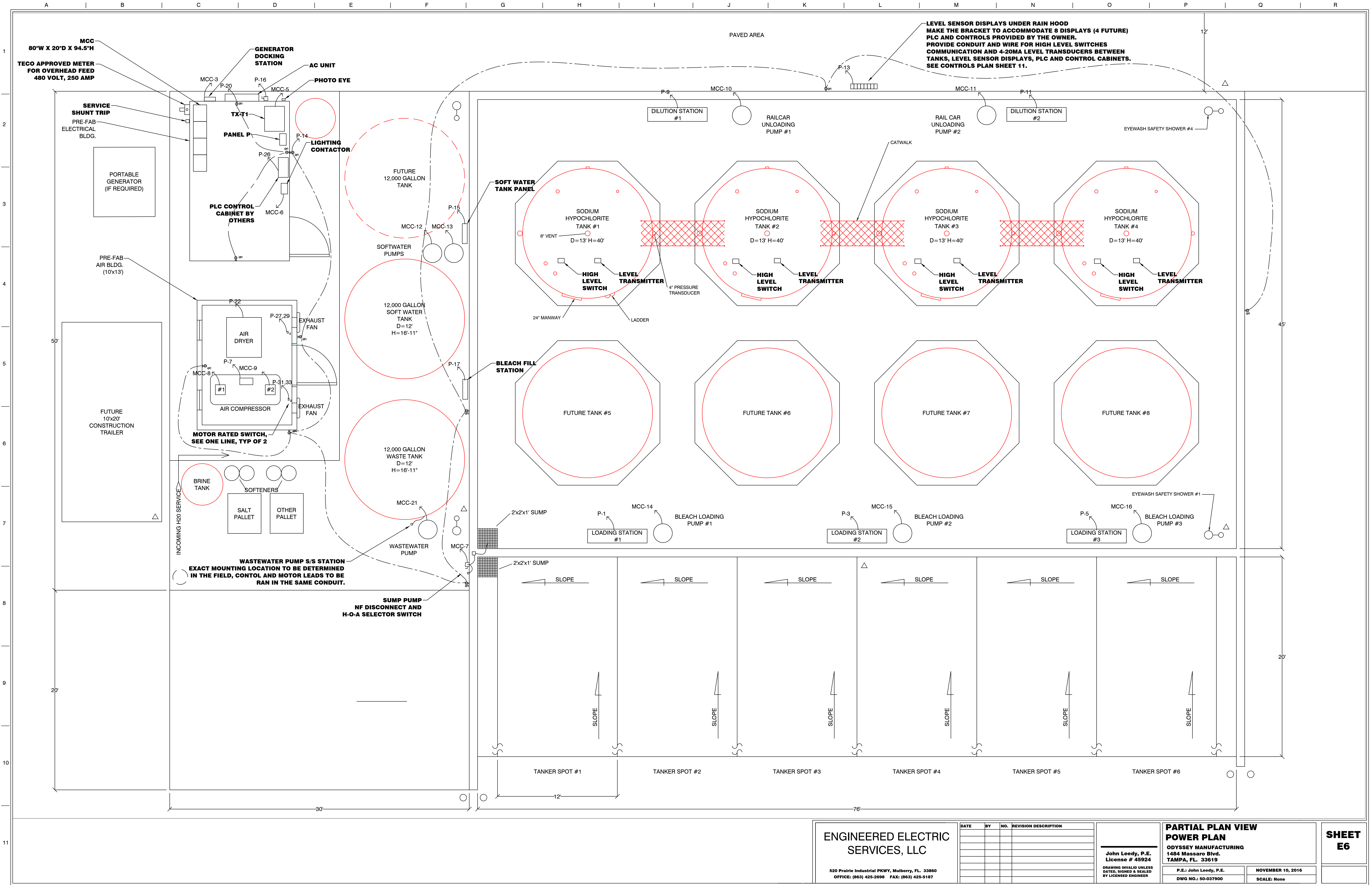
P.E.: John Leedy, P.E.
DWG NO.: 50-037900

NOVEMBER 10, 2016
SCALE: None

SHEET E3







ENGINEERED ELECTRIC SERVICES, LLC

520 Prairie Industrial PKWY, Mulberry, FL. 33860
OFFICE: (863) 425-2698 FAX: (863) 425-5187

DATE	BY	NO.	REVISION DESCRIPTION

John Leedy, P.E.
License # 45924

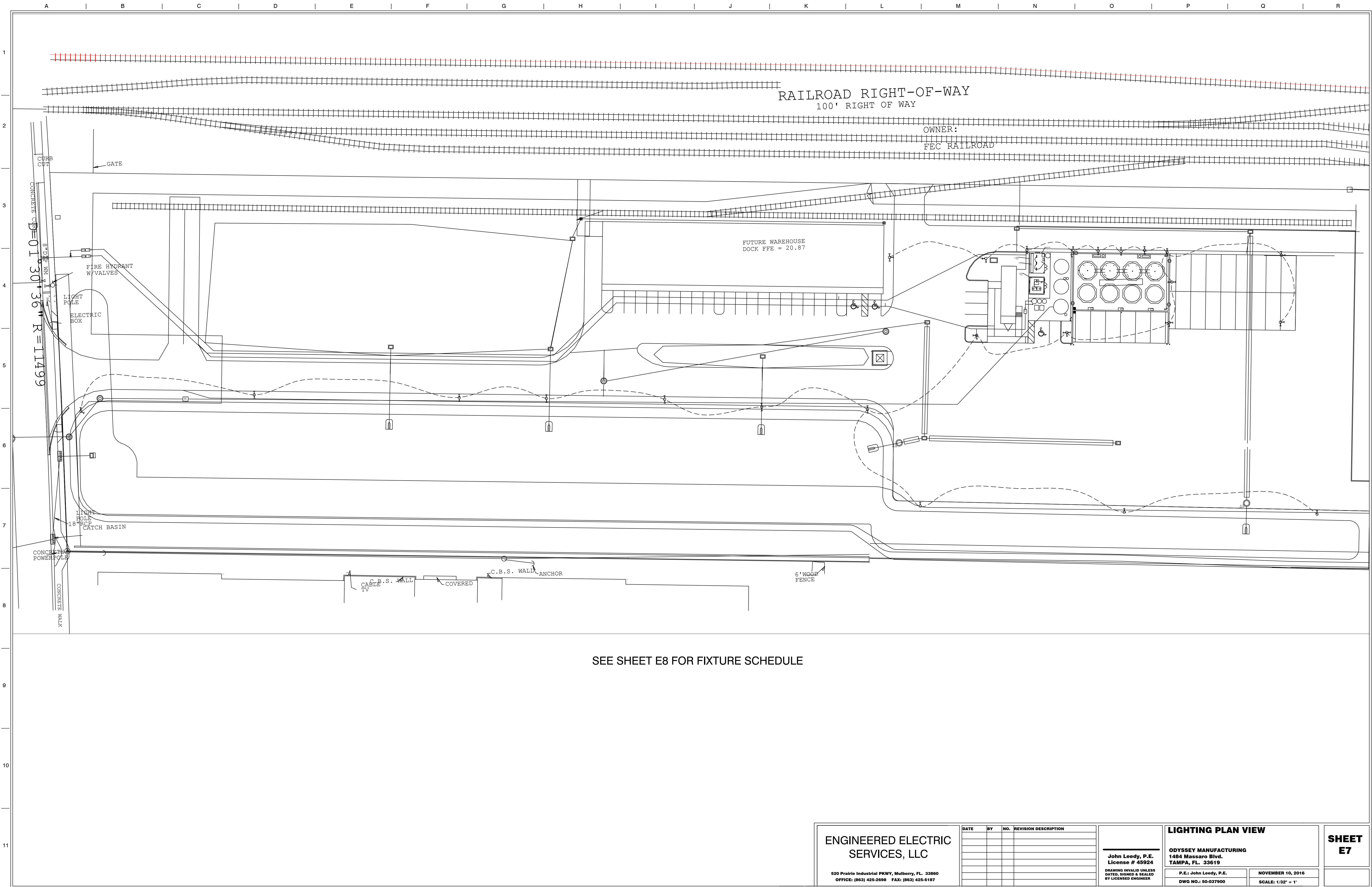
DRAWING INVALID UNLESS
DATED, SIGNED & SEALED
BY LICENSED ENGINEER

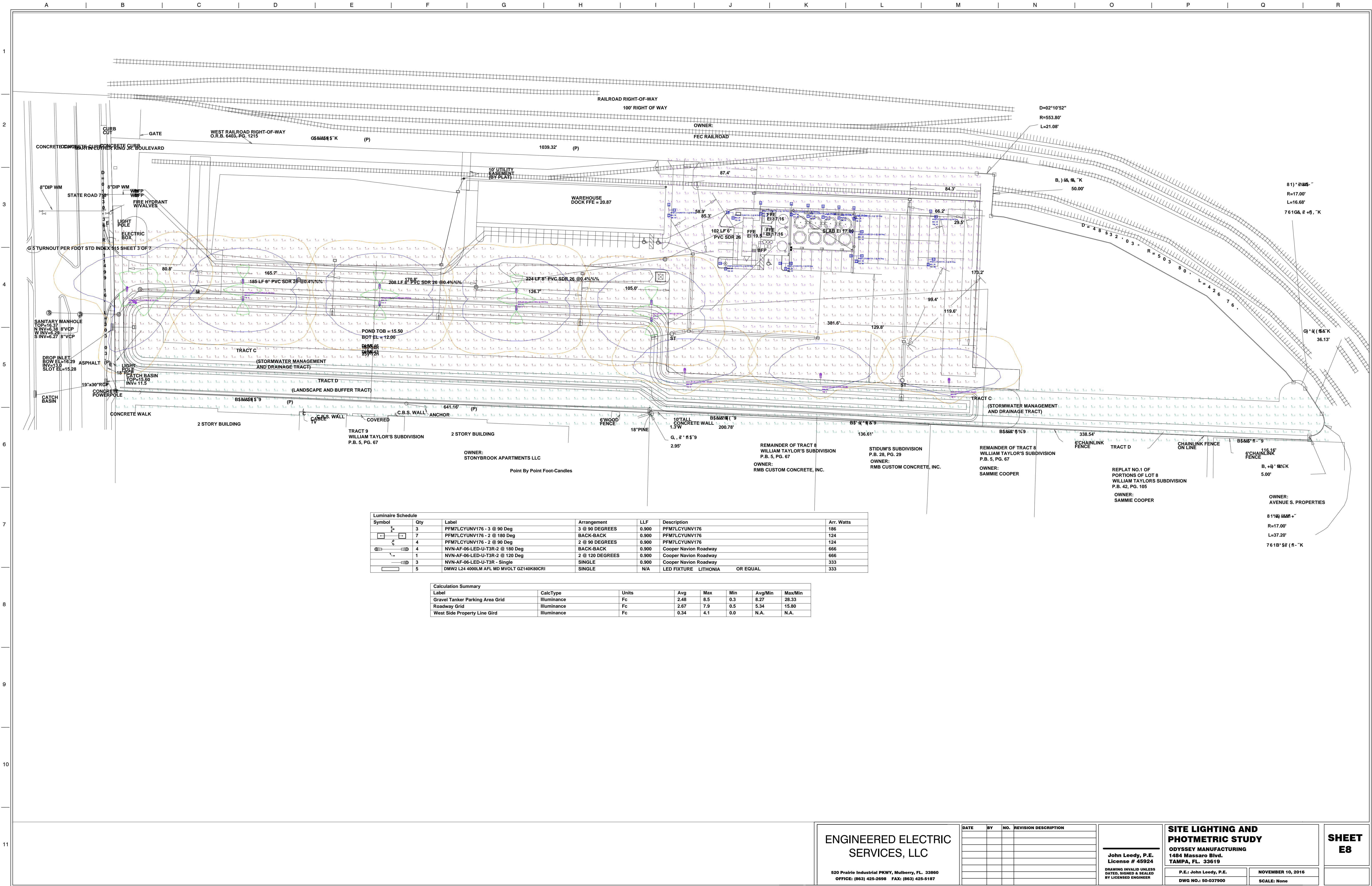
**PARTIAL PLAN VIEW
POWER PLAN**
ODYSSEY MANUFACTURING
1484 Massaro Blvd.
TAMPA, FL. 33619

P.E.: John Leedy, P.E.
DWG NO.: 50-037900

NOVEMBER 10, 2016
SCALE: None

**SHEET
E6**





GROUNDING AND BONDING NOTES:

- A. BOND EVERY FOURTH PERIMETER COLUMN TO THE FOUNDATION/FOOTER TO FORM THE BUILDING'S GROUNDING ELECTRODE. UTILIZE BARE 4/0 AWG SOLID COPPER CONDUCTOR AND CADWELD BRAND EXOTHERMIC CONNECTORS BOTH ABOVE AND BELOW GRADE WHEN FORMING THE ELECTRODE SYSTEM. NO SUBSTITUTIONS FOR MATERIAL WILL BE ACCEPTED. PROVIDE MADE ELECTRODES FOR THE UTILITY SERVICE TRANSFORMER AND EMERGENCY GENERATOR AS SHOWN ON THE PROJECT DRAWINGS. MAXIMUM RESISTANCE TO REMOTE EARTH OF THE BUILDING'S GROUNDING ELECTRODE SYSTEM (WITHOUT UTILITY NEUTRAL) SHALL BE 5 OHMS.
- B. BOND THE EQUIPMENT GROUND BUS OF THE SERVICE ENTRANCE EQUIPMENT AND THE GENERATOR'S MADE ELECTRODE DIRECTLY TO THE BUILDING'S GROUNDING ELECTRODE TO FORM A COMMON GROUNDING ELECTRODE SYSTEM. UTILIZE BARE 4/0 AWG SOLID COPPER CONDUCTOR, AND ALL SUB-GRADE CONNECTIONS AND COLUMN CONNECTIONS SHALL BE MADE WITH CADWELD BRAND EXOTHERMIC CONNECTORS. NO SUBSTITUTION ALLOWED. ABOVE GRADE CONNECTIONS SHALL BE WITH THE APPROPRIATE BOLTED OR COMPRESSION CONNECTION.
- C. BOND THE EQUIPMENT GROUNDING BUS OF SEPARATELY-DERIVED SYSTEMS TO A BUILDING COLUMN. COLUMN CONNECTIONS SHALL BE MADE WITH CADWELD BRAND EXOTHERMIC CONNECTORS. NO SUBSTITUTIONS ALLOWED. OTHER ABOVE GRADE CONNECTIONS SHALL BE WITH THE APPROPRIATE BOLTED OR COMPRESSION CONNECTION. REFER TO THE TRANSFORMER WIRING SCHEDULE FOR SIZE OF ELECTRODE CONDUCTOR.
- D. PROVIDE A BONDING JUMPER FOR ANY EQUIPMENT, MOTOR, LUMINAIRE OR DEVICE TO WHICH CURRENT CARRYING CONDUCTORS ARE CONNECTED THAT IS NOT BONDED DIRECTLY TO THE GROUNDING SYSTEM. CONNECT THE BONDING JUMPER TO APPROVED LUGS AND GROUNDING CONDUIT BUSHINGS OR CLAMPS. ALL CONDUIT SHALL CONTAIN AN EQUIPMENT GROUNDING CONDUCTOR PER THE PROJECT DRAWINGS.
- E. ALL GROUNDING OR BONDING CONDUCTORS SHALL BE SIZED AS SHOWN ON THE PROJECT DRAWINGS, AND SHALL BE INSULATED THWN OR XHHW COPPER AS REQUIRED BY ENVIRONMENT WITH A CONTINUOUS GREEN CODING.
- F. PROVIDE SUCH INSULATION RESISTANCE TESTS AS REQUIRED BY THE NEC OR INSPECTION AGENTS, AND OTHER TESTS AS REQUIRED BY THE ENGINEER TO DETERMINE PROPER FUNCTIONING AND CONTINUITY OF THE ELECTRICAL SYSTEMS. ONCE ALL STEEL FOR THE BUILDING IS ERRECTED AND PRIOR TO CONNECTION OF THE UTILITY AND SERVICE-ENTRANCE EQUIPMENT, ELECTRODE RESISTANCE TESTS (PERFORMED IN ACCORDANCE WITH ANSI/IEEE 81) SHALL BE CONDUCTED UNDER THE DIRECTION OF THE ELECTRICAL ENGINEER. PROVIDE ALL APPROPRIATE TEST EQUIPMENT, ELECTRODES AND CONNECTING WIRE FOR THESE TESTS.

FACILITY GROUNDING AND BONDING DIAGRAM

GROUNDING DIAGRAM NOTES:

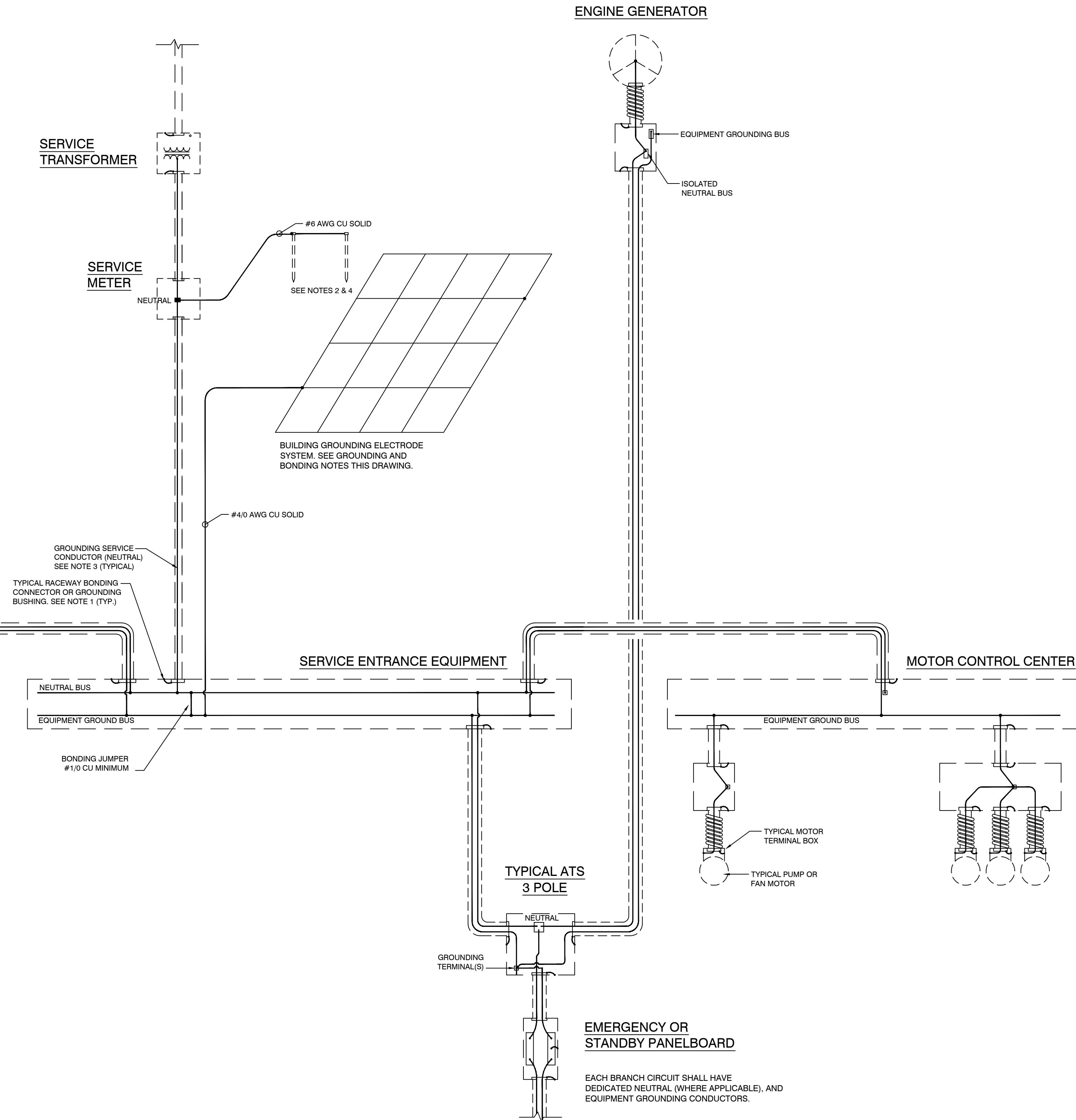
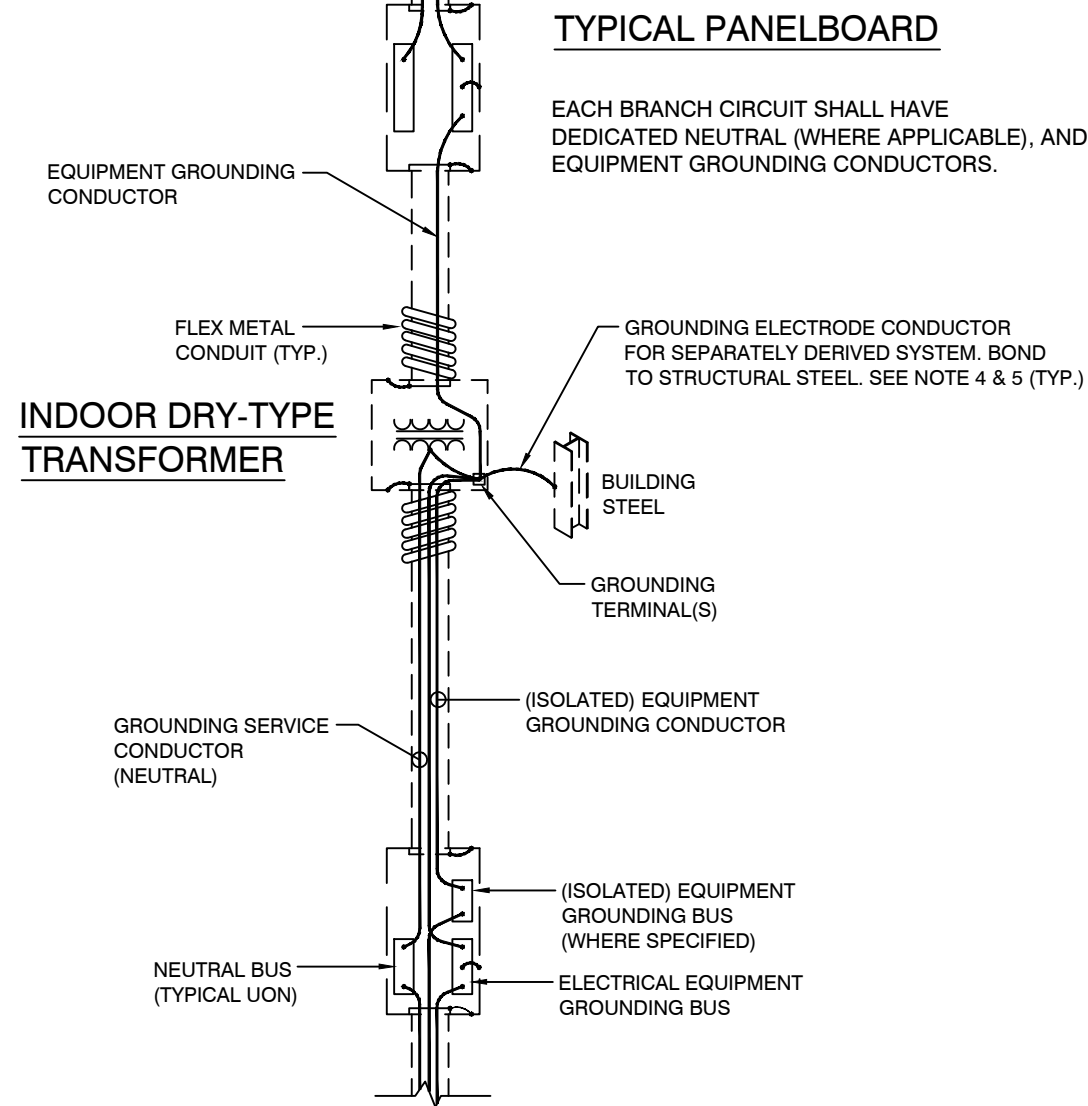
1. AT THE MAIN SERVICE ENTRANCE AND/OR WHERE EQUIPMENT HAS PREFABRICATED CONCENTRIC KNOCK-OUTS, UTILIZE GROUNDING BUSHINGS WITH CU BONDING JUMPERS PER N.E.C. 250.90, GEC SEE NEC TABLE 250.66 ON THIS SHEET.
2. PROVIDE A MADE ELECTRODE IN THE FORM OF DRIVEN GROUND RODS, BONDED TO THE BUILDING'S GROUNDING ELECTRODE SYSTEM. ALL ELECTRICAL WORK SHALL COMPLY WITH REQUIREMENTS SET FORTH BY LOCAL UTILITY COMPANY.
3. FOR GROUNDED SERVICE CONDUCTOR (NEUTRAL) AND EQUIPMENT GROUNDING CONDUCTORS, SEE SINGLE LINE RISER DIAGRAMS.
4. ALL BONDING CONNECTIONS BELOW GRADE OR OTHERWISE OBSTRUCTED FROM PERIODIC INSPECTION SHALL BE MADE WITH EXOTHERMIC TYPE CONNECTIONS. CADWELD TYPE WITHOUT EXCEPTION.
5. SEE NEC TABLE 250.66 AND 250.122 ON THIS SHEET FOR GROUNDING ELECTRODE CONDUCTOR (GEC) AND EQUIPMENT GROUNDING CONDUCTOR (EGC) SIZES.

NEC TABLE 250.66 GROUNDING ELECTRODE CONDUCTOR, GEC

Copper	GEC Size
2 or smaller	8
1 or 1/0	6
2/0 or 3/0	4
Over 3/0 tp 350	2
Over 350 to 600	1/0
Over 600 to 1100	2/0
over 1100	3/0

NEC TABLE 250.122 MINIMUM SIZE EQUIPMENT GROUNDING CONDUCTORS, EGC

Overcurrent Device Setting	Copper EGC Size
15	14
20	12
60	10
100	8
200	6
300	4
400	3
500	2
600	1
800	1/0
1000	2/0
1200	3/0
1600	4/0
2000	250
2500	350
3000	400
4000	500
5000	700
6000	800







Third Party
ENVIRONMENTAL RISK ASSESSMENT

Proposed Odyssey Manufacturing Co.
Bleach Distribution Facility
1501 Dr. Martin Luther King Jr. Boulevard
Parcel #56-43-42-32-43-001-0000
Parcel #56-43-42-32-43-003-0000
Parcel #56-43-42-32-43-004-0000
Riviera Beach, Florida 33404



View of Subject Property



View of Existing Tampa Facility Tanks

PREPARED FOR:

Mr. Terrence Bailey, PE, Director
Department of Community Development
City of Riviera Beach
600 W. Blue Huron Boulevard
Riviera Beach, Florida 33404

PREPARED BY:

Environmental Risk Management, Inc.
ERMI File No. E3685A
January 20, 2017

January 20, 2017

Mr. Terrence Bailey, PE, Director
Department of Community Development
City of Riviera Beach
600 W. Blue Huron Boulevard
Riviera Beach, Florida 33404

RE: Third Party Environmental Risk Assessment
Proposed Odyssey Manufacturing Co.
Bleach Distribution Facility
1501 Dr. Martin Luther King Jr. Boulevard
Parcel #56-43-42-32-43-001-0000
Parcel #56-43-42-32-43-003-0000
Parcel #56-43-42-32-43-004-0000
Riviera Beach, Florida 33404
ERMI File No. E3685A

Dear Mr. Bailey:

Environmental Risk Management, Inc. (ERMI) was authorized by Odyssey Manufacturing Co. (Odyssey) on January 9, 2017 to prepare this third-party report for the proposed development on the property referenced above as requested by the City of Riviera Beach Planning Department on December 7, 2016.

This report documents our assessment of Odyssey's proposed Sodium Hypochlorite (bleach) distribution operations, the results of project and regulatory document reviews, the findings of our assessment of Odyssey's Tampa bleach distribution facility (which has the same design and operation as the proposed facility), and the results of our site reconnaissance of the subject property.

The focus of the investigation was to assess the potential environmental risks to residents and property in the site vicinity that could result from Odyssey's proposed bleach distribution facility at the three parcels referenced above. An Executive Summary is presented in **Section 1.3** of this report. Please call us at 1-888-ENV-MGMT (1-888-368-6468) if we can be of additional service.

Sincerely,
ENVIRONMENTAL RISK MANAGEMENT, INC.



Chad Ward, PG
Professional Geologist



Steve Hilfiker, MS, LEP
Principal Scientist



Environmental Risk Management, Inc.

Licensed Engineering & Geology Firm • Assessment & Remediation Consultants

SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report has been prepared by ERMI for the City of Riviera Beach and Odyssey Manufacturing Co. under the professional supervision of the principal and/or senior staff whose signatures appear hereon. Neither ERMI, nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject or surrounding properties or which may be responsible for environmental issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments founded upon the findings of the investigations identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care.

Environmental Risk Management, Inc. (ERMI) declares that Stephen F. Hilfiker meets the definition of Environmental Professional as defined in Paragraph 312.10 CFR 312.

Stephen F. Hilfiker has specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property.

Environmental Risk Management, Inc.
Stephen F. Hilfiker, M.S., LEP
Principal Scientist
President

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1.0 INTRODUCTION

1.1 PURPOSE

This third party evaluation was requested by the City of Riviera Beach Planning and Zoning Department to assess the potential environmental risks associated with the proposed Odyssey Manufacturing Co.'s (Odyssey) sodium hypochlorite (a.k.a. "bleach") distribution facility at the subject property (parcel numbers 56-43-42-32-43-001-0000, 56-43-42-32-43-003-0000, and 56-43-42-32-43-004-0000), which is identified in this report as 'subject property', 'site' or '1501 Dr. Martin Luther King Jr. Blvd.' (a.k.a. "MLK").

The objective of this investigation is to assess potential environmental risks in connection with the proposed use of the subject property. Potential impacts to adjacent residents and property in the site vicinity associated with Odyssey's proposed bleach distribution operations, under both normal and unexpected conditions, have been assessed and the results are presented in this report.

1.2 SCOPE OF WORK

Environmental Risk Management, Inc. (ERMI) has completed a third-party environmental assessment of Odyssey's proposed operations for a sodium hypochlorite (a.k.a. "bleach") distribution facility to be located at 1501 Dr. Martin Luther King Jr. Blvd, Riviera Beach, Florida.

The assessment consisted of the following activities:

- Evaluate all documents submitted by Odyssey on its proposed operations
- Research of regulatory and other documents determined relevant by ERMI
- Visit Odyssey's new Tampa bleach distribution facility located at 5321 Hartford Street, Tampa, Florida 33619
- Visit Odyssey's manufacturing plant and headquarters located at 1484 Massaro Boulevard, Tampa, Florida 33619
- Visit Odyssey's proposed site in Riviera Beach located at 1501 Dr. Martin Luther King Jr. Boulevard, Riviera Beach, Florida 33404

ERMI conducted the assessment of Odyssey's Tampa distribution facility, which has a nearly identical design and operations as the proposed facility, on January 17, 2017. ERMI visited Odyssey's Tampa manufacturing facility January 17, 2017. ERMI visited the subject property and site vicinity on January 18, 2017.

Research and observations were conducted in an attempt to identify potential sources of releases of sodium hypochlorite into the air, soil, or groundwater of the property in the site vicinity, and the impact of such releases to neighbors and property.

1.3 EXECUTIVE SUMMARY

The only hazardous substance that will be stored and handled at Odyssey's Riviera Beach distribution facility is sodium hypochlorite, also known as liquid bleach.

No manufacturing of sodium hypochlorite will be performed at the site. The proposed operation is exclusively a liquid bleach distribution plant.

Chlorine gas will never be manufactured on, delivered to, stored on, handled by, or distributed from the subject property, based on the proposed operations.

Based on our inspection of the nearly identical bleach distribution facility recently developed by Odyssey in Tampa, exposure to liquid bleach is not considered a risk to neighbors or property in the vicinity of the proposed development at the subject property.

Please refer to **Section 4.0** of this report for photo documentation of the entire process of liquid bleach delivery by rail, offloading into storage tanks, loading from tanks to tankers, control and monitoring operations, and a description of spill prevention, containment, risk management and safety protocols that is proposed for the Riviera Beach site.

Liquid bleach is non-flammable and non-explosive. It is considered a hazardous substance primarily due to irritation if exposed to skin and eyes. On-site workers wear protective equipment as a precaution to prevent exposure.

In the event of a spill on site, the storage tanks and tanker loading areas are designed to contain and collect discharged product, including the use of sumps designed to pump bleach back into the tanks, and storm water into wastewater tanks. Based on our review of standard operating procedures, risk management plans and safety protocols, most spills would be contained. Based on the monitors and spill control measures in place at the site, most uncontained spills would meet the regulatory definition of de minimis. An uncontained reportable discharge is considered unlikely, and its impacts would be limited to soil and groundwater. Staff is trained to respond and manage risks if such a discharge were to occur. Exposure risks to neighbors or off-site property is not likely. An off-site spill is not likely.

Procedures, controls, equipment, training, and policies are in place for risk management and the prevention of accidents. Unlikely catastrophic scenarios such as fire, severe weather, airplane crashes, and train wrecks have been considered. In the event of a worst case scenario, exposure to neighbors via vapors, direct contact, surface water, or drinking water is considered unlikely. The product is a non-flammable liquid and may impact soil and groundwater in a worst-case scenario, but is not considered a vapor or

exposure risk. No combustible materials were observed in the vicinity of the tanks or loading areas at the Tampa facility and none are planned for the proposed operation.

Based on our assessment of the nearly identical Odyssey facility currently in operation in Tampa, odors, noise, and other aesthetic concerns to residents in the site vicinity are considered de minimis.

Based on our review of Odyssey's safety, risk, spill and emergency management plans, and certified technical reports prepared by others and provided to ERMI by Odyssey for review as part of this assessment, traffic, lighting, aesthetics, landscaping, environmental impacts, waste disposal, site stability for development based on geotechnical data, wastewater and storm water management, site security, and site safety should not represent concerns to neighbors and property associated with the proposed operations.

Based on our research, the risks to nearby residents and property are minimal and manageable with plans in place to address any spill or accidental issues that may arise on the subject property.

The proposed development appears to have significant economic benefits to the community and all environmental risks appear to be well-managed.

2.0 CHEMICAL EXPOSURE & REGULATORY RESEARCH

2.1 RISK MANAGEMENT CONSIDERATIONS

Storage, handling and disposal are important factors to investigate when assessing the management of chemicals at a facility. The only hazardous substance that will be stored and handled at the proposed facility is sodium hypochlorite, also known as liquid bleach. It will be delivered to the site by rail, pumped to contained above-ground storage tanks, and distributed from the site through tanker trucks. Sodium hypochlorite will not be disposed of at the subject property.

No manufacturing of sodium hypochlorite will be performed at the site. Chlorine gas and sodium hydroxide, which are dangerous substances that are associated with method of manufacturing sodium hypochlorite, will never be delivered to, stored on, handled by, or distributed from the subject property, based on the proposed operations. The proposed operation is exclusively a liquid bleach distribution plant.

All storage areas are contained as described in the spill prevention sections below. No handling of bleach is conducted. The bleach is simply pumped in a secure manner through industrial grade hoses and piping from railcars to tanks to tankers in a strictly controlled and monitored process as described in Section 4.0.

2.2 REGULATORY RESEARCH

Sodium hypochlorite is regulated by the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA) as a hazardous substance. Liquid bleach is corrosive and an irritant to eyes, skin, nose, throat and lungs under direct dermal or inhalant exposure conditions.

Based on our research, on-site worker exposure is a potential health risk, however, for properly trained workers operating under strict safety protocols with protective personal equipment (as needed) this risk is considered managed. ERMI has reviewed Odyssey's risk management and safety protocols, observed facility operations, and reviewed personnel files and concludes the risks to workers appear well-managed. Exposure to liquid bleach is not considered a risk to neighbors.

The tanks that will be used at the subject property are exempt from the FDEP Tanks Rule, Florida Administrative Code (FAC) Chapter 62-762:

Systems used exclusively for the storage of aqueous solutions of sodium hypochlorite are exempt from the requirements of this chapter {FAC Rule 62-762.301(2)(x)}.

A discharge of sodium hypochlorite may be regulated by FAC Chapter 62-780, 'Contaminated Site Cleanup Criteria' if soil or groundwater impacts are identified above applicable cleanup target levels for chemicals of concern associated with bleach solutions.

Laboratory analyses of sodium hypochlorite from existing Odyssey operations identified chloride, sodium, chlorate, and iron in samples of bleach product collected in July and November, 2016. Perchlorate and bromate, which can form in bleach as it decomposes, were not detected. Odyssey carefully manages its inventory to maintain fresh product for its customers as described in **Section 4.0**.

Based on our review of the OCULUS database, Odyssey has no discharge reports on file with the FDEP. Inspection reports and administrative documents were the only files identified in the database.

2.3 SUMMARY OF SPILL PLAN

In the event of a spill on site, the storage tanks and tanker loading areas are contained with bermed concrete which drain to sumps designed to pump the bleach back into the tanks. The sumps are also designed to pump storm water into wastewater tanks. Impacts to soil and groundwater are considered unlikely in the contained areas.

Bleach will be delivered by rail and pumped into eight, 40,000-gallon aboveground storage tanks located on the property. The railcar unloading rate is approximately 150 gpm. According to Odyssey, a railcar is unloaded in about 2 hours and 15 minutes. The offloading hoses are three inches in diameter with a maximum length of 100 feet. Therefore, based on the following calculation, the hoses will hold a maximum of 37 gallons ($1.5 \text{ inches} \times 1.5 \text{ inches} \times 3.14 \times 7.48 \text{ ft}^3/\text{gal} \times 100 \text{ ft} / 144 \text{ in per ft}^2$). If a hose releases or breaks, either the operator monitoring the loading activity would manually shut down the unloading by hitting one of the emergency stop switches (see Section 4.0), and the pressure switch on the bleach unloading line would also shut down the unloading process. The hose is rated for 200 pounds per square inch (psi) and is inspected each time before use. The operating pressure is approximately 30 psi. Thus, a hose break is a very low probability accident that would not likely lead to a significant discharge. Based on EPA and Odyssey records, a reportable bleach discharge would be over 100 gallons.

See Section 6.5 for additional information regarding the Odyssey Spill Prevention and Control Plan.

2.4 NOT CHLORINE GAS

Chlorine Gas vs. Sodium Hypochlorite

There are two ways to manufacture sodium hypochlorite: (1) A salt to bleach plant (similar to Odyssey's main manufacturing facility); and (2) Utilizing railcars of chlorine gas and sodium hydroxide (a.k.a. caustic). Regardless of the method of manufacturing, once sodium hypochlorite is manufactured it remains a stable compound containing a sodium, chlorine and oxygen molecule. By way of comparison, salt is also a stable compound containing a sodium and chlorine molecule. When sodium hypochlorite is spilled or inadvertently released to the environment, it eventually reverts to salt as the water molecule it contains is evaporated off.

ERMI understands and concurs with citizen concerns regarding chlorine gas. However, environmental and health risks at a plant containing chlorine gas and one containing liquid bleach are not the same. They are two completely different chemicals. One is a dangerous gas being phased out of the marketplace and one is a much safer alternative that is replacing it for use as a disinfectant in water and wastewater plants.

The proposed facility will not utilize or store chlorine gas in any way. No manufacturing will occur. The proposed operation reviewed by ERMI is exclusively for distribution of liquid bleach.

2.5 CITY OF RIVIERA BEACH EXPERIENCE WITH CHO-WHITE CHEMICALS

Clo-White Chemicals was a chemical manufacturer who specialized in manufacturing cleaning products including ammonia and sodium hypochlorite. In addition to the dangerous manufacturing operations, Clo-White also distributed sodium hypochlorite. They began operations in Riviera Beach in the late 1980's and finally shutdown in 2001. ERMI understands and concurs with citizen concerns regarding the former Clo-White operation.

The former Clo-White operations included significant environmental risks which are not present at the proposed operation. Any comparison between the two facilities would not be accurate with the exception of the distribution of liquid bleach. Clo-White kept railcars of chlorine gas, sodium hydroxide (caustic) and ammonia on their site. Odyssey will have none of these chemicals on-site.

The following is an excerpt of an FDEP report on Clo-White detailing their releases (all of which were toxic gases):

EPA records indicate that over 127,000 total pounds (lbs.) of chlorine gas and over 10,000 lbs. of ammonia gas were released as fugitive or non-point emissions between 1992 - 1999. Over 100,000 lbs. of the total amount of chlorine was released in a single year, 1992.

The only similarity between the operations pertains to distribution of sodium hypochlorite, which is not considered to represent a significant environmental risk as described throughout this report. Clo-White utilized many dangerous chemicals on-site which are not associated with a facility that is limited to the distribution of liquid bleach.

3.0 PROPOSED DEVELOPMENT OVERVIEW

3.1 ODYSSEY MANUFACTURING CO.

The following is based on information provided by Patrick Allman, General Manager of Odyssey, via documentation and interviews.

Odyssey Manufacturing Co. formed in 1998 and is headquartered at 1484 Massaro Boulevard, Tampa, Florida 33619. Odyssey manufactures and distributes sodium hypochlorite via tankers. Odyssey's manufacturing facility located in Tampa uses salt and water to make bleach via an electrolysis process.

Over 95 percent of Odyssey's customers are industrial operations consisting of primarily water and wastewater plants. The remainder of its customers are water parks and retail pool stores which use or resell sodium hypochlorite.

In addition to being a sodium hypochlorite manufacturer, Odyssey is also a licensed plumbing and general contractor specializing in chemical system design, permitting, equipment supply and installation, and service work.

Odyssey recently executed an agreement with Olin Chemical to import sodium hypochlorite by railcar into Florida and be its exclusive bleach distributor in Florida. In order to fulfill its commitments to Olin and to expand its business, Odyssey plans on building four distribution facilities around the State of Florida. Odyssey recently completed the construction of the first such facility located in Tampa, Florida (see [Section 4.0](#)). Odyssey is proposing the subject property as the location of its second bleach distribution facility in Florida.

3.2 GENERAL DESCRIPTION OF THE SUBJECT PROPERTY

The subject property consists of three parcels of land, zoned General Industrial (GI), combined as approximately 8.97 acres. It is ERMI's understanding, based on information provided by Odyssey, that the proposed operations are consistent with approved GI land uses, and there are no variances, exemptions or other legal exceptions that Odyssey requires to use this property.

The eastern and southern boundaries of the property are contiguous to a five-track railroad right of way owned by Florida East Coast railroads. The site has approximately 300 feet of frontage on MLK along the northern site boundary. The western boundary is contiguous to Stony Brook Apartments (northern 600') and various concrete and transportation entities (southern 850').

3.3 SITE DEVELOPMENT PLAN

Odyssey has designed the site plan to minimize potential impacts to the Stony Brook residents. Based on the ERMI site visit and review of development plans, no bleach loading activities will occur within 300 feet of the apartment property.



Based on ERMI review of the landscaping plan prepared by Conceptual Design Group, Inc., the northern 641 feet of the subject property will be a storm water management retention pond and landscaped grounds.




As described in [Section 5.0](#), the proposed tank containment location was measured 805 feet south of the current chain link fence located along the northern site boundary. The northwest corner of the proposed containment location was measured 358 feet from the southeast corner of the closest apartment building.

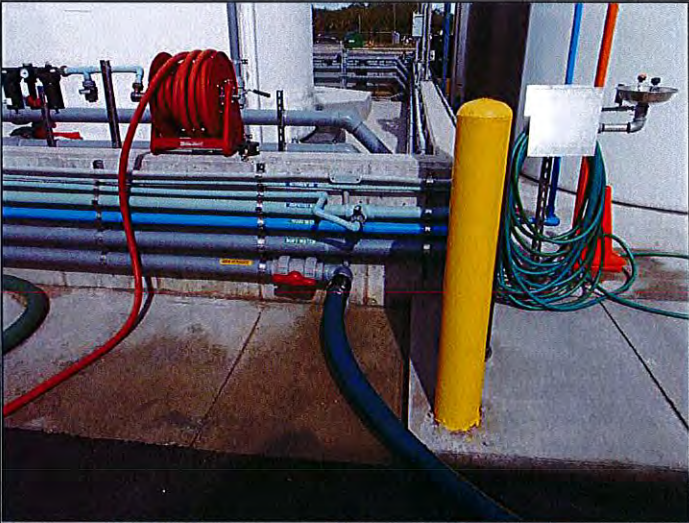


4.0 TAMPA SITE RECONNAISSANCE

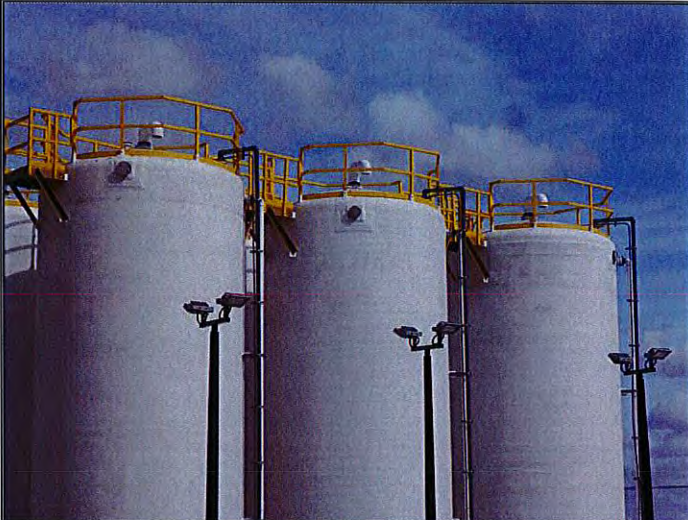


The Odyssey bleach distribution plant visited by ERMI on January 17, 2017 is located at 5321 Hartford Street in Tampa, Florida on approximately 16 acres. The land uses in the site vicinity are industrial and vacant land. ERMI observed the entire process of railcar off-loading to the stationary tanks, and the loading of bleach from the tanks to a tanker truck on January 17, 2017 at the Tampa facility. Brian Thaxton, Plant Supervisor, and Pat Allman, General Manager, were on site and interviewed regarding facility operations. The operations are described in the text and photos below. These operations are the same as those proposed for the subject property. Three tanker railcars had mobilized to the site prior to ERMI arrival. Upon arrival, ERMI was unaware the car was actively offloading. No sound or odors were detected.



Photos of Bleach Delivery by Rail and Off-loading into Contained Storage Tanks

1	Railcars, tanks, and lighting as it would appear on the subject property looking northwest from across the tracks, east of the site.	
2	The railcars were properly labeled with the placards required by the Department of Transportation.	

3	Note the fill and release ports are on top of the tank.	
4	Securely threaded and clamped hose and piping connection. Blue hose rated for 200 PSI.	
5	Offloading hose from top of railcar over impervious surface to tank piping at ground level.	

6	Securely connected hose to piping. Note base of tanks and the tank containment area surrounding the tanks.	
7	Note the telemetry to properly document and monitor the operation. Note the proximity of the numerous emergency stop switches in the event of hose release or breach, both of which are considered highly unlikely.	
8	View of cars, piping, tanks, containment, light posts. Note worker with precautionary protective clothing and goggles.	

9	View of top of tanks, tank vents, security lights.	
10	Inside of tank containment.	
11	Float-switch sump-pump inside containment. Storm-water is pumped to wastewater tank, and in the unlikely event of a spill, bleach would be filtered (note blue cartridge) and pumped back into tanks.	

12	Note secure tank foundation, steel-reinforced concrete pad.	
13	Multiple telemetry stations and stop switches to properly document and monitor the operation.	

The Tampa site is designed for eight, 40,000 gallon tanks. Six were observed in the containment area. The tank containment wall was measured four feet high in the corner with the sump. The floor of the containment area slopes up to the opposite corner of the containment to enable gravity flow of any spill to the sump shown in photo 11 above.



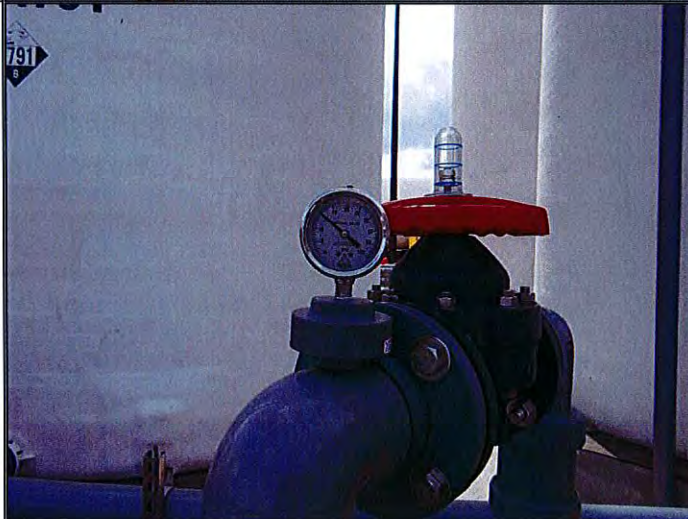
ERMI observed the tanker mobilize to the fill location (see photos below). The driver makes the hose connections and programs the load in the portal, including which tank will provide the sodium hypochlorite. The source tank selection is based on the age of the product. The storage tank with inventory that has been at the facility the longest is selected as the source tank. As described in Section 2.3, Odyssey manages the duration of bleach storage on-site to maintain quality of the product and to minimize breakdown of the bleach.




No bleach odors were detected during filling operations from the rail or the tanks until within 10 feet of the pumps. The odor detected was extremely faint and it immediately dissipated. The




bleach-loading pumps created very little noise during the truck-loading procedure in the immediate vicinity of the truck. At a distance of roughly 100 feet, the only sound was the diesel truck engine.

Photos of Bleach Loading from Tanks to Tanker over Contained Loading Area

14	Secure hose connections as described in photo 4 above.	
15	The green hose is precautionary for drainage in the event of tank overfill. The blue hose loads the truck.	

16	<p>The tanker capacity is 5,400 gallons and the operator is setting the load for 5,000 gallons.</p>	
17	<p>Note the slope of the containment area, which would drain any spill to the sump.</p>	
18	<p>30 pounds per square inch (PSI) of pressure. (see next photo)</p>	

19	The hose is rated for 200 PSI.	
20	Emergency stop switches are within 20 feet of loading operations.	
21	Two sumps; one in containment as described above, and one in sloped contained loading area (see next photo).	

22	Loading area sump, base of wastewater tank, pumps and piping.	
23	Wastewater tank, two soft-water tanks and two (green) water-softeners.	
24	Alternate wastewater disposal port to the left of the eye-wash station. Wastewater disposal piping indicated at yellow arrow.	

Photos 22, 23 and 24 show the soft water tanks, wastewater tank and the water softeners. Water softening is needed because the bleach is registered with the EPA as a 10.5% sodium hypochlorite solution. The product delivered to the site varies typically in the 11 – 12% range. Soft water, purified by removing calcium and manganese from the site water source, is added to the bleach to bring the concentration into the acceptable range, which is +/- 1% of the registered concentration.

The green water softener tanks contain filters to remove hardness. After approximately 60,000 gallons of water, the filters need to be flushed to remove the calcium and manganese. All waste water from this process is pumped to the waste water tank for proper permitted disposal.

Water from the wastewater tank is tested per the requirements of the Industrial Pretreatment Permit. After analytical results confirm the water quality meets all applicable criteria, the water is pumped from the waste water tank to the sewer system. An alternate disposal method is plumbed for direct pumping for off-site disposal if necessary as shown in photo 24.

No combustible materials were observed in the vicinity of the rail, tank and tanker loading operations. As noted in the photos, all piping is metal, tanks are fiberglass and ground surface is concrete. Sodium hypochlorite is non-flammable and non-explosive. NFPA placards were observed on the tanks indicating a 0 flammability rating (non-flammable), a low reactivity rating of 1 (on a scale of 0 to 4), and a moderate health risk rating of 2 based on the bleach being a skin and eye irritant. All workers have safety goggles and splash protective clothing on at all times.

The operational controls and process monitoring software is accessible on worker cell phones, portals at the filling stations, in the electrical room, site office and at company headquarters in Tampa where attendants are on duty 24 hours a day 7 days a week. ERMI viewed the security footage on the Plant Supervisor's cell phone during the tanker filling operation, and the monitors in each of these locations.

The electrical room includes a smart UPS battery backup with a 48-hour charge in the event of electrical power failure. The telemetry in electrical room, shown in photos below, is the same as observed on the cell phones and other monitors.


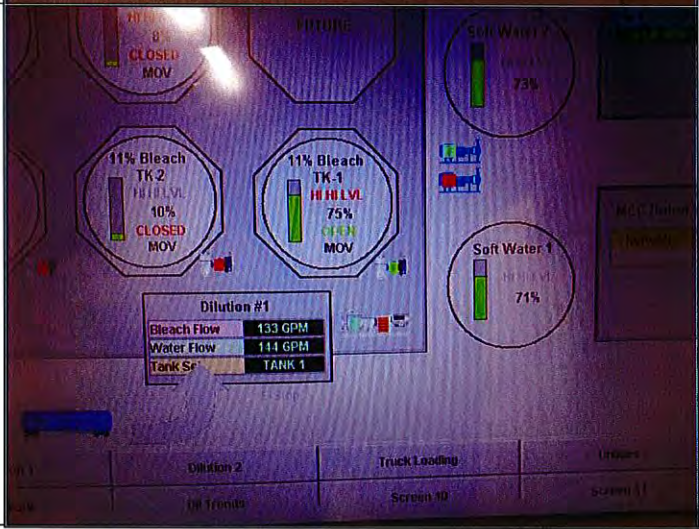
In the event of an approaching hurricane, bleach is in high demand. The facility stock is typically sold and the empty tanks are partially filled with water to secure the tanks. After the storm, the water is disposed of as industrial water through the sewer system per an approved permit. If electrical power is out after a storm, a generator panel was observed and all operations can be run with a generator until power is restored.

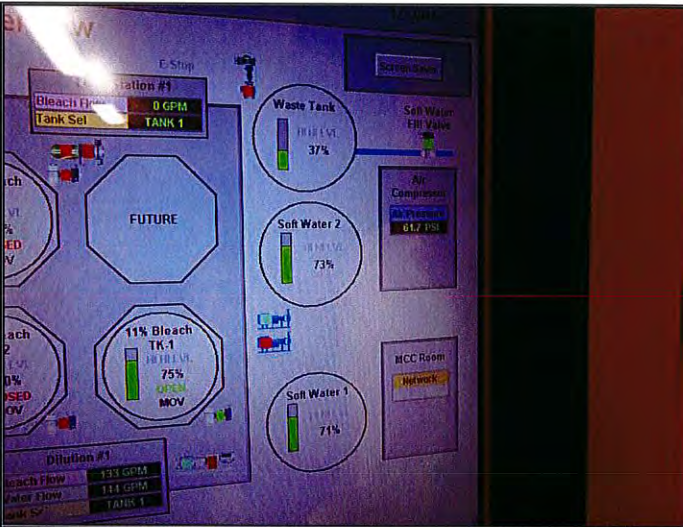
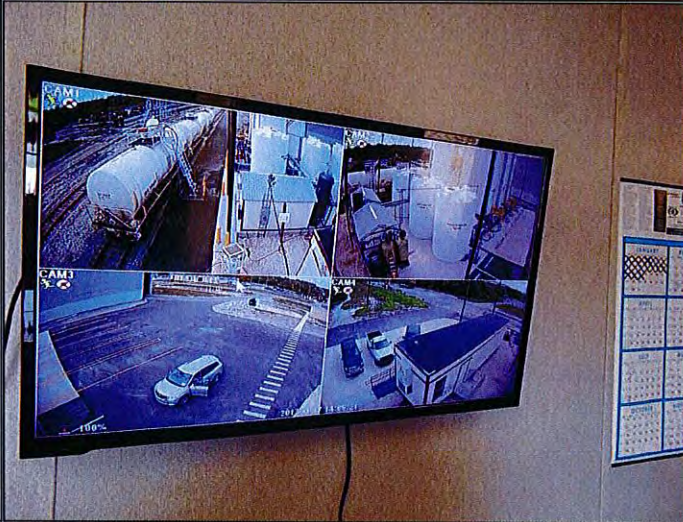

A blue sensor observed on the top of each tank is a high level switch which will stop flow into the tank if levels get too high. The orange sensor observed on each tank monitors the bleach level. If levels reduce at a rate that does not correspond to loading activity, it would indicate a

potential spill into the containment area that would prompt an alarm and an investigation into the fluid level.

Camera shots of truck loading, tanks, railcars, and the office building were observed on site from the supervisor's cell phone. In the unlikely event of a spill, alarms sound in the filling area and notifications are immediately transmitted to the cell phones, office computer monitors, and to headquarters in Tampa. See photos below.

Photos of Monitoring Stations at Distribution Site and at Tampa Central Headquarters

25	Monitor at distribution site showing all tanks and inventory data.	
26	Tank 1, 11% bleach solution, actively loading at 75% capacity.	

27	Fluid levels in waste and soft-water tanks.	
28	Security footage of railcars, office, tanks, and loading areas.	
29	Control room in Tampa headquarters.	



Additional observations included four worker safety wash stations, fire extinguishers, water hoses, and security cameras. The entire area is paved with impervious concrete or asphalt, with the exception of the gravel beneath the railroad.

In summary, ERMI observed the entire sodium hypochlorite delivery, railcar off-loading, tank storage and containment, tanker truck loading, release detection equipment, monitoring operations and safety protocol.

All operations were conducted in a controlled and contained manner as documented in the SOPs and risk-management plans. Risk management, severe weather, spill containment, structural design, wastewater, spill prevention, noise, odor and safety issues all appear well-managed. The operations are not considered to represent a risk to neighbors or property in the site vicinity.

5.0 RIVIERA BEACH SITE RECONNAISSANCE

Riviera Beach site observations were conducted on January 18, 2017. The subject property is approximately 8.97 acres.

ERMI met Odyssey Representative Pavol Plecenik, Technologies Manager on site. The photographs below are of the proposed tank and containment area, adjacent properties and various views of the subject property.



The distance from the northwest corner of the proposed containment area to the south east corner of the apartment building was measured 358 feet. The concrete batch plant located adjacent south of the apartment complex is closer than the proposed tank area and the batch plant appears to be taller and more visible to the apartment than the proposed tanks will be.




Based on the Tampa distribution site visit, neighbors will rarely if ever detect bleach odors.




Based on the Tampa site visit, the loudest sound associated with the bleach distribution facility will be from the trucks coming into out of the site.




No evidence of environmental impact was observed on the subject property during the site visit.

Photos of Subject Property and Location of Proposed Operations as Depicted Above

31	Subject property. Northwest corner of proposed containment area, looking northwest. Note distance to apartments.	
32	Subject property. Northwest corner of proposed containment area, looking west at concrete batch plant, which exceeds the height of the proposed tanks.	

33	From northwest portion of subject property, looking south/southwest at apartments and concrete batch plant.	
34	For landmark purposes, this photo shows the Earleaf Acacia tree and palms located in the proposed containment area.	
35	View from corner of apartment building looking southeast toward proposed tank area, which is in the center background of the photo, measured 358 feet away.	

36	View of subject property looking south from MLK, measured 805 feet north of proposed tank area.	
37	View of the Tampa distribution site, approximately 805 feet north of the existing tanks (to provide perspective of what the proposed tanks may look like from MLK).	
38	Existing rails on the subject property looking south.	

39	Rails and northern half of subject property looking north/northwest.	
40	View of northern third of subject property looking east.	
41	View of southern third of subject property looking west.	

As part of its due diligence, ERMI reviewed previously completed environmental assessment and geotechnical reports conducted by others for the subject property. The subject property is historically undeveloped land with the exception of agricultural uses in the 1940's – 1960's.

In January 2006, URS Corporation did a Phase I and limited Phase II Environmental Site Assessment (ESA) on the subject property. Their findings were as follows: "Based on the findings of this Phase I ESA and limited Phase II testing, URS did not identify any evidence or current or historic recognized environmental conditions (REC's) in connection with the Site, and no further assessment is warranted." Limited Phase II analyses were to assess the activities of the adjacent facility operations. No impacts were identified.

ERMI reviewed a geotechnical report prepared by GFR in 2003 and another prepared by Ardaman in 2016. Neither report identified any concerns associated with potential development.

The land uses in the site vicinity are industrial, residential and vacant land. The adjacent properties observed during the study area search were:

North: Dr. Martin Luther King, Jr. Boulevard;

South: CSX Railroad and vacant land;

West: Stony Brook Apartments and Rinker Materials (Cement Plant);

East: CSX Railroad and Tropical Shipping.

No evidence of environmental impact was identified in the site visit.

6.0 PROPOSED OPERATIONS

6.1 DESCRIPTION OF PROPOSED OPERATIONS

Odyssey proposes to utilize the site for sodium hypochlorite distribution operations. No chemical manufacturing operations are proposed. This is consistent with their business plan as Olin's Florida distributor. The proposed operations are the same as those described in **Section 4.0** of this report.

The following information presented in the remainder of this section was provided to ERMI by Mr. Pat Allman, General Manager of Odyssey for inclusion with this report. ERMI has reviewed this information and the documents listed in **Section 8.3** of this report as part of this assessment.

Odyssey's Riviera Beach Distribution Center is expected to eventually sell 100,000 gallons of bleach per weekday which equates to twenty 5,000-gallon tanker trips per day over a 10-hour period (deliveries will be between 5:00 AM and 3:00 PM). All traffic would enter the site from the westbound lane of MLK and leave to the east on MLK. Odyssey expects to employ 20 personnel at the site and would hire locally. Site development will require an investment of over \$5 million (not including the cost of the land) which will increase the tax base on an industrial property that has been vacant and undeveloped since Riviera Beach was incorporated. CSX has approved rail service to the site and has told Odyssey that they will provide service on Tuesday and Thursday mornings. CSX currently delivers railcars to the railyard located adjacent to Odyssey seven days per week.

Odyssey will act as the General Contractor for the work and hire local trades to construct the facility. Odyssey specializes in chemical system construction having built over 3,000 chemical systems in Florida including the following in Palm Beach County: City of West Palm Beach Water Plant sodium hypochlorite, corrosion inhibitor, fluoride and ammonium hydroxide systems, City of West Palm Beach IBIS Booster Station ammonium hydroxide and sodium hypochlorite systems, NEFCO Biosolids Facility sulfuric acid, sodium hypochlorite and caustic systems, Matheson Gas sodium hypochlorite and sulfuric acid systems, City of Boca Raton Water Plant sodium hypochlorite system, City of Boca Raton Wastewater Treatment Plant sodium hypochlorite system, City of Boca Raton 18th Street Booster Station sodium hypochlorite system, City of Boca Raton Hidden Valley Booster Station sodium hypochlorite system, Town of Palm Beach Golf Course sodium hypochlorite system, Village of Tequesta sodium hypochlorite system upgrades, Town of Jupiter Booster Station sodium hypochlorite upgrades, City of Delray Beach sodium hypochlorite system upgrades, Village of Wellington Booster Station sodium hypochlorite system, City of Riviera Beach Water Plant Ground Storage temporary sodium hypochlorite system and the City of Riviera Beach Singer Island Booster Station temporary sodium hypochlorite system.

6.2 WASTEWATER MANAGEMENT

The proposed facility will have a concrete driveway with a curb that slopes to the east and north and is utilized as a tanker loading station area. Please refer to **Section 4.0** for photographs documenting the layout. There is a 2' x 2' x 2' sump in the northeast corner of the loading area that captures any liquids including rainwater. The sump is pumped out with a diaphragm pump that will pump the liquid to either the wastewater tank (for rainwater) or to a bleach tank (if a bleach loading line ruptures). There is also a large concrete "diked" containment area for the eight sodium hypochlorite tanks. This area slopes to the west and to the north and contains a 2' x 2' x 2' sump in the northwest corner that captures any liquids including rainwater. The sump is pumped out with a diaphragm pump that will pump the liquid to either the wastewater tank (for rainwater) or to a bleach tank (if a bleach tank or piping fails). Additionally, the backwash water (which uses soft potable water) for the water softeners goes to the wastewater tank. The backwash water is approximately 1,650 gallons for approximately every 60,000 gallons of

potable water that is softened by the water softeners. These are the only flows to the wastewater tank. The wastewater treatment tank can be pumped to the sanitary system (normal operation), back to the bleach tanks (as required to minimize operating expenses) or to a tanker truck for off-site disposal (if necessary for any reason).

If the wastewater tank is to be discharged to the sanitary system, it is first sampled for pH and chlorine residual. The tank can only be discharged to the sanitary system if it meets the City of West Palm Beach pre-treatment criteria which includes a pH of 5.5 – 9.5 and no chlorine residual. If the industrial wastewater is outside these bands it will be added to either a bleach tank (normal operation) or pumped to a tanker for off-site disposal (abnormal and not expected operation). Based on operations at its other facilities, Odyssey does not expect the pH or the chlorine residual to be such that it would ever preclude pumping to the sanitary system.

6.3 SECURITY & SAFETY PLANS

ERMI has reviewed Odyssey's proposed Security and Safety Plans, which appear to provide adequate measures to safeguard its site and facilities.

ERMI visited Odyssey's headquarters in Tampa, including the Control Room described in Section 4.0. We reviewed Odyssey's Safety Training Program for all of its employees. The company provides extensive computer-based training for its employees on an annual basis and additional training on an as-needed basis. The company maintains detailed training records and documentation for all of its employees. The safety training portal for individual training certifications, and representative personnel files were reviewed to demonstrate extensive training of Odyssey employees.

Odyssey's employees are trained in personal safety, risk management, and spill prevention. Any of Odyssey's employees (which would include all those in Riviera Beach) have the ability to pull up the view of each of the security cameras on their cell phones via simple internet access as described in Section 4.0.

6.4 RISK MANAGEMENT PLAN

The City of Riviera Beach requested that Odyssey perform and submit a Risk Management Plan for its proposed activities on the property. ERMI reviewed the Risk Management Plan, which concludes there is no off-site risk from Odyssey's proposed operations at the property.

Based on our review of the documents presented to ERMI by Odyssey, the ERMI research conducted in this assessment, and the observations of the properties in Tampa and Riviera Beach as described in this report, ERMI has not identified any significant risks to neighbors or property in the site vicinity. No human health impacts are anticipated and in the

unlikely event of groundwater impacts that could migrate underground off-site, Odyssey maintains sufficient pollution liability insurance.

6.5 SPILL PREVENTION & CONTROL PLAN

ERMI has reviewed Odyssey's Spill Prevention and Control Countermeasures Plan, which is designed to prevent and minimize the impact of any spills that may occur during facility operations.

Odyssey has designed the facility for continuous monitoring by the employees at the facility and its remote monitoring station in Tampa.

All of its local employees have access to numerous portals on site for monitoring and controls of facility operations. As described in **Section 4.0**, ERMI observed this technology at the Tampa Bleach Distribution facility.

The levels of the bleach tanks are monitored locally with pressure transducers and separate high limit switches. The outputs are read on a local monitoring system known as PLC. The PLC alarms for a high level in the bleach tanks from either the pressure transducer or the high limit switches. Either alarm shuts down bleach tank filling operations from the railcar until the alarm is investigated and cleared. The alarm sounds local horns and also autodial the on-duty supervisor. The alarm also goes off in Odyssey's Tampa Operations Center, which is staffed at all times.

There are four high level limit switches in the bleach tank containment area and in the two sump areas in the containment and tanker loading area that are set at 4" above the containment floor that will alarm if they contact any liquid. These switches also sound local horns and alerts the on-duty supervisor and the Tampa Operations Center.

During railcar offloading operations, if the line from the railcar gets depressurized for any reason, it automatically shuts down the railcar offloading operations.

During tanker loading operations, if the line to the tanker gets depressurized, it causes the bleach loading pumps to trip. Both of these controls also will alarm on the PLC resulting in local horns, autodialing of the on-duty supervisor and alarms at Odyssey's Tampa Operations Center. These controls minimize the possibility of a sodium hypochlorite leak or inadvertent discharge.

The level of the wastewater tank is monitored locally with an ultrasonic level sensor and a separate high limit switch and the outputs are read on the PLC. The PLC alarms for a high level in the wastewater tank from either the level sensor or the high limit switch. Either alarm shuts down the diaphragm filling pump and the backwash of the water softeners until the alarm is investigated and cleared. The alarm sounds local horns and also

autodial the on-duty supervisor. The alarm also goes off in Odyssey's Tampa Operations Center which is manned 24/7. All of these controls help minimize the possibility of a wastewater tank leak or inadvertent discharge.

7.0 CONCLUSIONS

Odyssey's proposed use of the property located at 1501 Dr. Martin Luther King Jr. Boulevard represents minimal risks to the surrounding areas including the adjacent Stony Brook Apartments, based on their proposed site operations, proposed on-site chemicals and proposed site design. Facility operations will be limited to the distribution of liquid bleach. No manufacturing will be conducted on site. No chlorine gas will be generated on, stored on, or delivered to the site. Please refer to **Section 1.3** for an Executive Summary of the findings of this assessment.

8.0 CLOSING

8.1 USER RELIANCE

ERMI certifies this report to the City of Riviera Beach and Odyssey Manufacturing Co. The report was prepared for the exclusive use of the above entities regarding the proposed operations at the subject property. Reliance on this report is contingent upon unconditional acceptance of all limitations contained in this report.

If additional parties request additional reports or reliance on this report in the future, current client permission will be required and additional fees may apply.

8.2 LIMITATIONS

This environmental risk assessment report is limited to the investigation of the potential impact of sodium hypochlorite to the subject property and the residents and property in the site vicinity. Additional environmental services, including, but not limited to: radon, wetlands determination, wetlands permitting, cultural and historical resources, industrial hygiene, toxicology, ecological resources, endangered species, indoor air quality, controlled substances, mold, and high voltage power lines are not included in this report. The investigation is limited to the scope of work defined in **Section 1.2**.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of ERMI. It is intended to be used in its entirety. Neither all nor any part of the content of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of ERMI. Acceptance of and/or use of this assessment constitutes acceptance of all provisions and limitations stated in this report.

ERMI has completed this assessment with the understanding that:

1. Odyssey has provided all pertinent information or documentation relative to this assignment (see **Section 8.3** for the list of documents provided to ERMI).
2. The results of interviews are reliable.
3. Information obtained from various regulatory agencies and internet records are reliable.
4. The user of this report has a general understanding of the inherent limitations to the assessment process, including the understanding that environmental assessments are risk management tools for use in decision making regarding involvement with real property, and that ERMI is not responsible for liabilities caused by any decisions made by the users of this assessment.

8.3 DOCUMENTS REVIEWED AND PROVIDED BY CLIENT

The following documents are maintained in ERMI files. These documents were provided to ERMI by Odyssey and were reviewed by ERMI as part of this assessment.

- Pre-CERCLA Screening Assessment of Clo-White Chemical by FDEP dated 5/25/16
- Florida Building Code 2014 Edition (Utilized Wind Loading Calculations)
- Geo-Technical Report by Ardaman and Associates dated August 3, 2016
- General Information for the Consumer on Sodium Hypochlorite
- Industrial Pre-Treatment Permit (IPP) Application to the City of West Palm Beach dated 12/3/16
- Odyssey Building Drawings
- Odyssey Electrical Drawings
- Odyssey Building Permit Layout / Process Drawings
- Odyssey Sample Certificate of Insurance, Drug Free Workplace Certification and Safety Program Certification
- Odyssey Landscape Drawings
- Odyssey Structural Drawings
- Odyssey Permit Submittal dated 9/2/16 (Initial Permit Application)
- Odyssey Permit Submittal dated 9/4/16 (Includes NFPA Hypochlorite documentation and containment calculations)
- Odyssey Permit Submittal dated 11/16/16 (Includes Risk Management Plan, Security Plan and Odyssey's Safety Record)
- Odyssey Permit Submittal dated 11/22/16
- Odyssey Permit Submittal dated 1/3/16 (Removes Warehouse from the Project and includes revised storm water collection plans and study)
- Phase I/Phase II Environmental Assessments
- Odyssey Presentation to Riviera Beach Planning and Zoning Board on 12/15/16

- Product Specification for Ultrachlor Sodium Hypochlorite
- Resume for R&S Compliance Group, LLC
- Risk Management Plan
- Riviera Beach Staff Comments to Permit Submittals dated 10/19/16
- Riviera Beach Staff Comments to Permit Submittals dated 12/7/16
- Safety Data Sheet (SDS)
- Safety Record (OSHA 300A logs and EMR letter from insurance broker)
- Security Plan
- Site Plan
- Spill Prevention and Control Measures Plan (submitted with IPP application)
- Spill/Slug Control Plan for the Facility (submitted with IPP application)
- Third Party Sample Results for Odyssey's sodium hypochlorite
- Traffic Study by McMahon and Associates dated 8/3/16

9.0 QUALIFICATION OF ENVIRONMENTAL PROFESSIONALS

9.1 RESUME OF STEPHEN F. HILFIKER, MS, LEP

EXPERIENCE

1999 To Present – PRESIDENT/CEO, ENVIRONMENTAL RISK MANAGEMENT, INC.

- Founder, Director, Owner of ERMI, a licensed engineering & geology firm specializing in Phase I/II ESA, site assessment, remediation, and forensic consulting
- 1 of 2 Environmental Forensic Contractors for the FDEP since 2006
- 1 of 70 FDEP Agency Term Remediation Contractors since 2014 (renewable 5 year terms)
- FDEP Qualified Assessment & Remediation Contractor No. 542 since 2000
- 2015 - 2016 - Chair, Environmental Committee, Florida Petroleum Marketers Association/Florida Retail Federation. Member of Committee since 2001
- 2011-2012 - Member of FDEP/Industry Joint Environmental Committee
- 1999, 2000, 2008, 2009 - President, Florida Environmental Assessors Association (FEAA)
- 1991-2010 FEAA Board of Directors
- 2005-2006 – Co-Chair, Environmental Committee, Florida Petroleum Marketers Association
- 2005 - Founding Chairman, ASTM Sub-committee on Forensic Environmental Investigations
- Member, Florida Brownfields Association, Florida Groundwater Association, Environmental Professionals of Florida, Florida Retail Federation, Florida Petroleum Marketers Association

Representative client relationships, skills and awards:

- Lee County, City of Naples, FDEP, North Carolina DENR, Sunoco, Zurich, AIG, Circle K, Benderson Development Corp, Cohen & Grigsby, Gray Robinson, Fifth Third Bank, Northern Trust Bank, and other attorneys, lenders, property owners, & state and local government agencies
- Responsible for corporate activities, project oversight, technical review, forensic research, client communications, contracting, training, business development, and litigation support
- Regular contributor to "Florida Specifier"
- Developed Environmental Forensics Procedures regarding new releases and mixed plumes
- Developer of Insurance Claim Investigation protocols with extensive insurance relationships
- Drafted amendments in three environmental bills passed unanimously by Florida Legislature
- Recipient of the "Regional Environmental Organization Leadership Award" November 21, 2002 by the National Registry of Environmental Professionals (Presented by Richard Young, PhD.)

1991-1999 – COASTAL ENGINEERING CONSULTANTS, INC. – Naples, Florida

- General Manager, Environmental Division; Responsibilities included project management, technical oversight, research, quality assurance and quality control, and coordinating a staff of geologists, engineers, toxicologists, biologists, risk assessors, and environmental specialists.

1988 to 1990–UNIVERSITY OF FLORIDA, GRADUATE PROGRAM, TEACHER'S ASSISTANT

- Taught Physical Geography, Aerial Photographic Interpretation and Remote Sensing courses. Developed a Geographic Information System (GIS) tutorial package for the University of Florida

1987–NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

- Bureaus of Fisheries and Wildlife, and Regulatory Affairs

PROFESSIONAL REGISTRATIONS

- Licensed Environmental Professional
- OSHA 40 Hour Hazwoper Certified
- Court-Qualified by the National Registry of Environmental Professionals (NREP)

PRESENTATIONS

- Expert Witness/Litigation Support in City, County and State Public Hearings & Private Litigation
- Featured speaker with numerous "Environmental Risk Management" seminars provided to lenders, attorneys, and realtor groups since 1991. Frequent speaker at conferences.
- Career development seminars provided to local High Schools
- Guest Lecturer/Course Instructor, University of South Florida, Florida Gulf Coast University

EXPERT WITNESS EXPERIENCE

- City of Parkland, Planning and Zoning Board and City Commission, Amending Chapter 22, Land Development Code, Sections 5-3530, 10-4505, and 10-4510 to provide for location and regulation of 'Eco-Friendly' Dry Cleaning Plants
- City of Naples, Planning Advisory Board and City Council, Public Hearing determining Conditional Use Petition 16-CU6, pursuant to Section 58-623(8) of the Code of Ordinances, to allow on-site laundry and dry cleaning services on property located in the C2-A Waterfront Commercial District
- City of Naples, Planning Advisory Board and City Council, City Ordinance Section 56-131, Specific Requirements for On-Site Dry Cleaning Services, Text Amendment Petition
- Manatee County, Rezone Approval, The Forum Property Development, Case Numbers 2-05-01 and PDC-04-16 (Z) (P)
- State of Florida, Department of Transportation verses Hess Realty Corp., et. al., Case Number 95-6161-4B-01, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida
- State of Florida, Department of Transportation verses EMRO Marketing Company, et. al., Case Number 94-2591-CA-01, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida
- State of Florida, Department of Transportation verses Merit Petroleum Company, et. al., Case Number 93-163, Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida
- State of Florida, Department of Transportation verses Donald V. Davis, et. al., Case Number 93-517, Circuit Court of the Twentieth Judicial Circuit in and for Hendry County, Florida
- Expert Witness for SunTrust Bank, 1998; 2 cases in Southwest Florida
- Expert Witness for Hendry County, Florida, 1999-2002

EDUCATION

- 1988 to 1990 University of Florida, Geography Department, Master of Science, Climatology, Environmental Science & Hydrology, Geography Department
- 1984 to 1988 State University of New York at Geneseo, B.A. Physical Geography and Environmental Science

9.2 RESUME OF CHAD WARD, P.G.

Corporate responsibilities include: Project management, technical report writing, data interpretation, client communications, scheduling and management of personnel, mapping, field sampling/oversight, contracting, training, business development and marketing.

Experience:

Ostego Bay Environmental, Inc. – *Staff Geologist (2005-2009)*

- Phase I and Phase II ESAs
- NPDES Permitting, and Inspections
- Endangered Species Surveys
- Wetland Determinations/Delineations
- Historical Shoreline Investigation

Environmental Risk Management, Inc. - *Professional Geologist (2009-Present)*

- Phase I and Phase II ESAs
- Site Assessments
- Tank Closure Assessments
- Fuel System Closure Assessments
- DEP State Funded Cleanup Program Sites
- Source Removal/large scale soil excavation
- Bioremediation
- Remedial air sparging
- Contamination Assessments
- Pilot Testing
- Well drilling oversight and testing
- Geoprobe DPT oversight/utilization
- NPDES Permitting
- Natural Attenuation Monitoring

Education and Certifications:

- University of Southern Illinois, Carbondale, IL
Bachelor of Science in Geology, 2005
- Professional Geologist – State of Florida #2820
- OSHA 40 Hour Hazwoper Certified
- Licensed Environmental Professional
- Certified Oil Spill First Responder
- FDEP Certified Stormwater Management Inspector

9.3 STATEMENT OF QUALIFICATIONS

Environmental Risk Management, Inc. (ERMI) provides environmental services throughout Florida. ERMI manages environmental risks to maintain or restore property value and provide economic benefits to our clients.

Professional License Numbers: Engineering Firm: 00008700; Geology Business: 0000367
FDEP Remediation Agency Term Contractor #542, FDEP Forensic Consultant (GC-671)

Services

Phase I/II Environmental Site Assessments	Risk Based Corrective Action
Site Assessment Reports	Hazardous Waste Compliance Audits
Remedial Action Plans	Insurance Claims Services
Site Remediation	Funding Allocation Agreements
Innovative Remedial Technologies	Litigation Support/Expert Witness
Tank Closure	Brownfields Redevelopment
No Further Action with Controls	Forensic Investigations
Declaration of Restriction Covenants	Spill Prevention, Control and
Storm-water Services	Countermeasure (SPCC) Plans

Insurance Coverage

Professional Liability: \$2,000,000	Pollution Liability: \$2,000,000
General Liability: \$2,000,000	Automobile Liability: \$1,000,000

Representative Client List

Florida Department of Environmental Protection	Sunoco
Florida Department of Corrections	Circle K Stores Inc.
Zurich US Environmental Claims Department	Breitburn Energy Partners LP
Fifth Third Bank	Benderson Development Corporation
Northern Trust	Collier County
City of Cape Coral	City of Naples

References

Melike Altun, PhD	FDEP Forensic Manager	(850) 245-8868
Michael Stephen	Coastal Engineering Consultants	(239) 643-2324
Jon Iglehardt	FDEP Administrator, South District	(239) 344-5600
Bob Fingar	Guilday, Tucker, Schwartz & Simpson, P.A.	(850) 385-1212
Phil Snyderburn	Collier County Pollution Control & Prevention Dept.	(239) 252-5081
Peter Johnson	Adams Tank & Lift	(239) 560-4654
Jack Barsin	Gulf Coast Insurance	(800) 875-0154
Ned Bowman	Florida Petroleum Marketers Association (FPMA)	(800) 222-4082

Contact Information

Environmental Risk Management, Inc.	Email:	info@ermi.net
12401 Brantley Commons Court, Suite 101	Phone:	1-888-368-6468
Fort Myers, Florida 33907	Fax:	1-239-415-6407
www.ermi.net		

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/1/2017

Agenda Category: ORDINANCE ON FIRST READING

Subject: The City seeks to adopt an ordinance as a local law to protect minors subject to conversion therapy efforts as minors are not effectively protected by other means, including but not limited to, other state statutes, local ordinances or federal legislation.

Recommendation/Motion:

Originating Dept	Executive	Costs
User Dept.	Executive	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

Major professional associations of mental health practitioners and researchers in the United States and elsewhere for nearly 40 years have agreed that being lesbian, gay, bisexual, transgender or gender non-conforming, or questioning (LGBTQ) is not a mental disease, disorder or illness, deficiency or shortcoming.

The American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") conducted a systematic review of peer-reviewed journal literature on sexual orientation change efforts (SOCE) also referred to as "Conversion" or "Reparative" therapy), and issued its report in 2009, citing research that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including confusion, depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betrayal, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high risk sexual behavior, a feeling of being dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources. In this context, as detailed more fully in the attached ordinance, conversion therapies have been deemed harmful, without medical basis, and overwhelmingly "contraindicated" as tools to "help" LGBTQ individuals, and only serve to further ostracize, harm and pose risk to such individuals.

The proposed ban on the practice of conversion therapy efforts within the City of Riviera Beach would only apply to minors (i.e., persons under 18 years of age) and, significantly, is not intended to prevent mental health providers from expressing their views to patients, whether children or adults, about SOCE, homosexuality, or any other topic; prevent mental health providers from recommending SOCE to patients, whether children or adults; prevent mental health providers from administering SOCE to any person who is

18 years of age or older; prevent mental health providers from referring minors to unlicensed counselors, such as religious leaders; prevent unlicensed providers, such as religious leaders, from administering SOCE to children or adults; or prevent minors from seeking SOCE from mental health providers in other municipalities, counties or states which do not prohibit such already.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
	ORDINANCE On Conversion		Cover

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Degraffenreidt, Andrew	Approved	2/23/2017 - 5:26 PM
City Clerk	Burgess, Jackie	Approved	2/23/2017 - 5:31 PM

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF THE CITY COUNCIL OF THE
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA,
PROHIBITING THE PRACTICE OF CONVERSION THERAPY ON
PATIENTS WHO ARE MINORS; PROVIDING FOR CODIFICATION
PURSUANT TO §1-8 OF THE CITY'S CODE OF ORDINANCES;
PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR OTHER
PURPOSES; AND PROVIDING AN EFFECTIVE DATE;.**

WHEREAS, as recognized by major professional associations of mental health practitioners and researchers in the United States and elsewhere for nearly 40 years, being lesbian, gay, bisexual, transgender or gender nonconforming, or questioning (LGBT or LGBTQ) is not a mental disease, disorder or illness, deficiency or shortcoming; and

WHEREAS, the American Academy of Pediatrics in 1993 published an article in its Journal, stating: "Therapy directed at specifically changing sexual orientation is contraindicated, since it can provoke guilt and anxiety while having little or no potential for achieving changes in orientation"¹; and

WHEREAS, the American Psychiatric Association in December 1998 published its opposition to any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality is a mental disorder per se or that a patient should change his or her homosexual orientation²; and

WHEREAS, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") conducted a systematic review of peer-reviewed journal literature on sexual orientation change efforts ("SOCE"), and issued its report in 2009, citing research that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including confusion, depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betrayal, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high-risk sexual behaviors, a feeling of being dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources³; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association in 2009 issued a resolution on Appropriate Affirmative

¹ <http://pediatrics.aappublications.org/content/pediatrics/92/4/631.full.pdf>

² https://www.camft.org/ias/images/PDFs/SOCE/APA_Position_Statement.pdf

³ <https://www.apa.org/pi/lgbt/resources/therapeutic-response.pdf>

Responses to Sexual Orientation Distress and Change Efforts (SOCE), advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and to seek psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increase family and school support, and reduce rejection of sexual minority youth⁴; and

WHEREAS, the American Psychoanalytic Association in June 2012 issued a position statement on conversion therapy efforts, articulating that "As with any societal prejudice, bias against individuals based on actual or perceived sexual orientation, gender identity or gender expression negatively affects mental health, contributing to an enduring sense of stigma and pervasive self-criticism through the internalization of such prejudice" and that psychoanalytic technique "does not encompass purposeful attempts to 'convert, ' repair,' change or shift an individual's sexual orientation, gender identity or gender expression," such efforts being inapposite to "fundamental principles of psychoanalytic treatment and often result in substantial psychological pain by reinforcing damaging internalized attitudes"⁵; and

WHEREAS, the American Academy of Child & Adolescent Psychiatry in 2012 published an article in its Journal stating that clinicians should be aware that there is "no evidence that sexual orientation can be altered through therapy and that attempts to do so may be harmful;" that there is "no medically valid basis for attempting to prevent homosexuality, which is not an illness;" and that such efforts may encourage family rejection and undermine self-esteem, connectedness and caring, important protective factors against suicidal ideation and attempts; and that, for similar reasons cumulatively stated above, carrying the risk of significant harm, SOCE is contraindicated⁶; and

WHEREAS, the Pan American Health Organization, a regional office of the World Health Organization, issued a statement in 2012 stating: "These supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements." The organization also noted that conversion therapies "lack medical justification and represent a serious threat to the health and well-being of affected people"⁷; and

WHEREAS, in 2014 the American School Counselor Association issued a position statement that states: "It is not the role of the professional school counselor to attempt to change a student's sexual orientation or gender identity. Professional school counselors do not support efforts by licensed mental health professionals to change a

⁴ <http://www.apa.org/about/policy/sexual-orientation.pdf>

⁵ <http://www.apsa.org/content/2012-position-statement-attempts-change-sexual-orientation-gender-identity-or-gender>

⁶ [http://www.jaacap.com/article/S0890-8567\(12\)00500-X/pdf](http://www.jaacap.com/article/S0890-8567(12)00500-X/pdf)

⁷ http://www.paho.org/hq/index.php?option=com_content&view=article&id=6803%3A2012-therapies-change-sexual-orientation-lack-medical-justification-threaten-health&catid=740%3Apress-releases&Itemid=1926&lang=en

student's sexual orientation or gender as these practices have been proven ineffective and harmful"⁸; and

WHEREAS, a 2015 report of the Substance Abuse and Mental Health Services Administration, a division of the U.S. Department of Health and Human Services, "Ending Conversion Therapy: Supporting and Affirming LGBTQ Youth" further reiterates based on scientific literature that conversion therapy efforts to change an individual's sexual orientation, gender identity, or gender expression is a practice not supported by credible evidence and has been disavowed by behavioral health experts and associations, perpetuates outdated views of gender roles and identities, negative stereotypes, stating, importantly, that such therapy may put young people at risk of serious harm, and recognizing that, same-gender sexual orientation (including identity, behavior, and attraction) is part of the normal spectrum of human diversity and does not constitute a mental disorder⁹; and

WHEREAS, the American College of Physicians wrote a position paper in 2015 opposing the use of "conversion," "reorientation," or "reparative" therapy for the treatment of LGBT persons, stating that "[a]vailable research does not support the use of reparative therapy as an effective method in the treatment of LGBT persons. Evidence shows that the practice may actually cause emotional or physical harm to LGBT individuals, particularly adolescents or young persons"¹⁰; and

WHEREAS, at least one federal appeals court¹¹ found that a prohibition of SOCE does not violate first amendment rights and noted that the subject ordinance only required mental health providers who wish to engage in practices that seek to change a minor's sexual orientation either to wait until the minor turns 18 or be subject to professional discipline, leaving mental health providers free to discuss or recommend treatment and to express their views on any topic; and

WHEREAS, the City does not intend to prevent mental health providers from speaking to the public about SOCE; expressing their views to patients; recommending SOCE to patients; administering SOCE to any person who is 18 years of age or older; or referring minors to unlicensed counselors, such as religious leaders. This ordinance does not prevent unlicensed providers, such as religious leaders, from administering SOCE to children or adults; nor does it prevent minors from seeking SOCE from mental health providers in other political subdivisions or states outside of the City of Riviera Beach, Florida; and

WHEREAS, City of Riviera Beach has a compelling interest in protecting the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against

⁸ https://www.schoolcounselor.org/asca/media/asca/PositionStatements/PS_LGBTQ.pdf

⁹ <http://store.samhsa.gov/shin/content/SMA15-4928/SMA15-4928.pdf>

¹⁰ <http://annals.org/article.aspx?articleid=2292051>

¹¹ *Pickup v. Brown*, 740 F3d 1208 (9th Cir. 2014)

exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the City Council hereby finds the overwhelming research demonstrating that sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, transgender or questioning persons, and that being lesbian, gay, bisexual, transgender or questioning is not a mental disease, mental disorder, mental illness, deficiency, or shortcoming; and

WHEREAS, the City Council finds minors receiving treatment from licensed therapists in the City of Riviera Beach, FL who may be subject to conversion or reparative therapy are not effectively protected by other means, including, but not limited to, other state statutes, local ordinances, or federal legislation; and

WHEREAS, the City Council desires to prohibit, within the geographic boundaries of the City, the practice of sexual orientation or gender identity change efforts on minors by licensed therapists only, including reparative and/or conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, transgender and questioning persons.

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

SECTION 1: That the City of Riviera Beach hereby prohibits the practice of Conversion Therapy on patients who are minors and that the foregoing recitals are ratified and affirmed as being true and correct and will be codified and made a part of the City's Code of Ordinance pursuant to §1-8;

PROHIBITION OF CONVERSION THERAPY ON MINORS

(1) Intent

The Intent of this Ordinance is to protect the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and/or questioning youth, from exposure to the serious harms and risks caused by conversion therapy or reparative therapy by licensed providers, including but not limited to licensed therapists. These provisions are exercises of police power of the City for the public safety, health, and welfare; and its provisions shall be liberally construed to accomplish that purpose.

(2) Definitions.

- a. *Conversion therapy or reparative therapy* means, interchangeably, any counseling, practice or treatment performed with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to,

efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

- b. *Minor* means any person less than eighteen (18) years of age.
- c. *Provider* means any person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 456, 458, 459, 490 or 491 of the Florida Statutes, as such chapters may be amended, including but not limited to, medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors. A Provider does not include members of the clergy who are acting in their roles as clergy or pastoral counselors and providing religious counseling to congregants, as long as they do not hold themselves out as operating pursuant to any of the aforementioned Florida Statutes licenses.

(3) Conversion therapy prohibited.

It shall be unlawful for any Provider to practice conversion therapy efforts on any individual who is a minor regardless of whether the person receives monetary compensation in exchange for such services.

(4) Enforcement and civil penalties.

- a. Enforcement of this chapter may be done pursuant to Chapter 2 entitled "Administration", Article VI entitled "Code Enforcement of the City's Code of Ordinance.
- b. The violation of any provisions of this chapter shall be punished by a fine of Two Hundred Fifty Dollars (\$250.00) for the first violation and Five Hundred Dollars (\$500.00) for each repeated violation. Each day any violation of this chapter occurs shall constitute a separate offense. These penalties shall not preclude any other remedies available at law or in equity, including, injunctive relief in the circuit court.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. _____

PAGE 6

SECTION 3: Should any section or provision of this Ordinance or any portion, paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

SECTION 4: Authority is hereby granted to codify this ordinance as set forth in Section 1 of this Ordinance.

SECTION 5: This Ordinance shall take effect immediately upon its approval and adoption.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____ day of _____, _____.

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

ORDINANCE NO. _____
PAGE 8

1ST READING

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

2ND & FINAL READING

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

DATE: _____

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

Meeting Date: 3/1/2017

Agenda Category: REGULAR RESOLUTION

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA COMMEMORATING THE FLORIDA
ASSOCIATION OF CITY CLERKS (FACC) 45TH ANNIVERSARY.

Recommendation/Motion: City Council approve the resolution commemorating the FACC 45th Anniversary.

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

Background/Summary:

The Florida Association of City Clerks (FACC) was established in 1972. FACC primary objective is to educate city clerk's in the State of Florida. The FACC has 575+ members representing Florida's 411 municipalities. The FACC provides numerous educational opportunities for clerk's through its conferences and academies, webinars and other programs. Currently Riviera Beach City Clerk Claudene L. Anthony, CMC and Deputy City Clerk Jacqueline M. Burgess are striving to achieve their MMC and CMC designation, respectively.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
FACC_Resolution_45_years_TEMPLATE_(002).docx	Resolution FACC 45th Anniversary	2/8/2017	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Burgess, Jackie	Approved	2/8/2017 - 11:20 AM

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA;
COMMEMORATING THE FLORIDA ASSOCIATION OF
CITY CLERKS (FACC) 45TH ANNIVERSARY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Association of City Clerks (FACC) was established in 1972 by a Municipal Clerk who needed assistance and found that a state organization did not exist for her profession: and

WHEREAS, the primary objective of the FACC is to educate city clerks in the State of Florida and to promote and develop the educational and professional status of this profession; and

WHEREAS, the organization's vision, goals and objectives have materialized and are established as a result of the tremendous leaders to date who gave willingly and unselfishly. In return, the FACC now stands mightily as a 575+ member organization in seven districts representing Florida's 411 municipalities; and

WHEREAS, the FACC strives to help increase the efficiency of city clerk functions, increase cooperation and assistance with city administrators, gather and disseminate information to improve procedures, and improve the efficiency of the administration of municipal government; and

WHEREAS, the FACC works in conjunction with the International Institute of Municipal Clerks (IIMC) to provide Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certification for city clerks; and is proud to have one of the largest certification programs in the country with more than 200 Certified Municipal Clerks and more than 100 Master Municipal Clerks among its members; and

WHEREAS, the FACC provides educational opportunities for clerks through its annual summer conference and academy and fall academy, webinars, district mini-academies, and Athenian Dialogues. These opportunities continue through discussion forums by which members post inquiries when researching best practices for programs, issues and opportunities within Florida's cities; and

WHEREAS, this year the FACC is celebrating 45 years of existence which is an occasion worth special recognition. The City of Riviera Beach is proud to extend FACC membership opportunities to the staff members of the Office of the City Clerk especially our City Clerk Claudene L. Anthony, CMC who is striving to achieve her Master Municipal Clerk designation and our Deputy City Clerk Jacqueline M. Burgess who is currently striving to achieve her Certified Municipal Clerk designation.

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

Section 1. That the City of Riviera hereby congratulates the Florida Association of City Clerks on its 45th Anniversary.

Section 2. That a copy of this resolution be provided to the FACC Board of Directors.

PASSED AND APPROVED this 15th day of February, 2017.

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

RESOLUTION NO. _____

PAGE 3

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/1/2017

Agenda Category: REGULAR RESOLUTION

Subject: Resolution approving the transfer of the Ocean Mall lease from GSF Florida Retail LLC to RH 2401 OCEAN, LLC

Recommendation/Motion: Staff recommends approving consenting to GSF, Florida Retail, LLC's, request to transfer leasehold interest from of the Ocean Mall to RH 2401 Ocean, LLC and authorizing the execution of the amendment of memorandum of lease to reflect the property description.

Originating Dept Executive **Costs** \$63,000 annually paid to the City

User Dept. Executive **Funding Source**

Advertised No **Budget Account Number**

Date

Paper

Affected Parties Not Required

Background/Summary:

Summary

On February 2, 2017, GSF Florida Retail LLC formally requested the City's consent to the transfer of GSF Florida Retail LLC's leasehold interest in the Ocean Mall to RH 2401 OCEAN, LLC.

On February 2, 2017, GSF Florida Retail LLC formally requested the City's consent to the transfer of GSF Florida Retail LLC's leasehold interest in the Ocean Mall to RH 2401 OCEAN, LLC.

RH 2401 OCEAN, LLC is owned and managed by Duncan Hillsley Capital, LLC. The principles of Duncan Hillsley Capital, LLC are W. Thomas Duncan who serves as President and Shane Hillsley who serves as Managing Director.

Duncan Hillsley Capital, LLC (DHC) is a fully integrated, private commercial real estate investment company based in Boca Raton, Florida. DHC was formed in January 2009 to capitalize on the dislocation of the commercial real estate market by acquiring distressed and underperforming assets as well as assisting other investors in restructuring and recapitalizing their portfolios. DHC's management team has extensive experience in all aspects of the real estate industry including sponsorship, private equity, commercial lending, and brokerage as they have worked from every side of the table. Since DHC's inception it has acquired \$700 million in real estate assets and assisted other investors in the workout and recapitalization of \$370 million in problem real estate loans.

Background

On or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, as Tenant ("OMRD"). The City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and

Development Agreement dated December 18, 2006, ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property. On or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder

at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company, and was subsequently assigned to GSF Trust 2011-1. Right after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013. It was on or about May 15, 2013, that the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014. The First Amendment provided that in the event that Phase I was not completed by May 31, 2014, the Lease would automatically terminate and the Premises would be surrendered to the City, except in the instance that failure to complete Phase I was based upon “Unavoidable Delay” as defined in Section 35(o) of the Lease. The Tenant paid the City \$250,000 for the extension.

Second Amendment

Thereafter on January 15, 2014, a Second Amendment was entered into between the parties which: (a) extended the Phase I Completion Date from May 31, 2014 to March 28, 2015, and provided the Tenant with up to an additional 12 monthly extensions beyond March 28, 2015 to effectuate the Phase I completion; (b) amended Section 25(d) and Section 36 of the Lease (which was added in the First Amendment) to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease; (c) provided the Leasehold Mortgagee with eighteen (18) months after the Leasehold Mortgagee or its designee becomes the “Tenant” to complete construction of the Phase I Development; and (d) revised the legal description of the Leased Premises to exclude the North Ocean Boulevard Strip.

Third Amendment

Two months later, the parties entered into a Third Amendment on March 19, 2014, which (a) amended Section 4(d) of the Lease by granting to the City all rights to parking revenue; (b) in Article 36, extended the Initial Phase I Completion Date to June 30, 2015, with the final extension being June 30, 2016, after payment of \$41,666.66 per month for the twelve (12) month delay; and (c) granted, in a new Article 37, a six (6) year parking easement which allowed Tenant to be in compliance with the parking requirements of the Lease.

Fourth Amendment

Tenant advised that it needed a more permanent parking solution than that agreed to in the Third Amendment and requested to use the “hotel parcel” as permanent parking for the duration of the Lease. In exchange, the Tenant agreed to install, at its cost, a parking system for the city. All revenue from the parking system will go to the City. The City determined that a kiosk system would be the best parking system and will be working in the next two months with Tenant to select an appropriate type.

Moreover, the Fourth Amendment gave the City a set \$63,000 per year as rent as opposed to the revenue system that was in place. It was determined that for planning purposes it is best for the City to receive a set amount that will not fluctuate year to year. Prior to this amendment, since the lease’s inception, the City has received less than \$30,000 per year for rent on the Ocean Mall.

The Amendment gave the city more control over who Tenant can assign the lease too, and specifically allows the City to refuse an assignment to anyone (person or entity) who litigates against 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 December 2006
 Contract End Date December 2056
 Renewal Start Date N/A
 Renewal End Date N/A
 Number of 12 month terms this renewal N/A
 Dollar Amount \$63,000 annually
 Contractor Company Name GSF Florida Retail, LLC
 Contractor Contact
 Contractor Address
 Contractor Phone Number
 Contractor Email
 Type of Contract
 Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION_Ocean_Mall_Transfer_March_1_2017.doc	RESOLUTION OCEAN MALL TRANSFER MARCH 1, 2017	2/23/2017	Cover Memo
Modified_Document_Amendment_to_Memorandum_of_Lease.docx	Amendment to Memorandum of Lease	2/23/2017	Cover Memo
022316_Fourth_Amendment_to_Ocean_Mall_Resolution_for_March_2016_meeting.doc	Resolution - Fourth Amendment to Ocean Mall Ground Lease - Retail	2/24/2016	Cover Memo
Ocean_Mall_4th_Amendment_to_Ground_Lease_FINAL_2_23_16.docx	Ocean Mall Fourth Amendment to Ground Lease	2/24/2016	Cover Memo
031114_Third_Amendment_to_the_Ocean_Mall_Ground_Lease_Retail.pdf	Third Amendment to Ocean Mall Ground Lease Retail GSF Florida Retail -	2/24/2016	Cover Memo

GSF_Florida_Retail_-
_Exhibit_A_to_Fourth_Amendment_to_Ground_Lease_(draf____.pdf

Exhibit A to
Fourth
Amendment
to Ground
Lease

2/25/2016 Exhibit

010814_2nd_Amendment_to_Ground_Lease_-_Retail_Ocean_Mall.pdf

Second
Amendment
to Ground
Lease - Retail
Ocean Mall

2/24/2016 Cover
Memo

010814_1st_Amendment_to_Ground_Lease_-_Retail_Ocean_Mall.pdf

First
Amendment
to Ground
Lease - Retail
Ocean Mall

2/24/2016 Cover
Memo

030812_resolution_no._181-06_Ground_Lease_Retail_Execution_Copy.pdf

Ground
Lease Retail

2/24/2016 Cover
Memo

Downtown_Dadeland-_Summary_(002).pdf

Dadeland
Project

2/23/2017 Cover
Memo

Duncan_Hisllsley_Capital__LLC.pdf

Duncan
Hisllsley
Capital

2/23/2017 Cover
Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Jones, Danny	Approved	2/23/2017 - 5:04 PM
Finance	sherman, randy	Approved	2/23/2017 - 5:16 PM
Attorney	Degraffenreidt, Andrew	Approved	2/23/2017 - 5:26 PM
City Clerk	Burgess, Jackie	Approved	2/23/2017 - 6:05 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING GSF, FLORIDA RETAIL, LLC (GSF), THE CURRENT LESSEE OF THE OCEAN MALL, TO TRANSFER GSF'S LEASEHOLD INTEREST IN THE OCEAN MALL TO RH 2401 OCEAN, LLC. AND AUTHORIZING THE EXECUTION OF THE AMENDMENT OF MEMORANDUM OF LEASE TO REFLECT THE PROPERTY DESCRIPTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (as amended, the "Lease") for certain premises known as the Ocean Mall (the "Leased Premises") with OMRD, LLC, a Delaware limited liability company, as Tenant ("OMRD"); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA"), setting out the responsibilities for the development of the Leased Premises and certain surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, Article 10 of Land Lease from the City ("lessor") and the subsequent Amendments thereto provide for the assignment and subletting of Lessee's interest in the lease; and

WHEREAS, on Feb 2, 2017 the Lessee made a request of the City to consent to the transfer of its interest in the lease and the City had 30 days to respond to the Tenant's request for such consent; and

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

SECTION 1. The City Council hereby consents to GSF, Florida Retail, LLC's, request to transfer leasehold interest from of the Ocean Mall to RH 2401 Ocean, LLC and authorizing the execution of the amendment of memorandum of lease to reflect the property description.

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

RESOLUTION NO. _____
Page 2 of 2

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

THOMAS A. MASTERS
MAYOR

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K.MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

DATE: _____

This Instrument was Prepared By,
Record and Return To:

_____, Esq.

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE is entered into this ____ day of _____, 2017 by and between **THE CITY OF RIVIERA BEACH, FLORIDA, a Florida municipal corporation** (the "Landlord" or the "City") and **GSF FLORIDA RETAIL LLC, a Delaware limited liability company** (the "Tenant").

WITNESSETH

WHEREAS, Landlord and OMRD, LLC a Delaware limited liability company (the "Original Tenant") entered into that certain Ground Lease – Retail dated December 18, 2006 (the "Original Lease");

WHEREAS, Landlord and Original Tenant entered into that certain Memorandum of Lease dated September 26, 2008 and recorded in Official Records Book 22898 at Page 1582 in the Public Records of Palm Beach County, Florida evidencing the Original Lease (the "Memorandum of Lease");

WHEREAS the Original Lease was subsequently amended by Landlord and Tenant (as successor to Original Tenant) by the following: (i) that certain First Amendment to Ground Lease – Retail Ocean Mall dated May 14, 2013 (the "First Amendment"); (ii) that certain Second Amendment to Ground Lease – Retail Ocean Mall dated January 15, 2014 (the "Second Amendment"); (iii) that certain Third Amendment to Ground Lease – Retail Ocean Mall dated March 19, 2014 (the "Third Amendment"); and (iv) that certain Fourth Amendment to Ground

Lease – Retail Ocean Mall dated March 2, 2016 (the “Fourth Amendment” and collectively with the First Amendment, the Second Amendment, and the Third Amendment, the “Lease Amendments”). The Original Lease as modified by the Lease Amendments is herein referred to as the “Lease”; and

WHEREAS, Landlord and Tenant now wish to modify the Memorandum of Lease so as to reflect an amendment to the legal description of the Leased Premises (as such term is defined in the Lease) which was provided for in the Second Amendment.

NOW THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) in hand paid by each party hereto to the other party, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.

2. Leased Premises. The legal description of the Leased Premises is set forth in **Exhibit “A”** attached hereto and made a part hereof and such **Exhibit “A”** replaces and supersedes the Exhibit “A” attached to the Memorandum of Lease.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Memorandum of Lease the date first written above.

THE CITY OF RIVIERA BEACH, FLORIDA

ATTEST:

By: _____
Name: _____
Title: City Clerk

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Name: _____
Title: _____

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

[Acknowledgments Appear on the Following Page]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Mayor, and _____, City Clerk all of THE CITY OF RIVIERA BEACH, FLORIDA, on behalf of the City, of who

_____ are personally known to me OR
_____ have produced _____ as identification

NOTARY PUBLIC
NOTARY NAME: _____
Serial (Commission) Number: _____

(NOTARY STAMP)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of GSF FLORIDA RETAIL LLC, a Delaware limited liability company, on behalf of the limited liability company, of who

_____ is personally known to me OR
_____ has produced _____ as identification

NOTARY PUBLIC
NOTARY NAME: _____
Serial (Commission) Number: _____

(NOTARY STAMP)

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL "B" AND PORTIONS OF PARCELS "C" AND "D", OF THE PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TOGETHER WITH PORTIONS OF OCEAN AVENUE, NORTH OCEAN BOULEVARD AND BEACH AVENUE, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" AND ALONG THE EAST RIGHT OF SAID OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT, SOUTH 00°46'50" WEST, A DISTANCE OF 923.71 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 90°00'00" EAST, A DISTANCE OF 50.46 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 00°00'00" WEST, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A", THENCE ALONG THE SOUTH LINE OF SAID PLAT OF RIVIERA BEACH OCEAN TRACT AND IT'S WESTERLY EXTENSION, NORTH 90°00'00" WEST, A DISTANCE OF 509.93 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, AS SHOWN ON PLAT BOOK 23, PAGES 29 THROUGH 32, OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 50.05 FEET; THENCE LEAVING SAID EAST LOT LINE AND WEST RIGHT OF WAY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 241.83 FEET; THENCE NORTH 00°46'50" EAST, A DISTANCE OF 365.03 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 230.17 FEET; THENCE ALONG THE AFORESAID WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, NORTH 02°36'30" EAST, A DISTANCE OF 375.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING OF NORTH 66°54'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 139°02'41", AND AN ARC DISTANCE OF 72.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A), AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SAID POINT ALSO BEING THE POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 623.69 FEET AND

A CHORD BEARING OF NORTH 33°14'28" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°38'41", AND AN ARC DISTANCE OF 224.73 FEET TO THE NON-TANGENT INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF OCEAN AVENUE AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A) AND RUNNING ALONG SAID NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, SOUTH 89°58'36" EAST, A DISTANCE OF 365.26 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE OCEAN MALL GROUND LEASE-RETAIL WHICH PROVIDES FOR A SET YEARLY LEASE PAYMENT OF \$63,000, PLACES RESTRICTIONS ON ASSIGNMENTS, PROVIDES FOR A PERMANENT PARKING EASEMENT, AND ESTABLISHES A PARKING REVENUE SYSTEM AT THE OCEAN MALL; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014, and further requiring the Tenant to pay an additional \$250,000; and

WHEREAS, on January 15, 2014, the parties entered into a Second Amendment to Ground Lease—Retail which released to the City a portion of the land previously included in the Leased Premises and revised the legal description of the Premises; extended certain deadlines for completion of certain

RESOLUTION NO.: _____

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improvements at the Premises pursuant to the DDA; and provided certain rights to a lender under any leasehold mortgage given by Tenant on the Premises; and

WHEREAS, in March 2014, the parties entered into the Third Amendment which amended Section 4(d) of the Lease by granting to the City all rights to parking revenue; which, in Article 36, extended the Initial Phase I Completion Date to June 30, 2015, with the final extension being June 30, 2016, after payment of \$41,666.66 per month for the twelve (12) month delay; and granted, in a new Article 37, a six (6) year parking easement which allowed Tenant to be in compliance with the parking requirements of the Lease; and

WHEREAS, the parties desire to enter into a Fourth Amendment to the Ground Lease – Retail, to provide for a set annual lease payment of \$63,000; and to place restrictions on assignments; grant a permanent parking easement on the Premises; and establish a parking system on the Premises, said installation to be paid for by Tenant which will generate revenue for the City.

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

SECTION 1. The Fourth Amendment to Ground Lease –Retail for the Ocean Mall is hereby approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the Fourth Amendment on behalf of the City.

SECTION 3. This resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this _____ day of March, 2016.

SIGNATURES ON FOLLOWING PAGE

RESOLUTION NO.: _____
PAGE -3-

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE ROBINSON
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE GUYTON
COUNCILPERSON

KASHAMBA MILLER-ANDERSON
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON _____

K. MILLER-ANDERSON _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, B.C.S.,
CITY ATTORNEY

DATE: _____

**FOURTH AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

This Fourth Amendment to Ground Lease – Retail (“Fourth Amendment”) is made and entered into this ____ of _____, 2016, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “Landlord” or “City”), whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, FL 33404, and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”), whose mailing address is 1290 Avenue of the Americas, Suite 914, New York, NY 10104.

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (as amended, the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”), setting out the responsibilities for the development of the Premises and certain surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, on or about May 15, 2013, the City and GSF Florida Retail LLC (collectively “the parties”) entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

WHEREAS, on or about January 15, 2014, the parties entered into a Second Amendment to Ground Lease – Retail (the “Second Amendment”): (a) to release to the City a portion of the land previously included in the Leased Premises and to revise the legal description of the Premises; (b) to extend certain deadlines for completion of certain improvements at the Premises pursuant to the DDA; and (c) to provide certain rights to a lender under any leasehold mortgage given by Tenant on the Premises; and

WHEREAS, on or about March 19, 2014, the parties entered into a Third Amendment to the Ground Lease – Retail (the “Third Amendment”) which: (a) amended Section 4(d) of the Lease by granting to the City all rights to parking revenue; (b) in Article 36, extended the Initial Phase I Completion Date to June 30, 2015, with the final extension being June 30, 2016, after payment of \$41,666.66 per month for the twelve (12) month delay; and (c) granted, in a new

Article 37, a six (6) year parking easement which allowed Tenant to be in compliance with the parking requirements of the Lease; and

WHEREAS, the parties desire to enter into this Fourth Amendment to the Ground Lease – Retail (the “Fourth Amendment”), to further amend the Lease by providing for a set annual lease payment, by placing restrictions on assignments, by granting a permanent parking easement on the Premises, and by establishing a parking revenue system on the Premises.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged, the City and Tenant agree as follows:

Section 1. That Article 2 entitled “RENT” is hereby amended as follows:

Section 2 (a) entitled “Rent” is **DELETED** in its entirety and replaced with a new section 2(a) entitled “Rent.”

2. RENT.

(a) Rent. The Landlord shall receive annual lease payments in the amount of \$63,000.00 payable on a monthly basis on the first day of each month in the amount of \$5,250.00 (“Base Rent”), commencing on April 1, 2016. The Base Rent shall be adjusted each January 1, during the term of the Lease by the annual Percentage Increase in the “Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average-All Items” published by the Bureau of Labor Statistics of the United States Department of Labor. If the index shall cease to be published, there shall be substituted therefore a price index (or combination of indices, which such adjustments as may be required to afford compatibility), published by the Bureau of Labor Statistics or its successor agency, which is intended to be representative of substantially similar changes in the cost of living. “Percentage Increase” shall mean the percentage equal to a fraction, the numerator of which shall be the change in the Index from the third month preceding the Lease Commencement Date to the third month preceding the current anniversary of the Lease Commencement Date. The fraction’s denominator shall be the Index for the third month preceding the Lease Commencement Date. The Base Rent will not be reduced, even in the event of a decline in the CPI-U.

Rent as used in this Lease shall mean Base Rent and any Additional Rent (as hereinafter defined).

Section 2(b) entitled “Net Lease” is amended as follows (underlined is added; ~~stricken through~~ is deleted):

(b) Net Lease. It is the purpose and intent of Landlord and Tenant that the ~~Percentage~~ Base Rent herein reserved shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the ~~Percentage~~ Base Rent to be

paid during the term of this Lease without any diminution, reduction, deduction, counterclaim, setoff or effect whatsoever, and that all costs and expenses including, but not limited to real estate taxes, special assessments, sales taxes, personal property taxes, licenses and permits, intangible taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (including any personal property used in the operation thereof) which may arise or become due during the term of this Lease (collectively, "Additional Rent"), shall be paid by Tenant directly to the parties who are owed such amounts and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Upon the non-payment of an item of Additional Rent, after expiration of applicable notice and grace periods, Landlord shall have the right and remedies reserved herein for the non-payment of the ~~Percentage~~ Base Rent. Notwithstanding the foregoing, Tenant shall pay the real estate taxes directly to the proper taxing authorities as provided herein, and the real estate taxes shall thereafter no longer be Additional Rent, unless Tenant fails to pay or cause said real estate taxes to be paid before delinquency, and Landlord thereafter pays same, in which event Tenant shall reimburse Landlord, as Additional Rent, for such tax payment.

Section 2(c) entitled "Method and Place of Payment; Late Payment" is amended as follows (underlined is added; ~~stricken through~~ is deleted):

(c) Method and Place of Payment; Late Payment. Until further notice by Landlord to Tenant, ~~Percentage~~ Base Rent checks shall be payable to and mailed to: City of Riviera Beach, 600 W. Blue Heron Boulevard, Riviera Beach, FL 33404, or payable by wire transfer of funds pursuant to wiring instructions provided by Landlord to Tenant upon Tenant's request. Landlord shall, prior to the Effective Date, provide Tenant with a completed IRS Form W-9. Any successor to Landlord shall likewise provide Tenant with such completed IRS Form W-9.

Except as otherwise specifically provided herein, all Rent shall be paid without notice or demand. Rent also may be paid by wire transfer of immediate funds in accordance with instructions as Landlord may provide by notice to Tenant. If Tenant shall fail to make any payment of Rent within fifteen (15) days after the same shall be due, the late payment shall bear interest from the date due until the date paid at a daily rate (the "Late Charge Rate") equal to the lesser of (a) two percent (2%) per annum in excess of the prime rate (the "Prime Rate") in effect from time to time at Citibank, N.A., or the prime rate of any major banking institution doing business in Florida as selected by Landlord, if such bank is not in existence or has not established a prime rate, and (b) the maximum interest rate permitted by law. All interest payable under this Section shall be deemed ~~Percentage~~ Rent and shall be due and payable by Tenant immediately upon demand.

Section 2. That Article 10 entitled "ASSIGNMENT AND SUBLETTING" subsection (b) is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

* * *

(b) If the Tenant sells, assigns or transfers this Lease (collectively, an "Assignment"), to any non-Affiliated Person, then the Tenant must obtain the City's consent and the City agrees that: (i) such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing and without limitation on other grounds for which the City may reasonably withhold or delay consent, it shall specifically be deemed reasonable by the parties for the City to refuse consent to any sale, assignment or transfer of this Lease on the basis that the assignee, buyer or transferee (either personally or in the case of an entity, either the entity or any of its principals, members or shareholders) has a history of any actually filed litigation in which the assignee, buyer or transferee (either personally or in the case of an entity, either the entity or any of its principals, members or shareholders) has been adverse to the City, and (ii) if the City has not responded to the Tenant's request for such consent within thirty (30) days of receipt of such request (sent by overnight courier company delivery to the City's representative), then such consent shall automatically, immediately and irrevocably be deemed given on the thirty-first (31st) day following the delivery of Tenant's request for such consent.

Section 3. That Article 11 entitled "CASUALTY" subsection (c) is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

* * *

(c) No Rent Abatement. Except for Tenant's right to terminate this Lease as provided in Section 11 2 (a) above, this Lease shall not be affected in any manner by reason of a Casualty and Tenant, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Leased Premises or any part thereof, and Tenant's obligations under this Lease, including the payment of ~~Percentage~~ Base Rent and Additional Rent, shall continue as though none of those events had occurred and without abatement, suspension, or reduction of any kind, except as otherwise expressly provided herein.

Section 4. That Article 13 entitled "HOLDOVER" is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

13. HOLDOVER. In the event Tenant shall hold over possession of the Leased Premises after the termination or expiration of this Lease, Tenant shall pay ~~Percentage~~ Base Rent equal to 125% of the ~~Percentage~~ Base Rent in effect at the time of such termination or expiration of the Lease, in lieu of any other or additional charges or damages.

Section 5. That Article 14 entitled "DEFAULT AND REMEDIES" subsections (a)(i) and (b) are hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

14. DEFAULT AND REMEDIES.

(a) Each of the following events shall be an "Event of Default" hereunder:

(i) if Tenant fails to make any payment of ~~Percentage~~ Rent in full as and when such payment is due, and such failure continues for a period of fifteen (15) days after notice is given by Landlord to Tenant (any notice of Default given by Landlord to Tenant under this Lease being referred to herein as a "Default Notice") that the same is past due; or

* * *

(b) If an Event of Default occurs, Landlord may elect to do any or all of the following: (i) enforce performance or observance by Tenant of the applicable provisions of this Lease; (ii) recover from Tenant Actual Damages (as defined herein below), plus interest thereon at the Late Charge Rate; (iii) be entitled to accelerate and recover an amount equal to the ~~Percentage~~ Rent otherwise becoming due and payable under this Agreement during the one (1) year period after the occurrence of an Event of Default (in which event such accelerated ~~Percentage~~ Rent shall be deemed to constitute additional Actual Damages hereunder); (iv) terminate this Lease pursuant to paragraph (c) below; (v) take, re-enter, and repossess Tenant's interest in the Leased Premises without terminating the Lease and dispossess Tenant; provided, however, that in such event Landlord will use reasonable efforts to mitigate its damages by re-letting the Leased Premises; or (vi) enforce any other remedy at law or in equity. Landlord's election of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect Landlord's right to elect any of the other remedies available to Landlord hereunder.

"Actual Damages" means an amount equal to the sum of (i) all accrued and unpaid Rent due and owing by Tenant under the Lease, (ii) any Rent due by virtue of acceleration pursuant to this paragraph (b) or any Rent coming due if Tenant is dispossessed but the Lease is not terminated pursuant to this paragraph (b), as applicable; and (iii) any and all costs, fees and expenses incurred by Landlord, whether through direct personnel cost or through engaging third-party consultants, to pursue the rights and remedies of Landlord, as a result of or in connection with an Event of Default under this Lease.

Section 6. That Article 15 entitled "TITLE AND POSSESSION" is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

15. TITLE AND POSSESSION.

(a) Fee Title. Landlord covenants, represents and warrants that Landlord has fee simple title to the Leased Premises and, upon the termination of the Existing Lease, the right to make this Lease for the entire Term, that said entire Leased Premises is now and shall be as of the date of Tenant's recording of a Memorandum of Lease, free and clear of all liens, encumbrances and restrictions, except for Permitted Exceptions, and that upon paying the ~~Percentage~~ Rent and keeping the agreements of this Lease on its part to be

kept and performed, Tenant shall have peaceful and uninterrupted possession of the Leased Premises during the continuance of this Lease.

Landlord warrants and represents that, except for any Permitted Exceptions, no encumbrance or restriction affects the Leased Premises which would impair and/or restrict any right granted to Tenant or derived by Tenant under this Lease.

(b) Priority. The estate of Tenant created hereby shall have priority over any lien, encumbrance or other interest now existing or hereafter created or imposed, upon or against Landlord's interest in the Leased Premises.

Section 7. That Article 21 entitled "NOTICES" is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

21. NOTICES. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed if to Landlord, to the place where ~~Percentage~~ Rent checks are to be mailed, and if to Tenant, to ~~OMRO, Inc., 4300 Catalfumo Way, Palm Beach Gardens, FL 33410, and OMRO Holdings, LLC, 2295 Corporate Blvd., Suite 222, Boca Raton, FL 33431, with a duplicate to Greenberg Traurig, P.A., 5100 Town Center Circle, Suite 400, Boca Raton, FL 33486, Attn: Mare Sinensky, Esq., GSF Florida Retail LLC, c/o Garrison Investment Group, 1290 Avenue of the Americas, Suite 914, New York, New York 10104,~~ provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery. Notice by Landlord hereunder shall simultaneously be delivered to any leasehold mortgagee, trustee or lender of Tenant (of which Landlord has been notified prior to the date of the giving of such notice by Landlord).

Section 8. That Article 37, entitled "PARKING EASEMENT GRANT" (from the 3rd Amendment to Lease) shall be amended as follows (underlined is added; ~~stricken through~~ is deleted).

37. PARKING EASEMENT GRANT.

The City grants Tenant the right to use that certain parcel of property owned by the City and shown on Exhibit "A", attached to this ~~Third~~ Fourth Amendment and incorporated herein by reference, for the purpose of ingress, egress and parking (the "Additional Parking Area") for the benefit of the Leased Premises, Tenant, Tenant's Subtenants, their guests and invitees, and the public for a period of ~~six (6) years from the effective date of this Third Amendment (the "Parking Easement Term").~~ to run concurrently and coterminously with the Term of the Lease. Tenant agrees to improve the existing improved portion of the Additional Parking Area, as shown on Exhibit A, prior to the certificate of occupancy being issued for completion of Phase I. ~~The Additional Parking Area must be improved~~ in a manner reasonably consistent with the existing parking areas for the Leased Premises, including re-paving, re-sealing, re-stripping, numbering spaces, repairing curbing, sidewalk and island areas, replacement of lighting

components and replacement of landscaping elements. Tenant agrees to improve the unimproved portion of the Additional Parking Area also in a manner reasonably consistent with the existing parking areas for the Leased Premises, including paving, striping, numbering spaces, irrigating and landscaping. Tenant agrees to maintain the Additional Parking Area in accordance with the Lease for the duration of the Parking Easement Term. Prior to the end of the Parking Easement Term, Tenant shall procure and obtain alternative additional parking areas for the benefit of the Premises to enable Tenant to provide the necessary accessible parking spaces required by Section 4(d) of the Lease. If GSF remains the Tenant at the end of the Parking Easement Term, it shall have to provide 24 parking spaces to be compliant with Section 4(d) of the Lease. At the end of the Parking Easement Term Tenant shall have to provide an additional 26 parking spaces to be compliant with Section 4(d) of the Lease.

In addition, Tenant agrees to install a parking revenue system in the Additional Parking Area and in the parking areas of the Leased Premises at its sole expense, including all ancillary costs, for the benefit of the City, in the form of a kiosk parking system of a type selected by the Landlord and approved by Tenant, in their reasonable determination. Landlord shall have a period of sixty (60) days from the effective date of this Fourth Amendment to propose and select a reasonable and practical kiosk parking system with the approval of Tenant. Landlord and Tenant shall work together in good faith to select a mutually agreeable kiosk parking system. In the event Landlord is unable to make a selection that is reasonable and acceptable to Tenant within the sixty (60) day period, Tenant shall select and install a kiosk parking system for the Additional Parking Area and the Leased Premises. The kiosk parking system installed shall have no fewer than six (6) and no more than ten (10) kiosks. On completion Tenant shall turn over the control of the kiosk parking system to the City as a "turn-key" operation upon completion of the installation. Tenant agrees to maintain the Additional Parking Area in accordance with the Lease for the duration of the Term, and Landlord agrees to maintain the kiosk system.

The parties agree and confirm that upon the granting of the Additional Parking Area under this Section, the Tenant shall be in compliance with Section 4(d) of the Lease.

Section 9. That a NEW Article 38, entitled "TIMEFRAME TO COMPLETE ADDITIONAL PARKING AREA" shall be added to the Lease as follows:

As for the Additional Parking Area, Tenant shall have until March 1, 2017, to complete the improvements required in Section 37, above. In the event Tenant fails to complete the improvements required in Section 37, Tenant shall be granted additional monthly extensions to complete the improvements to the Additional Parking Area by payment of \$58,333.33 for each month after March, 2017, that Tenant does not complete the improvements required in Section 37, not to exceed 12 months (the "Additional Parking Area Extensions"). The extension fee payments required for each of the Additional Parking Area Extensions shall be paid on the 1st of every month, as needed. In the event the improvements required in Section 37 are not completed, as evidenced by a Certificate of Completion, by March 1, 2018, the Lease shall automatically terminate and the City shall promptly give the Leasehold Mortgagee, if any, notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee, if any, shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Section 10. That a NEW Article 39, entitled “COMPLETION OF PHASE I DEVELOPMENT” shall be added to the Lease, and Article 36 of the Lease shall be revised accordingly, as follows:

Notwithstanding the requirements and definitions set forth in Article 36 (added by the First Amendment and modified by the Second and Third Amendments), for purposes of this Fourth Amendment, the Phase I Development to be completed by Tenant in accordance with the Lease and the DDA shall be deemed to consist of two parts, the first of which is completion of the retail space in the Leased Premises shown on Exhibit A as “Proposed Building B”, and the second of which is the completion of improvements to the Additional Parking Area set forth in Section 37, above. Upon issuance by the City of a Certificate of Completion for Building B, the first part of the Phase I Development shall be complete and the monthly extension payments in the amount of \$41,666.66 shall no longer be required. Completion of the second part of the Phase I Development shall proceed in accordance with Articles 37 and 38, above. Upon completion of the improvements to the Additional Parking Area and issuance by the City of a Certificate of Completion for the second part of the Phase I Development, the Phase I Development shall be complete in its entirety and the Phase I Completion Date shall have occurred, as required by the Lease and the DDA.

Section 11. In all other respects, the remainder of the Lease, as amended by the First, Second, and Third Amendments, shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First, Second, Third and/or Fourth Amendments, the provisions of this Fourth Amendment shall control.

[Signatures appear on the following page(s).]

**FOURTH AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

IN WITNESS WHEREOF, the Parties unto this Fourth Amendment have set their hands and seals on the day and date first written above.

LANDLORD

CITY OF RIVIERA BEACH

BY: _____
Thomas A. Masters
Mayor

TENANT

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Claudene Anthony, CMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

DATE: _____

WITNESSES FOR LANDLORD

Print Name: _____

Print Name: _____

WITNESSES FOR TENANT

Print Name: _____

Print Name: _____

Purchasing Initials _____

EXHIBIT A

Additional Parking Area

[attached]

**THIRD AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

This Third Amendment to Ground Lease – Retail (“Third Amendment”) is made and entered into as of March ____, 2014, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (as amended, the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises and certain surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, on or about May 15, 2013, the City and GSF Florida Retail LLC (collectively “the parties”) entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

WHEREAS, on or about January 15, 2014, the parties entered into a Second Amendment to Ground Lease—Retail (the “Second Amendment”): (a) to release to the City a portion of the land previously included in the Leased Premises and to revise the legal description of the Premises; (b) to extend certain deadlines for completion of certain improvements at the Premises pursuant to the DDA; and (c) to provide certain rights to a lender under any leasehold mortgage given by Tenant on the Premises; and

WHEREAS, the City has agreed to grant Tenant the right to use a parcel of real property owned by the City and adjacent to the Premises, for parking spaces for the benefit of the Premises and to enable Tenant to comply with the requirements of Section 4(d) of the Lease, and to amend Section 4(d) with respect to any revenues derived from the use of the parking areas; and

WHEREAS, the parties hereby agree to enter into this Third Amendment to: (a) grant certain rights to Tenant in City property for compliance by Tenant with the parking requirements in the Lease; (b) to amend Section 4(d) with respect to any revenues from any parking meters

installed on the Premises and on the additional parking areas; (c) to allow the Tenant sufficient time to obtain additional accessible parking for the benefit of City residents, Subtenants and others using the Premises, their guests and invitees; and (d) to extend the Initial Phase I Completion Date based on the delay in commencement of construction caused by issues arising on parking at the Premises.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged, the City and Tenant agree as follows:

Section 1. That Section 4(d) of the Lease, entitled "USE" is hereby amended as follows:

(d) Tenant will at all times provide at least 400 spaces of accessible parking and safe access to the beach for citizens of the City desiring to utilize the City's beachfront park and beach. These parking spaces may also be utilized by Subtenants or others utilizing the Leased Premises. The Tenant may not impose a charge for utilizing this parking. The City may, at any time, by reasonable notice to the Tenant, (i) charge for special event parking utilizing such spaces, and (ii) ~~with the approval of Tenant, such approval not be unreasonably withheld,~~ place meters or other charges on those utilizing such parking spaces, all revenue from any charges imposed pursuant to this section 4(d) subparagraph (ii) hereof to be split equally between Tenant and Landlord. ~~shall belong to the City.~~ Further, the 24 parking spaces located on and provided by the parcel excluded from the Premises pursuant to the Second Amendment shall be included in the calculation of the number of parking spaces required by the Lease. The inclusion of the 24 parking spaces shall be used in determining the compliance with the minimum 400 spaces referenced herein.

Section 2. That Article 36 of the Lease (which was added in the First Amendment and amended in the Second Amendment), entitled "FINAL EXTENSION AND PAYMENT" is hereby amended as follows:

36. FINAL EXTENSION AND PAYMENT

By payment of \$150,000.00 to the City simultaneously with the execution and delivery of this Second Amendment to Ground Lease, Tenant will be granted an additional extension to complete the Phase I Development as defined by the DDA ("Phase I") to March 28, 2015 ("Initial Phase I Completion Date"). The parties acknowledge payment of the \$150,000.00. Tenant will be granted a further additional extension to complete the Phase I Development to June 30, 2015. Further, the Tenant shall be granted additional monthly extensions to complete Phase I by payment of \$41,666.66 for each month after ~~March 28~~ June 30, 2015, that Tenant does not complete Phase I, not to exceed twelve (12) months (the "Phase I Completion Date Extensions"). The extension fee payments required for each of the Phase I Completion Date Extensions, if utilized by the Tenant, shall be paid to the City (as Additional Rent) beginning ~~April 1, July 1, 2015,~~ and shall be paid on the 1st of every month thereafter, as needed. (The Initial Phase I Completion Date and any applicable Phase I Completion Date Extensions shall be collectively referred to as the "Phase I Completion Date"). Tenant shall complete Phase I on or before the Phase I Completion Date. In the event Phase I is not completed as evidenced by a

certificate of occupancy issued on Phase I, by the Phase I Completion Date, the Lease shall automatically terminate and the City shall promptly give the Leasehold Mortgagee notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Tenant shall be granted a further extension to complete Phase I beyond the Phase I Completion Date, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond the Phase I Completion Date, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 3. That a new Section 37 shall be added to the Lease, entitled "PARKING EASEMENT GRANT" as follows:

Section 37. PARKING EASEMENT GRANT.

The City grants Tenant the right to use that certain parcel of property owned by the City and shown on Exhibit "A", attached to this Third Amendment and incorporated herein by reference, for the purpose of ingress, egress and parking (the "Additional Parking Area") for the benefit of the Premises, Tenant, Tenant's Subtenants, their guests and invitees, and the public for a period of six (6) years from the effective date of this Third Amendment (the "Parking Easement Term"). Tenant agrees to improve the Additional Parking Area prior to the certificate of occupancy being issued for completion of Phase I. The Additional Parking Area must be improved in a manner reasonably consistent with the existing parking areas for the Premises, including paving, striping, irrigating and landscaping. Tenant agrees to maintain the Additional Parking Area in accordance with the Lease for the duration of the Parking Easement Term. Prior to the end of the Parking Easement Term, Tenant shall procure and obtain alternative additional parking areas for the benefit of the Premises to enable Tenant to provide the necessary accessible parking spaces required by Section 4(d) of the Lease. At the end of the Parking Easement Term, Tenant shall have to provide an additional 26 parking spaces to be compliant with Section 4(d) of the Lease.

Section 4. In all other respects, the remainder of the Lease, as amended by the First Amendment, the Second Amendment and this Third Amendment, shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First Amendment, Second Amendment and this Third Amendment, the provisions of this Third Amendment shall control.

[Signatures appear on the following page(s)]

**THIRD AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

IN WITNESS WHEREOF, the Parties unto this Third Amendment have set their hands and seals on the day and date first written above.

LANDLORD

CITY OF RIVIERA BEACH

BY: _____
Thomas A. Masters
Mayor

TENANT

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

DATE: _____

WITNESSES FOR LANDLORD

Print Name: _____

Print Name: _____

WITNESSES FOR TENANT

Print Name: _____

Print Name: _____

EXHIBIT A

Additional Parking Area

[attached]



Exhibit A

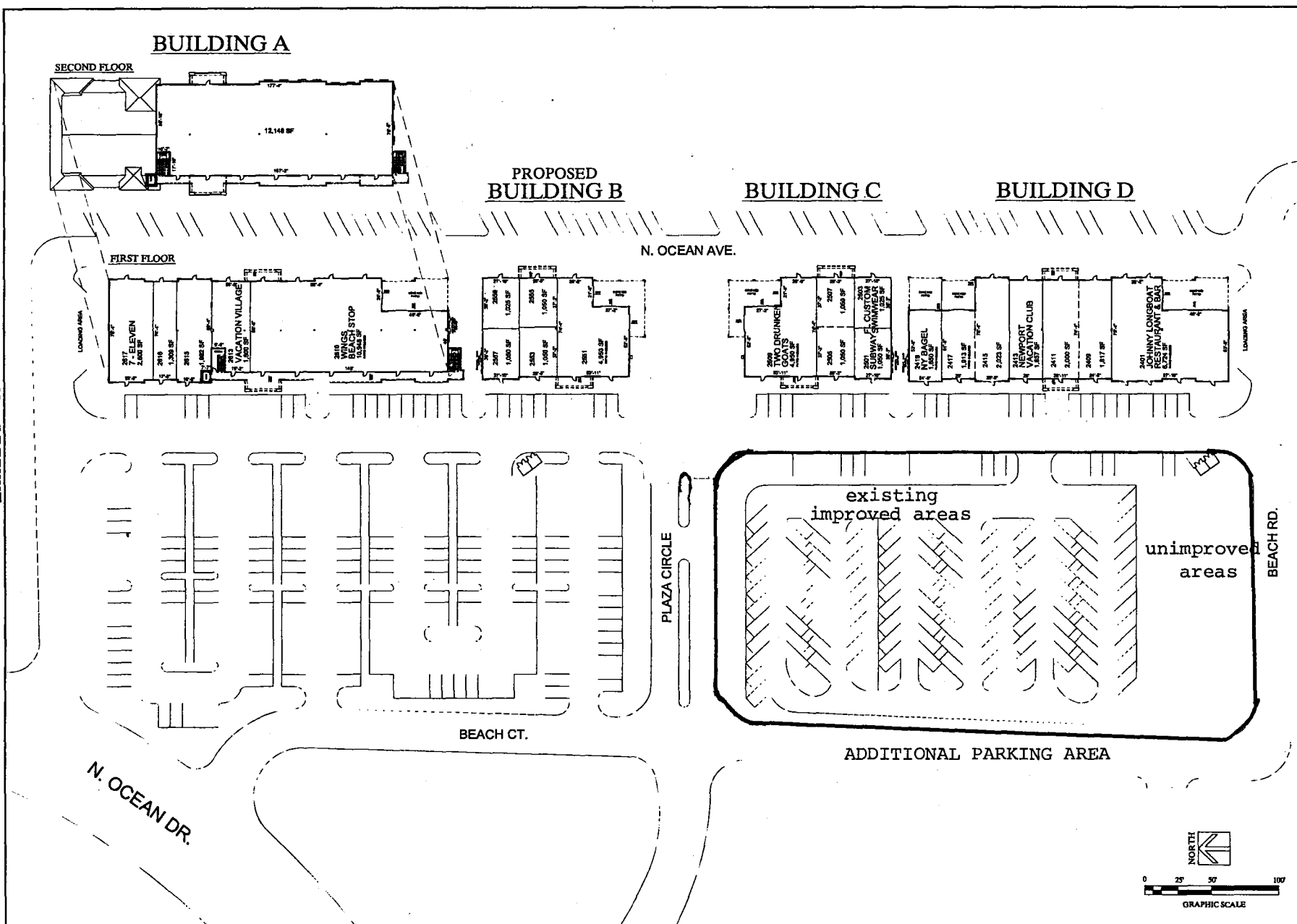
Ocean Mall Additional
Parking Area
(aka Phase II)

0 100 200 400 Feet

Legend

-  Additional Parking Area
-  Parcels
-  Roads
-  City Boundary





OCEAN MALL
SINGER ISLAND, FL 33404

Mail and Transit Building
(From Leaseable Area)

BUILD A	50,786 SF
BUILD B	9,128 SF
BUILD C	9,128 SF
BUILD D	15,150 SF
TOTAL GLA	84,292 SF

LEASE PLAN

LEASING & MANAGEMENT AGENTS:

URBAN

RETAL PROPERTIES, L.L.C.

923 S. Federal Highway
Suite 700
Boca Raton, FL 33432
561-394-6433

NOV. 2015

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

This Second Amendment to Ground Lease – Retail (“Second Amendment”) is made and entered into as of January ____, 2014, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

WHEREAS, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon “Unavoidable Delay” as defined in Section 35(o) of the Lease; and

WHEREAS, the City wishes to alter the Leased Premises to exclude a certain portion of land previously included, commonly referred to as the North Ocean Boulevard Strip, the new legal description for the Leased Premises is attached hereto as Exhibit “A” (“New Legal Description”);

WHEREAS, the parties hereby agree to enter into this Second Amendment to: (a) extend the Phase I Completion Date from May 31, 2014 to March 28, 2015, and to provide the Tenant with up to an additional 12 monthly extensions beyond March 28, 2015 to effectuate the Phase I completion; (b) to amend Section 25(d) and Section 36 of the Lease (which was added in the First Amendment) to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease; (c) to provide the Leasehold Mortgagee with eighteen (18) months after the Leasehold Mortgagee or its designee becomes the "Tenant" to complete construction of the Phase I Development; and (d) to revise the legal description of the Leased Premises to exclude the North Ocean Boulevard Strip and to encompass only the property set out in the New Legal Description attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

Section 1. That section 25(d) of Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby amended as follows:

(d) New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors' rights, if requested by any Leasehold Mortgagee in writing within thirty (30) days of such rejection or disaffirmance, ~~Landlord shall or if this Lease terminates for any reason (except with Leasehold Mortgagee's consent), Landlord shall promptly give Leasehold Mortgagee written notice stating that the Lease has terminated, and describing in reasonable detail any uncured Event(s) of Default (a "Landlord's Lease Termination Notice").~~ By giving notice to Landlord on or before thirty (30) days after Leasehold Mortgagee receives Landlord's Lease Termination Notice, Leasehold Mortgagee may require Landlord to promptly enter into a new lease of the Leased Premises with the Leasehold Mortgagee or its designee, as new tenant. Such new lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. Such written request by any Leasehold Mortgagee shall be accompanied by a copy of such proposed new lease, duly executed, and acknowledged by the proposed new assignee tenant, and the Leasehold Mortgagee shall have cured (or caused to be cured) all defaults under this Lease which are susceptible to being cured by the Leasehold Mortgagee and paid to Landlord all reasonable costs and expenses including and reasonable attorney's fees incurred by Landlord in connection with the Events of Default upon which the termination was premised, ~~termination of the Lease with Tenant, recovery of the Premises, and the preparation, execution and delivery of the replacement new lease, as applicable.~~ Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Lease Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Landlord, Tenant and the Leasehold Mortgagee. The new lease shall be on the same terms and conditions as this Lease and shall have the same priority as this Lease. Landlord's obligation to enter into the new lease shall be conditioned upon the following: (i) the Leasehold Mortgagee shall have cured all monetary defaults and commenced, and diligently prosecuted, the

cure of all reasonably curable non-monetary defaults; and (ii) the Leasehold Mortgagee shall reimburse Landlord for all reasonable costs and expenses incurred in reviewing the new lease.

Section 2. That the following new section 25(j) to Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby added to the Lease immediately after existing section 25(i):

(j) Requirement to Complete Phase I Development. If the Leasehold Mortgagee or its designee becomes the "Tenant" under this Lease or under a new lease (as contemplated by Section 25(d) above), then the Phase I Completion Date (defined below) shall be extended to the date that is eighteen (18) months after the effective date that the Leasehold Mortgagee or its designee actually becomes the "Tenant" under the new lease.

Section 3. That Article 36 of the Lease (which was added in the First Amendment), entitled "FINAL EXTENSION AND PAYMENT" is hereby amended as follows:

36. FINAL EXTENSION AND PAYMENT

By payment of \$150,000.00 to the City simultaneously with the execution and delivery of this Second Amendment to Ground Lease, to the City \$250,000 on or before May 31, 2013, Tenant will be granted an additional extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year to March 28, 2015 ("Initial Phase I Completion Date"). Further, the Tenant shall be granted additional monthly extensions to complete Phase I by payment of \$41,666.66 for each month after March 28, 2015, that Tenant does not complete Phase I, not to exceed twelve (12) months (the "Phase I Completion Date Extensions"). The extension fee payments required for each of the Phase I Completion Date Extensions, if utilized by the Tenant, shall be paid to the City (as Additional Rent) beginning April 1, 2015, and shall be paid on the 1st of every month thereafter, as needed. (The Initial Phase I Completion Date and any applicable Phase I Completion Date Extensions shall be collectively referred to as the "Phase I Completion Date"). Tenant shall complete Phase I on or before May 31, 2014 the Phase I Completion Date. In the event the \$250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed (certificate of occupancy issued), as evidenced by a certificate of occupancy issued on Phase I, by May 31, 2014 the Phase I Completion Date, the Lease shall automatically terminate and the property shall be surrendered to the City the City shall promptly give the Leasehold Mortgagee notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Tenant shall be granted a further an extension to complete Phase I beyond May 31, 2014 the Phase I Completion Date, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond May 31, 2014 the Phase I Completion Date, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue

completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 4. The City and Tenant confirm and acknowledge that the Phase I work remaining to be performed is the construction of an approximately 6,900 square foot building for retail space, as may be modified by written agreement by Tenant and the City. Completion will be evidenced by Certificate of Completion for the building and specifically will not include any tenant improvement work. The City and Tenant further confirm and acknowledge completion by Tenant of all items on the List of Deficiencies attached to the First Amendment, with the exception of Item 14 of the Building Issues and Item 8 of the Landscaping and Irrigation Issues which are to be completed in connection with Phase I.

Section 5. Section 1 and Exhibit "A" of the Lease shall be revised as follows:

Section 1 of the Lease shall be deemed modified to reduce the square footage of the Leased Premises from approximately 370,228 square feet to approximately 357,121 square feet, to exclude the North Ocean Boulevard Strip.

Exhibit "A" to the Lease shall be removed and replaced with the New Legal Description which shall bear the title Exhibit "A."

Section 6. In all other respects, the remainder of the Lease and the First Amendment shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First Amendment and this Second Amendment, this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

IN WITNESS WHEREOF, the Parties unto this Second Amendment have set their hands and seals on the day and date first written above.

LANDLORD

TENANT

CITY OF RIVIERA BEACH

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

BY: _____
Thomas A. Masters
Mayor

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

DATE: _____

WITNESSES FOR LANDLORD

WITNESSES FOR TENANT

Print Name: _____

Print Name: _____

Print Name: _____

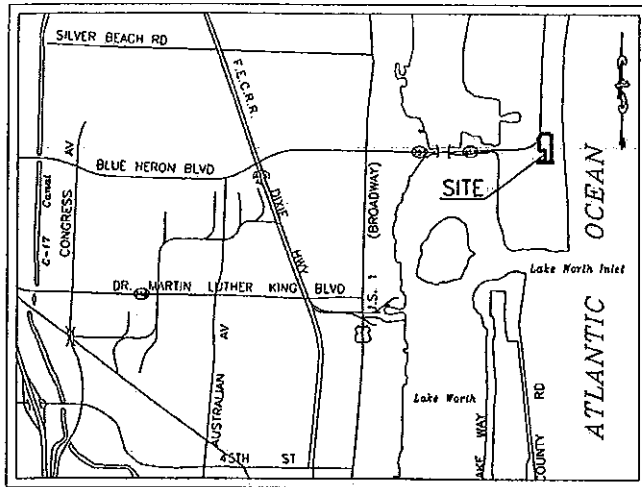
Print Name: _____

EXHIBIT A

Legal Description of the Leased Premises

[attached]

Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SD-EXHIBIT A.dwg



LOCATION MAP
NOT TO SCALE

SKETCH AND LEGAL DESCRIPTION (THIS IS NOT A SURVEY) PALM BEACH COUNTY, FLORIDA

DESCRIPTION:

PARCEL "B" AND PORTIONS OF PARCELS "C" AND "D" OF THE PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TOGETHER WITH PORTIONS OF OCEAN AVENUE, NORTH OCEAN BOULEVARD AND BEACH AVENUE, ALSO BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" AND ALONG THE EAST RIGHT OF WAY LINE OF SAID OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT, SOUTH 00°46'50" WEST, A DISTANCE OF 923.71 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 90°00'00" EAST, A DISTANCE OF 50.46 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 00°00'00" WEST, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF RIVIERA BEACH OCEAN TRACT AND IT'S WESTERLY EXTENSION, NORTH 90°00'00" WEST, A DISTANCE OF 509.93 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, AS SHOWN ON PLAT BOOK 23, PAGES 29 THROUGH 32, OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 50.05 FEET; THENCE LEAVING SAID EAST LOT LINE AND WEST RIGHT OF WAY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 241.83 FEET; THENCE NORTH 00°46'50" EAST, A DISTANCE OF 365.03 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 230.17 FEET; THENCE ALONG THE AFORESAID WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, NORTH 02°36'30" EAST, A DISTANCE OF 375.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING OF NORTH 66°54'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 139°02'41", AND AN ARC DISTANCE OF 72.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A), AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SAID POINT ALSO BEING THE POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 623.69 FEET AND A CHORD BEARING OF NORTH 33°14'28" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°38'41", AND AN ARC DISTANCE OF 224.73 FEET TO THE NON-TANGENT INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF OCEAN AVENUE AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A) AND RUNNING ALONG SAID NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, SOUTH 89°58'36" EAST, A DISTANCE OF 365.26 FEET TO THE POINT OF BEGINNING.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF RIVIERA BEACH OCEAN TRACT AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, PALM BEACH COUNTY RECORDS, WITH THE SOUTH LINE HAVING A BEARING OF NORTH 00°00'00" WEST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

SIGNED:

DAVID E. ROHAL

PROFESSIONAL SURVEYOR AND MAPPER NO. LS 4315
STATE OF FLORIDA

11-22-13



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
PALM BEACH COUNTY, FLORIDA

SCALE 1" = 200'	PROJECT No 13-5578	SHEET 1
DATE 11/22/13	CAD FILE SEE LIST	OF 2

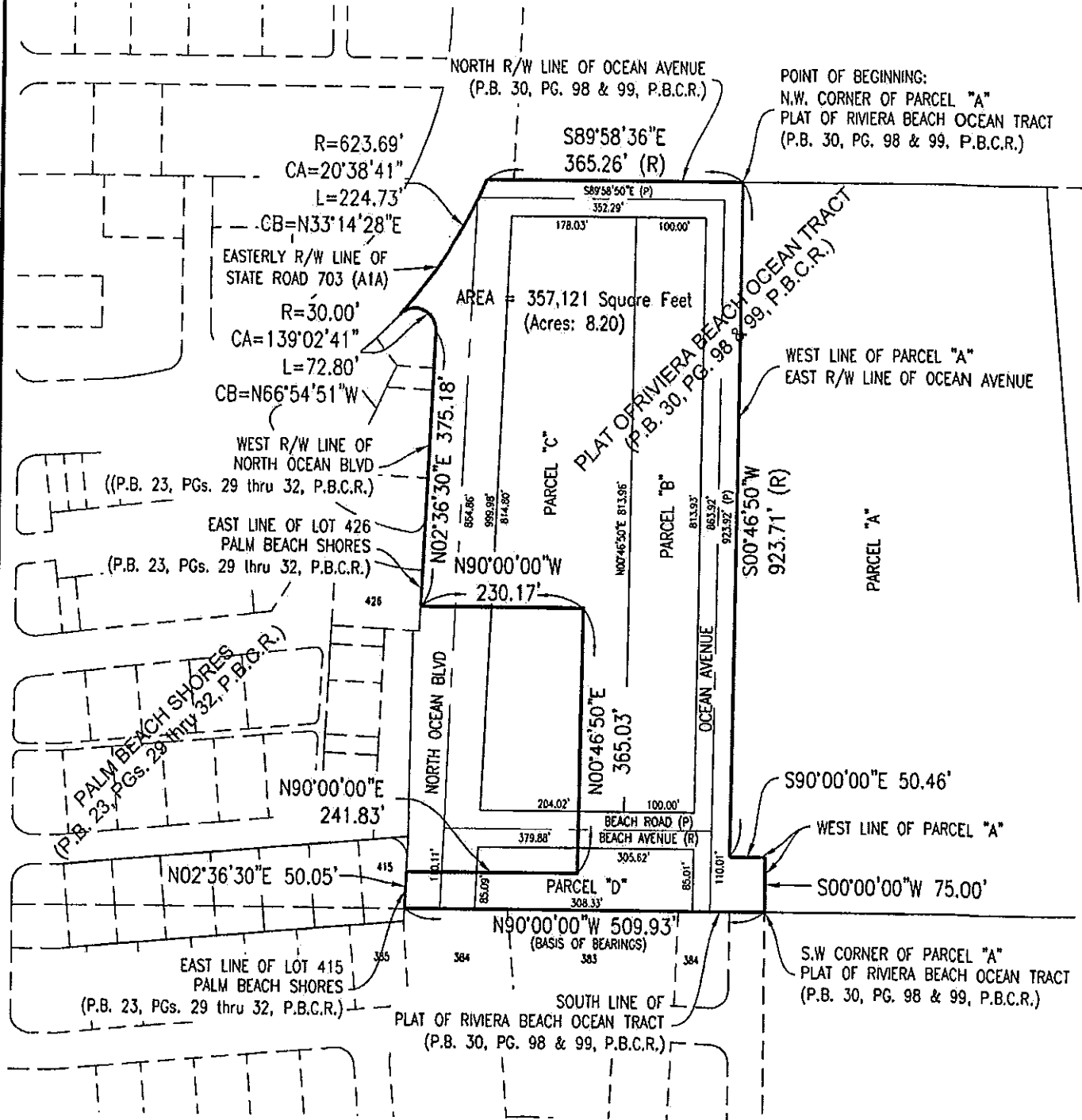
Exhibit A



LEGEND:

BLVD BOULEVARD
C.A. CENTRAL ANGLE (DELTA)
C.B. CHORD BEARING
L. ARC LENGTH
LB LICENSED BUSINESS
P.B.C.R. PALM BEACH COUNTY RECORDS
P.B. PLAT BOOK
PG PAGE
R RADIUS
R/W RIGHT-OF-WAY
(R) RECORD
(P) PLAT

SCALE
1" = 200'



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SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
PALM BEACH COUNTY, FLORIDA

SCALE
1" = 200'
DATE
11/22/13

PROJECT No
13-5578
CAD FILE
SEE LEFT

SHEET
2
OF
2

**FIRST AMENDMENT TO GROUND LEASE --RETAIL
OCEAN MALL**

This First Amendment to Ground Lease – Retail (“Amendment”) is made and entered into as of May 15, 2013, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013;

WHEREAS, the parties hereby agree and acknowledge that Phase II of the DDA was terminated on or about May 21, 2013;

WHEREAS, the parties hereby agree to enter into this Amendment to facilitate a further extension to complete the Phase I construction required of the Tenant by the DDA; and

WHEREAS, the parties hereby agree that notwithstanding the extension being given under the Lease to complete the Phase I construction defined under the DDA through May 31, 2014, the DDA itself has expired by its terms on or about May 31, 2013 and is therefore also deemed terminated.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

Section 1. That section 14 (a)(vi) of Article 14, entitled "Default and Remedies" of the Lease is hereby deleted in its entirety as follows:

14(a) Each of the following events shall be an "Event of Default" hereunder:

~~(vi) if Tenant fails to observe or perform in any material respect the provisions of Section 13.01(c) of the Disposition and Development Agreement, dated as of December 18, 2006, among the Landlord, the Riviera Beach Community Redevelopment Agency and the Tenant, which results in a termination of the Disposition and Development Agreement in accordance with Section 14.01 thereof with respect to the Phase I Development (as such term is defined in the Disposition and Development Agreement); or~~

Section 2. That the Lease shall be amended by adding a new section 36 entitled "FINAL EXTENSION AND PAYMENT" as follows:

By payment of \$250,000.00 to the City on or before May 31, 2013, Tenant will be granted an extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year. Tenant shall complete Phase I Development on or before May 31, 2014. In the event the \$250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed (certificate of occupancy issued) by May 31, 2014, the Lease shall automatically terminate and the property shall be surrendered to the City.

Tenant shall be granted an extension to complete Phase I beyond May 31, 2014, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond May 31, 2014, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 3. The parties recognize that the rent payment under the Lease for 2012 is \$27,325.29. The rent payment was due on April 1, 2013. In addition to making the 2012 rent payment immediately (which shall include any late fees due), Tenant agrees to pre-pay \$27,325.29 by June 1, 2013, as partial rent payment for 2013. If the actual rent payment for 2013 ultimately exceeds \$27,325.29, then Tenant agrees to pay said

difference by April 1, 2014. If the actual rent payment for 2013 is less than \$27,325.29, then the City shall credit Tenant that amount for lease year 2014.

Section 4. Tenant agrees to complete all items on the List of Deficiencies (except for item #14), attached hereto as Exhibit A, within 45 days of May 15, 2013 (by June 28, 2013). Tenant shall provide the City with a written status update concerning each item by June 7, 2013, and shall advise the City Community Development Director in writing when the list has been completed. Failure to complete the list within 45 days (by June 28, 2013), shall result in the Tenant being fined by the City the sum of \$100 per day until all items on Exhibit A are completed. Tenant has thirty (30) days to pay any fine levied; otherwise, it will be subject to Default as defined in the Lease.


Section 5. In all other respects, the remainder of the Lease shall remain in full force and effect and unmodified, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease and this Amendment, the Amendment shall control. This Amendment may be signed in any number of counterparts, all of which taken together shall constitute one complete and whole Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**AMENDMENT TO GROUND LEASE -RETAIL
OCEAN MALL**

IN WITNESS WHEREOF, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
(LANDLORD)

BY: 
Thomas A. Masters
Mayor

TENANT

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company
By: ~~GSF Trust 2011-1~~, its manager.

BY: 
Name: JULIAN WELDON
Title: SECRETARY

ATTEST:

BY: _____
Carrie E. Ward
City Clerk, MMC

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

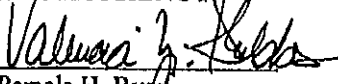
BY: 
Pamela H. Ryan
City Attorney

EXHIBIT A
LIST OF DEFICIENCIES

Building issues:

- 1) Broken sidewalk by 7-Eleven needs to be fixed (tripping hazard). Replace damaged section of walkway.
- 2) Re strap vent pipe. Needs to be secured at the north building by the elevator.
- 3) Extra pipes by electrical services need caps to seal them not duct tape. Cap pipes with hard caps to prevent water and vermin from entry into buildings.
- 4) Remove pipe half buried on the south side of the parking lot. It is a tripping hazard.
- 5) Need to unclog roof drain on south building. Water is coming out of overflow and landing on sidewalk. Check roof drains and remove any impediments to water flow through drains.
- 6) Powder coat on 2nd floor railing is peeling in places. Sand and paint areas where powder coating is peeling.
- 7) The walls need touch up paint where it is peeling. Where signs have been removed, paint needs to be touched up. Repaint any areas with discoloration and peeling that need repainting.
- 8) Clean second floor walkway. It has debris and a lot of trash on it.
- 9) Some of the lights are on in the daytime. Check the timers and/or photo cells to verify they are set correctly.
- 10) There are bird nests in many of the light housings over the walk ways. Clean out all light housings. It is a fire hazard.
- 11) Need to pressure wash and clean pavers outside of the Johnny Longboats restaurant.
- 12) Dumpster enclosures and pavement in front of them are unsanitary. Pressure wash dumpster areas.
- 13) Remove signage from closed businesses (e.g., Wing Flyer Store).
- 14) Existing South parking lot staging area may be used by the Tenant for staging during the demolition and construction of remaining pre 2010 buildings-(existing

location of 7-11) and must be restored to a functional safe, permitted parking lot area, as approved by the City Building Official, within 60 days of leaseholder obtaining certificate of occupancy from the City for the newly reconstructed building. The Tenant agrees to be responsible for the site until it is turned back over to the City and will indemnify the City from claims etc. as set out in section 18 of the Lease. Tenant shall also be responsible for the cost of reconstructing the parking lot.

Landscaping and irrigation issues:

- 1) Replace mulch and ground cover (dune sunflower) in all landscaped areas and islands in accordance with the Ocean Mall City's landscape code. Ground cover and mulch should be replaced around the entire Ocean Mall and parking lots. There should be no bare ground. After completion leaseholder must verify with Community Development that all work meets City code.
- 2) Remove trash from all landscape areas and islands around the entire Ocean Mall and Parking lots.
- 3) Sod between new building and old building needs to be replaced. Replace sod in all areas where there is bare ground where sod should be.
- 4) Remove Australian pine (invasive tree) in front of 7-Eleven.
- 5) Replace dead palm tree at east side of middle drive entrance going east and west between north and south parking lots.
- 6) Prune any shade trees to City Code landscape standards in west of building parking lots.
- 7) Replace all missing sprinkler and drip heads on irrigation system.
- 8) Remove Jersey Barriers from south parking lot and landscape and install irrigation along perimeter of south parking lot with landscaping materials similar to landscaping materials in main east/west entry drive aisle, i.e., cabbage palms, silver buttonwood, red tip cocoplums, green island ficus and dune sunflower. Cabbage palms must be planted no less than 8 to 10 feet apart.

RESOLUTION NO. 181-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GROUND LEASE CONCERNING THE OCEAN MALL BETWEEN THE CITY AND OMRD, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 23, 2003, the City of Riviera Beach Community Redevelopment Agency ("CRA") issued its request for proposals RFP-03-01 ("RFP") soliciting a developer or developers to redevelop certain beachfront property (the "Project") within the City of Riviera Beach, Florida (the "City"); and

WHEREAS, three (3) developers responded to the RFP; and

WHEREAS, the CRA, after a public review process, ranked the developers who responded to the RFP and directed City and CRA staff to negotiate the terms under which the developer would lease certain land from the City to develop, construct and operate the Project in accordance with the requirements of the RFP; and

WHEREAS, when the CRA and the first-ranked developer reached an impasse, the CRA commenced negotiations with the second-ranked developer, and the CRA and the second-ranked developer entered into a Letter of Intent on August 31, 2005; and

WHEREAS, OMRD, LLC ("OMRD") was formed pursuant to the August 31, 2005 Letter of Intent as the special purpose entity to carry out the development of the Project; and

WHEREAS, the City Council and the CRA at a duly called public meeting held on August 23, 2006, approved the preliminary terms and conditions (including the conceptual site plan) of an agreement between the City of Riviera Beach, CRA and OMRD and authorized staff to negotiate and finalize such agreement with OMRD; and

WHEREAS, the City and the Developer have negotiated that certain Ground Lease - Retail (the "Retail Lease"), in the form attached hereto as Exhibit A, as a separate definitive agreement for the lease of a portion of the land comprising the Project; and

WHEREAS, the City hereby finds and determines that the proposed Project as contemplated by the Retail Lease will be beneficial to tourism and recreation by providing additional services and retail opportunities in the beachfront area.

RESOLUTION NO. 181-06

PAGE -2-

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

SECTION 1. The Mayor and City Clerk to execute a Ground Lease - Retail in the form set forth in Exhibit A attached hereto.

SECTION 2. The Mayor and Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby, and the City Attorney, City special counsel and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED THIS 18TH DAY OF DECEMBER, 2006.

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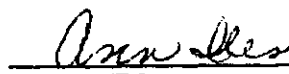
RESOLUTION NO. 181-06

PAGE -3-

APPROVED:



MICHAEL D. BROWN
MAYOR



ANN ILES
CHAIRPERSON

ATTEST:



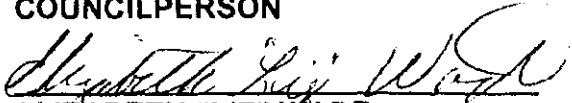
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

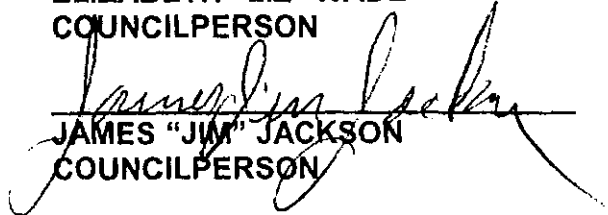
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: N. DUNCOMBE

A. ILES AYE

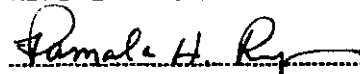
V. LEE ABSENT

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/13/06

GROUND LEASE – RETAIL

This Ground Lease (the "Lease"), is made and entered into as of Dec. 18, 2006, by and between OMRD, LLC, a Delaware limited liability company¹ ("Tenant"), and CITY OF RIVIERA BEACH, FLORIDA, a Florida municipal corporation ("Landlord" or "City").

WITNESSETH:

WHEREAS, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (and referred to as the "Agency"), created by the City of Rivera Beach pursuant to Chapter 163, Part III of the Florida Statutes, THE CITY OF RIVIERA BEACH, FLORIDA, a Florida municipal corporation (and referred to in this Agreement as the "Landlord"), and OMRD, LLC, a Delaware Limited Liability Company, its successors and assigns, entered into a Disposition and Development Agreement, as of the date hereof (the "DDA"); and

WHEREAS, the DDA contemplates the Landlord and Tenant would enter into a lease with respect to the Phase I Development, as such term is defined in the DDA; and

WHEREAS, this Lease is the lease that is contemplated by and referred to in the DDA as the Phase I Lease.

WITNESSETH:

In consideration of the Rent to be paid by Tenant and the agreements hereinafter provided to be performed by the parties hereto, Landlord hereby leases to Tenant, and Tenant hereby accepts and rents from Landlord, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth:

1. **LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term set forth in Article 3 below, that certain real estate located in the City of Riviera Beach, County of Palm Beach, State of Florida, containing approximately 370,228 square feet of land, which real property is more particularly described in Exhibit "A", together with all improvements, appurtenances, easements and privileges belonging thereto (the "Leased Premises"), subject to such matters of title set forth in Exhibit "B" attached hereto ("Permitted Exceptions"). That certain Lease Agreement, dated December 29, 1972, between the Landlord and Shelter Programs Company, as amended and supplemented, with respect to a portion of the Leased Premises, is referred to herein as the "Existing Lease."

The terms "Buildings" and "Site Improvements", as used herein, shall mean the building(s) and those improvements, respectively, that Tenant may construct from time to time on the Leased Premises, all as hereinafter provided. The term "Existing Improvements" shall

mean the buildings and other improvements existing on the Leased Premises as of the date of this Lease.

2. RENT.

(a) Rent. The Landlord shall receive annual lease payments calculated as a percentage of the Base Subtenant Rent paid by all Subtenants at the Leased Premises in accordance with the following percentage amounts:

- (i) Four percent (4%) for lease years one (1) through twenty-five (25);
and

(ii) Six percent (6%) for lease years twenty-six (26) through fifty (50).

(Collectively the "Percentage Rent"). Such Percentage Rent shall be paid annually on April 1 of each year following the year to which such Percentage Rent relates. Percentage Rent shall be prorated for partial years.

"Base Subtenant Rent" shall mean the base rental income received by the Tenant from each Subtenant pursuant to such Subtenant's sublease. In addition to Base Subtenant Rent a sublease with a subtenant may also provide that the Subtenant must pay what is customarily termed "Common Area Maintenance" charges, this is the additional amount charged to the Subtenant to cover such Subtenant's share of other costs and expenses commonly allocated to the operation and maintenance of the Leased Premises (i.e., taxes, utilities, insurance, capital improvements (excluding the costs of initially constructing the Buildings and Site Improvements), maintenance, repairs).

Tenant shall not be permitted to designate any portion of its Base Subtenant Rent as Common Area Maintenance charges and Landlord shall not receive any Percentage Rent with respect to any Common Area Maintenance charges.

Rent used in this Lease shall mean Percentage Rent and any Additional Rent (as hereinafter defined).

(b) Net Lease. It is the purpose and intent of Landlord and Tenant that the Percentage Rent herein reserved shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Percentage Rent to be paid during the term of this Lease without any diminution, reduction, deduction, counterclaim, setoff or effect whatsoever, and that all costs and expenses including, but not limited to real estate taxes, special assessments, sales taxes, personal property taxes, licenses and permits, intangible taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (including any personal property used in the operation thereof) which may arise or become due during the term of this Lease (collectively, "Additional Rent"), shall be paid by Tenant directly to the parties who are owed such amounts and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Upon the non-payment of an item of Additional Rent, after expiration of applicable notice and grace periods, Landlord shall have the right and remedies reserved herein for the non-payment of the Percentage Rent. Notwithstanding the foregoing,

Tenant shall pay the real estate taxes directly to the proper taxing authorities as provided herein, and the real estate taxes shall thereafter no longer be Additional Rent, unless Tenant fails to pay or cause said real estate taxes to be paid before delinquency, and Landlord thereafter pays same, in which event Tenant shall reimburse Landlord, as Additional Rent, for such tax payment.

(c) Method and Place of Payment: Late Payment. Until further notice by Landlord to Tenant, Percentage Rent checks shall be payable to and mailed to: City of Riviera Beach, 600 W. Blue Heron Boulevard, Riviera Beach, FL 33404, or payable by wire transfer of funds pursuant to wiring instructions provided by Landlord to Tenant upon Tenant's request. Landlord shall, prior to the Effective Date, provide Tenant with a completed IRS Form W-9. Any successor to Landlord shall likewise provide Tenant with such completed IRS Form W-9.

Except as otherwise specifically provided herein, all Rent shall be paid without notice or demand. Rent also may be paid by wire transfer of immediate funds in accordance with instructions as Landlord may provide by notice to Tenant. If Tenant shall fail to make any payment of Rent within fifteen (15) days after the same shall be due, the late payment shall bear interest from the date due until the date paid at a daily rate (the "Late Charge Rate") equal to the lesser of (a) two percent (2%) per annum in excess of the prime rate (the "Prime Rate") in effect from time to time at Citibank, N.A., or the prime rate of any major banking institution doing business in Florida, as selected by Landlord, if such bank is not in existence or has not established a prime rate, and (b) the maximum interest rate permitted by law. All interest payable under this Section shall be deemed Percentage Rent and shall be due and payable by Tenant immediately upon demand.

3. TERM. The term shall commence on the Effective Date and shall continue for fifty (50) years thereafter (the "Term").

4. USE.

(a) Tenant shall have the right to use and occupy the Leased Premises for, subject to the provisions of paragraph 4(e) and 4(f) below and to the requirement that the Leased Premises be used for retail and (if permitted as provided below) office purposes, all lawful purposes Tenant determines in its sole or absolute discretion, including but not limited to, the purpose of owning, developing, leasing, operating and selling a retail shopping center and all activities related or ancillary thereto. In the event that the Tenant determines in its reasonable discretion that Leased Premises cannot be supported solely with retail space, then the Tenant shall be entitled to have office space within the Leased Premises, not to exceed 20% of the square feet of the Leased Premises, so long as the use of such office space is related to the promotion of tourism or recreation.

(b) Title and ownership to the Buildings and Site Improvements shall be vested in Tenant or its successors or assignees (including any subsequent or further improvements, modifications and additions to the Buildings and/or Site Improvements). Landlord shall have no right to encumber the Leased Premises or any Buildings and Site Improvements (in part or in whole) from time to time located on the Leased Premises. Landlord shall execute upon Tenant's request such easements as Tenant shall reasonably require for the purpose of connection to or use of existing and future drainage and utility facilities (including

without limitation, water, sewer gas, electricity, cable, internet and telephone) to serve the Leased Premises. After delivery of the Leased Premises by Landlord, Tenant is authorized to demolish all Existing Improvements located on the Leased Premises, to remove, raze and destroy such trees, plants, shrubs and top soil as Tenant deems necessary or appropriate, and to excavate and remove earth from the Leased Premises in such quantities necessary or appropriate to complete Tenant's Construction (the "Demolition"). Upon the written request of Tenant, Landlord agrees to execute or join in the execution of any documents or instruments that may be reasonably required by Tenant and/or third parties, including but not limited to governmental authorities for the development, use and enjoyment of the Leased Premises, subject, however, to the City's rights and approvals as a regulatory body which may not be contracted away. Without limitation, such documentation may include (i) zoning applications, (ii) changes or variances required by governmental authority, (iii) changes in existing rights of way bounding the Leased Premises, (iv) dedications of easements for roadways, utilities, ingress, egress and other purposes as Tenant may reasonably require, (v) building Permits, variances, use Permits, licenses, approvals or similar governmental authorizations, (vi) abandonment and/or relocation of any easements and rights-of-way that are located within the Leased Premises as public streets and public sidewalks, including without limitation, those designated on Exhibit C attached hereto, interfering with Tenant's development or use of the Leased Premises, and (vii) other like matters. In no event shall Landlord execute any of the foregoing affecting the Leased Premises during the Term without the prior written consent of Tenant, which consent Tenant may withhold in its sole and absolute discretion.

(c) Tenant shall operate and manage the Leased Premises with that degree of skill, care and diligence normally exercised by operators and managers of first-class retail development projects with a scope, magnitude and location comparable to the Leased Premises, including in all cases the standards by which the Leased Premises is operated when it is initially opened, ordinary wear and tear excepted, and otherwise in compliance with this Lease. The Tenant's responsibilities shall include maintenance of all lighting, landscaping, parking, resurfacing, security, irrigation, common areas and other facilities located on the Leased Premises necessary to the complete functioning of a first-class project and compliance with applicable City standards.

(d) Tenant will at all times provide at least 400 spaces of accessible parking and safe access to the beach for citizens of the City desiring to utilize the City's beachfront park and beach. These parking spaces may also be utilized by Subtenants or others utilizing the Leased Premises. The Tenant may not impose a charge for utilizing this parking. The City may, at any time, by reasonable notice to the Tenant, (i) charge for special event parking utilizing such spaces, and (ii) with the approval of Tenant, such approval not to be unreasonably withheld, place meters or other charges on those utilizing such parking spaces, all revenue from any charges imposed pursuant to subparagraph (ii) hereof to be split equally between Tenant and Landlord.

(e) Tenant shall use and operate the Leased Premises throughout the Term as required by this Lease. In any event, the Leased Premises shall be used only in accordance with the Final CO(s) therefor (or Temporary CO(s), to the extent that Final CO(s) have not been issued therefor).

(f) Without limiting the provisions of subparagraph (e) above, Tenant shall not use or occupy the Leased Premises or any part of the Leased Premises, and neither permit nor suffer the Leased Premises, or any portion thereof, to be used or occupied, for any of the following ("Prohibited Uses"): (i) for any unlawful or illegal business, use or purpose or for any business, use or purpose which violates any Requirements; (ii) for any use which is a public nuisance; (iii) as a flea market; (iv) as a massage parlor, except to the extent that therapeutic massages are given in connection with chiropractic, physical therapy or other similar services; (v) a skating rink; (vi) a mortuary; (vii) a labor camp; (viii) an off-track betting establishment; (ix) a gaming or bingo establishment; (x) a nude or topless adult entertainment facility; or (xi) in such manner as may make void or voidable any insurance then in force with respect to the Leased Premises. For purposes hereof, "Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Tenant or other persons, or the Leased Premises, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Leased Premises, or any vault in, or under the Leased Premises (including, without limitation, ADA and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) the Temporary and/or Final COs issued for the Leased Premises as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Tenant under this Lease; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations or other indentures, documents or instruments of record.

5. EFFECTIVE DATE. The effective date (the "Effective Date") of this Lease shall be the date which is thirty (30) days subsequent to the satisfaction of the last to occur of the following events (collectively, the "Conditions Precedent to Effectiveness"):

(a) Tenant having acquired and/or extinguished all rights of the subleases under the Existing Lease; notwithstanding the foregoing, this condition precedent will be deemed satisfied even if some of such subleases remain in effect so long as the condition precedent referred to in subparagraph (c) below has been satisfied;

(b) Evidence that all liens on the Tenant's interest in the Existing Lease have been extinguished and submittal of the Existing Lease by the Tenant to the Landlord for termination; and

(c) Tenant has received site plan approval for the construction of the Building and Site Improvements, which Landlord agrees (subject to the City's rights of approvals as a regulatory body which may not be contracted away) to cooperate with the Tenant to obtain; provided, however, that satisfaction of this condition shall not require Tenant to obtain permits for the construction of the Building and Site Improvements.

Landlord agrees to work with Tenant to resolve any issues associated with acquiring all rights under any sublease with respect to the Existing Lease. The Existing Lease shall be terminated as of the Effective Date.

6. UTILITIES. Landlord shall execute, upon request therefor by Tenant, such easements and rights of way as Tenant shall reasonably require for the purpose of connection to and use of existing and future drainage and utility facilities (including, but not limited to, water, gas, telephone, electric lines, cable, internet, telephone, storm drainage, sanitary sewer systems and surface drainage) located over, under, and across the Leased Premises. Tenant shall pay, directly to the provider thereof, when due, all bills for water, sewer rents, sewer charges, heat, gas, electricity, stormwater, cable, internet and telephone or any other utility service used in the Leased Premises from the commencement of the Term until the expiration of the Term. The source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. If Tenant shall require additional service line capacity of any of such utilities and if same are available on the Leased Premises, Tenant, at Tenant's expense, shall have the right to the use of the same.

7. REPAIRS, CONFORMITY WITH THE LAW.

(a) Repairs. Tenant shall take good care of, and keep and maintain, the Leased Premises in good and safe order and condition, and shall make or cause to be made all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Leased Premises in good and safe, first class condition, however the necessity or desirability therefor may arise. Tenant shall not commit, waste, damage or injury to the Leased Premises. All repairs made by Tenant shall be substantially equal in quality to the original quality of the Buildings being repaired and shall be made in compliance with the Requirements. Landlord shall not have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair with respect to the Leased Premises. Tenant shall be responsible for all City or Palm Beach County, Florida ("County") code violations imposed against the Leased Premises, during the Term, as if it was the owner of the Leased Premises. Tenant's obligations under this Article shall be subject to Article 12 concerning Tenant's obligations in the event of damage due to fire or other casualty.

(b) Hazardous Conditions. In the event that any Hazardous Substances are discovered at any time in, under or on the Leased Premises, regardless of whether caused by the Tenant, any subtenant or any transferee, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises, Tenant shall, at Tenant's expense, remove and dispose of the same in accordance with applicable law.

(c) Indemnification. Tenant hereby indemnifies, defends and holds harmless the Landlord Indemnified Parties from and against any claims, liability, obligation, damage, cost, expense, fines and penalties, including, without limitation, reasonable attorneys' fees and costs and reasonable and applicable consultants and contractors' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Such obligation of Tenant shall include the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably satisfactory to Landlord), and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Landlord Indemnified

Parties resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Tenant's obligations shall not apply with respect to Hazardous Substances in, under or on the Leased Premises existing prior to the execution hereof. Without limiting the foregoing, if the presence or release of any Hazardous Substance on or from the Leased Premises caused or permitted by Tenant results in any violation of Environmental Laws or material contamination of the Leased Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary or appropriate to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld. The foregoing indemnifications shall survive the termination or expiration of this Lease for any reason.

(d) Notices. If Tenant receives any notice of, or otherwise becomes aware of, a release, threat of release, or written notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other environmental, health or safety matter affecting Tenant or the Leased Premises (an "Environmental Complaint") independently or by written notice from any governmental authority having jurisdiction over the Leased Premises, including the Environmental Protection Agency (the "EPA"), or with respect to any litigation regarding environmental conditions at or about the Leased Premises, then Tenant shall give prompt oral and written notice of same to the Landlord detailing all relevant facts and circumstances.

(e) Landlord's Remedies. If Tenant does not diligently commence to remediate the environmental conditions it is required to remediate in accordance with the foregoing provisions, promptly after becoming aware of the same and thereafter diligently pursue the completion thereof in a reasonable time (and in any event in accordance with Requirements), Landlord shall have the right, but not the obligation, to enter onto the Leased Premises or to take such actions as it deems necessary or advisable and practicable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any such environmental conditions upon its obtaining knowledge of such matters independently or by receipt of any notice from any Person (as defined below), including the EPA. Any amount so expended by Landlord, together with interest thereon at the Late Charge Rate from the date of payment by Landlord through the date of repayment by Tenant, shall become Additional Rent hereunder, payable upon demand.

(f) Definitions.

"Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of Persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

"Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the remediation or mitigation of an Environmental Condition, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any feasibility studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work;

"Landlord Indemnified Party or Parties" means, collectively, the Community Redevelopment Agency of the City of Riviera Beach (the "CRA"), the Landlord and their respective elected and appointed officials (including the CRA's chair and members, the Mayor and the City council members), directors, officers, shareholders, members employees, agents and representatives and the respective heirs, legal representatives, successors, and assigns of any of the foregoing.

(g) Survival. The provisions of this Section 8 (b) through (e) shall survive the termination or expiration of this Lease for any reason.

(h) Conduct of Business. Tenant, its successors, subtenants, and assigns, shall comply with all Requirements regarding the manner of the conduct of such parties' particular business in the Buildings or Site Improvements. Following the Effective Date, Tenant shall make all required changes or installations, and pay the cost, if any, of all inspections required to comply with valid Requirements as they apply to the Leased Premises, Buildings and/or Site Improvements. Tenant, at its option and sole expense, shall have the right to contest in good

faith by appropriate legal proceedings, and delay compliance thereof during the pending of such proceedings, the validity or applicability of any such laws or Requirements.

8. SIGNS, TENANT'S FIXTURES. Tenant may install, change, remove, enlarge and alter, at Tenant's sole cost and in compliance with applicable law, such signs at the Leased Premises, Buildings and/or Site Improvements (including, without limitation, monument, directional and pylon signs), advertising matter, machinery and mechanical equipment as Tenant deems necessary or appropriate. Landlord agrees to cooperate with Tenant in obtaining all necessary Permits including, without limitation, any variances required for same, subject, however, to the city's rights of approvals as a regulatory body which may not be contracted away.

9. ALTERATIONS.

(a) Alterations. At any time, and from time to time, Tenant, at Tenant's cost and expense and in compliance with all Requirements, may undertake any demolition, alteration, addition, enlargement or improvement (any of the foregoing being referred to herein as an "Alteration") of all or any portion of the Building, Site Improvements and Leased Premises as Tenant deems necessary or appropriate. Notwithstanding the foregoing, the Tenant agrees that it will not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed by Landlord, undertake any Alterations, which materially alters the site plan previously approved by Landlord. In addition, Landlord's consent shall not be required under this Lease in connection with (i) any subtenant's interior alterations, (ii) any alteration of any Subtenant's storefront or signage, or (iii) any alteration required to be made in order to comply with applicable Requirements.

(b) Mechanics' Liens. (a) If any mechanics' lien is recorded against the Leased Premises by reason of work, labor, services or materials supplied to or claimed to have been supplied to Tenant, Tenant shall, within ninety (90) days after receipt of notice from Landlord or notice of such lien cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

10. ASSIGNMENT AND SUBLETTING.

(a) Assignment; etc. Tenant shall have the absolute unrestrained right to mortgage, sublet or encumber, without Landlord's prior written consent, all or any part of Tenant's interest in this Lease, the Leased Premises, any Building or portion thereof, any Site Improvement or portion thereof, or any interest in itself, including without limitation, the right to sell, assign, transfer, mortgage, sublet or otherwise transfer or encumber ownership interests by any Person that has an ownership interest, whether directly or indirectly, in Tenant and any Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, whether directly or indirectly, in Tenant.

(b) If the Tenant sells, assigns or transfers this Lease (collectively, an "Assignment"), to any non-Affiliated Person, then the Tenant must obtain the City's consent and the City agrees that: (i) such consent shall not be unreasonably withheld or delayed, and (ii) if the City has not responded to the Tenant's request for such consent within thirty (30) days of

receipt of such request, then such consent shall automatically, immediately and irrevocably be deemed given on the thirty-first (31st) day following Tenant's request for such consent.

(c) Notwithstanding the foregoing, Daniel Catalfumo acknowledges and agrees that because one or more of his Affiliates will be engaged to develop the Leased Premises and will be responsible for the construction of the Leased Premises, that: (i) as of the Effective Date of this Lease Daniel Catalfumo will have at least a 51% ownership interest in one or more Persons that has an ownership interest, whether directly or indirectly, in Tenant and/or in one or more Persons that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, in Tenant; and (ii) without the Landlord's prior written consent, which may not be unreasonably withheld or delayed, that he may not, until construction of the Leased Premises has been completed and at least 60% of the commercially leasable space therein has been leased to commercial Subtenants, make Assignments of more than 50% of his ownership interests in any Person that has an ownership interest, whether directly or indirectly, in Tenant or any Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, in Tenant; notwithstanding the foregoing, Daniel Catalfumo may: (i) bequeath all or any part of his ownership interest in any Person that has an ownership interest, whether directly or indirectly, in Tenant or in any Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, whether directly or indirectly, in Tenant, to any other Person, without Landlord's prior written consent, (ii) sell, gift or transfer all or any part of his ownership interest in any Person that has an ownership interest, whether directly or indirectly, in Tenant or in any Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, whether directly or indirectly, in Tenant, to any Affiliate, spouse, sibling, child or grandchild of his, without Landlord's prior written consent, or (iii) make Assignments in connection with any Leasehold Financing to any Leasehold Mortgagee or any Affiliate of a Leasehold Mortgagee or any assignee or successor in interest to a Leasehold Mortgagee, of all or any part of his ownership interests in any Person that has an ownership interest, whether directly or indirectly, in Tenant or in any Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, whether directly or indirectly, in Tenant, without Landlord's prior written consent.

Landlord recognizes that Tenant may not operate on its own any or certain elements of any Buildings and/or Site Improvements. Accordingly, Tenant shall be entitled to enter into licenses, subleases, concession agreements, management agreements, employment and other similar agreements and arrangements with third parties for the purpose of implementing any use, operation or activity permitted under this Lease, without the consent of Landlord.

(d) Release. In the event of an Assignment (other than a typical commercial sublease) of this Lease, Tenant shall automatically be released from all liability hereunder with respect to the portion of the Leased Premises, so assigned, so long as the assignee or sublessee agrees to assume such obligations. In the event of a default by any such assignee or subtenant, Landlord shall give Tenant notice of such default, shall accept cure of such default by Tenant within sixty (60) days after receipt of such notice and shall permit Tenant to reenter and repossess the Leased Premises for the then unexpired portion of the Term of this Lease in accordance with all of the provisions of this Lease.

(e) **Recognition of Subtenant.** Landlord agrees that, in the enforcement of its rights under this Lease, it shall not disturb the occupancy of subtenants or sub-subtenants (or any Persons properly occupying any portion of the Leased Premises, Buildings or Site Improvements by, through or under the same) pursuant to subleases or sub-subleases made in compliance with this Lease and will recognize such parties, provided that (i) such parties (or any Persons properly occupying any portion of the Leased Premises by, through or under the same), agree to attorn to Landlord or its nominee upon the completion of such enforcement proceedings, (ii) such parties (or any Person properly occupying any portion of the Leased Premises by, through or under the same) comply with their respective obligations under any sublease, or other occupancy agreement, and (iii) Landlord shall not be liable for defaults by Tenant before the termination of this Lease. In this regard, upon the request of Tenant, or any subtenant, Landlord shall enter into a recognition agreement with any such party to the effect that, notwithstanding the termination of this Lease by Landlord, such party shall not be disturbed by Landlord and all of their rights, as derived directly or indirectly from this Lease, shall continue in full force and effect as a direct agreement between Landlord and such party so long as such party shall continue to observe and perform for Landlord's benefit all of the obligations under such sublease or occupancy agreement that relate solely to the portion of the Leased Premises or any Buildings or Site Improvements such sublessee or occupant, occupies, provided that (i) such party covenants, upon any termination of this Lease, to cure any defaults of Tenant that are nonmonetary, that relate solely to the portion of the Leased Premises or any Buildings or Site Improvements such party occupies, and that are otherwise susceptible to cure by such party, (ii) Landlord is not bound by any rent paid by such party more than thirty (30) days in advance, and is not responsible for any security deposit posted by such party that was not received by Landlord, (iii) Landlord is not liable for any default by Tenant under the sublease or occupancy agreement (provided that Landlord shall perform those obligations arising or newly accruing after the date of termination of this Lease), (iv) Landlord shall not be required to perform any covenants undertaken by Tenant under any sublease or occupancy agreement that are not covenants of Landlord under this Lease, (v) Landlord is not responsible to subtenants for any act or omission by Tenant under such sublease or for any money owed by or deposit held by Tenant, except to the extent actually received by Landlord. Each sublease shall be subject to and subordinate to this Lease and, in the event of such attornment and recognition, limit the liability of Landlord (and/or its nominee or designee) to its interest from time to time in the Leased Premises.

During the Lease Term, Tenant shall use commercially reasonable efforts to cause all subtenants to comply with their obligations under their subleases. A violation or breach of any of the terms, provisions or conditions of this Lease that results from, or is caused by, an act or omission by a subtenant shall not relieve Tenant of Tenant's obligation to cure such violation or breach.

(f) **Separate Leases.** The Landlord agrees that if the Tenant assigns all or any part of the Tenant's interest in this Lease or in the Leased Premises, that at the Tenant's request, the Landlord will enter into one or more completely separate and independent lease(s) with respect to the portion of the Tenant's interest in this Lease or the Leased Premises so assigned. In this regard (i) such separate lease(s) will be on all of the same terms and conditions of this Lease, other than with respect to the Leased Premises and the Rent, the provisions for which will be appropriately modified so that the Leased Premises in the new lease(s) will only be the Leased Premises to which the new lease(s) relates and the Rent in the new lease(s) will only be

for the Leased Premises to which the new lease(s) relates, (ii) this Lease will be modified to properly reflect the Leased Premises and the Rent will in the aggregate, be identical to the Leased Premises and Rent as originally provided for in this Lease, (iii) this Lease and all new lease(s) will be independent Leases, and (iv) such creation of separate leases will not, in the Landlord's reasonable judgment, adversely impact the Landlord's economic benefit or rights contained herein.

11. CASUALTY

(a) Casualty. In the event of any damage to the Leased Premises by fire, hurricane, flood or other similar event ("Casualty"), then Tenant, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the Buildings or Site Improvements so damaged to the condition it existed immediately before such damage to completion, regardless of whether or not insurance proceeds shall be sufficient therefor, provided that if Landlord or its Affiliates or invitees caused the Casualty, Landlord, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the Buildings or Site Improvements so damaged to completion. Tenant shall commence such repair within 180 days after the occurrence of such Casualty (subject to Unavoidable Delays, as hereinafter defined) and shall diligently pursue the completion of and restoration (subject to Unavoidable Delays). In the event of any Casualty during the last ten (10) years of the Term, then Tenant shall have the right to terminate this Agreement by delivering written notice of termination to Landlord within one hundred eighty (180) days after the occurrence of such Casualty, in which case this Lease shall terminate and neither party shall have any further rights or obligations hereunder except those which expressly survive termination of this Lease.

(b) Proceeds. All insurance proceeds payable and received at any time, or from time to time as a result of a Casualty, shall be paid to Tenant and applied to the restoration of the Buildings and Site Improvements in accordance with the terms hereof. Tenant shall provide, at Landlord's request, reasonable evidence of the amount of any insurance proceeds received and application of the same.

Tenant shall, prior to the commencement of any restoration, furnish to Landlord an estimate of the total estimated cost of the restoration. If such cost estimate shall show that the cost of completing the restoration is in excess of the amount of the net insurance proceeds then available, Tenant shall promptly deposit with the holder of the net insurance proceeds an amount equal to such excess or provide to Landlord evidence reasonably satisfactory to Landlord that such excess funds are available to Tenant for application to such restoration.

If the amount of any net insurance proceeds shall exceed the entire cost of the restoration, such excess, upon completion of the restoration, shall, if there is no then outstanding Event of Default under this Lease, be disbursed to Tenant; provided that if there is an outstanding Event of Default under this Lease, such net insurance proceeds shall first be applied to cure such outstanding Event of Default. Any amounts deposited by Tenant pursuant to the immediately preceding paragraph shall be returned to Tenant to the extent the same are not necessary to fund the cost of the restoration.

If Tenant shall fail to commence such restoration within the time required by the terms of this Lease other than as a result of Unavoidable Delay, or, having commenced such restoration, shall fail to complete it in accordance with such terms with reasonable diligence, other than as a result of Unavoidable Delay, and such failure shall continue for a period of sixty (60) days after notice by Landlord, Landlord may, at its option and upon serving written notice upon Tenant and the Leasehold Mortgagee (if any) that it elects so to do, make and complete such restoration. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right, as the restoration progresses, to use and apply to the net insurance proceeds to the cost of such restoration.

(c) No Rent Abatement. Except for Tenant's right to terminate this Lease as provided in Section 12(a) above, this Lease shall not be affected in any manner by reason of a Casualty and Tenant, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Leased Premises or any part thereof, and Tenant's obligations under this Lease, including the payment of Percentage Rent and Additional Rent, shall continue as though none of those events had occurred and without abatement, suspension, or reduction of any kind, except as otherwise expressly provided herein.

(d) Surrender. In the event Tenant elects to terminate this Lease as aforesaid, then Tenant, at its expense, shall raze any remaining portion of the Buildings or Site Improvements, remove all debris, and grade and landscape (grass) the Land. Subject to the payment of costs pursuant to the preceding sentence, Tenant (or Tenant's leasehold mortgagee) shall be entitled to all insurance proceeds, if any, recovered as a result of such casualty.

12. SURRENDER. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Leased Premises in its then current condition. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, but in case of any such holdover, Landlord's remedies shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law allowing other remedies or damages or which may be to the contrary notwithstanding. At any time during the Term, Tenant shall have the right to remove all or any part of Tenant's equipment, removable fixtures, and other personal property from the Leased Premises.

Upon the expiration of the Term (or upon a termination of Tenant's right of possession of the Leased Premises), Tenant shall deliver to Landlord the following (to the extent then in Tenant's possession or control): Tenant's original executed counterparts, if available (and if not available, true and correct copies thereof), of all subleases then in effect, any service and maintenance contracts then affecting the Leased Premises, true and complete maintenance records for the Leased Premises, all original licenses and permits then pertaining to the Leased Premises and Temporary or Final COs for the Leased Premises, together with a duly executed assignment thereof (without recourse) to Landlord in form suitable for recording, and all financial reports required by Section 31 hereof and such other documents as are reasonably required for the continued operation of the Leased Premises that are in Tenant's possession.

Any personal property of Tenant which remains on the Leased Premises after the termination of this Lease or after the removal of Tenant from the Leased Premises, may, at the

option of Landlord, be deemed to have been abandoned by Tenant, and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit, in its absolute and sole discretion, but in compliance with applicable Requirements. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant.

The provisions of this paragraph 12 shall survive the expiration of the Term.

13. HOLDOVER. In the event Tenant shall hold over possession of the Leased Premises after the termination or expiration of this Lease, Tenant shall pay Percentage Rent equal to 125% of the Percentage Rent in effect at the time of such termination or expiration of the Lease, in lieu of any other or additional charges or damages.

14. DEFAULT AND REMEDIES.

(a) Each of the following events shall be an "Event of Default" hereunder:

(i) if Tenant fails to make any payment of Percentage Rent in full as and when such payment is due, and such failure continues for a period of fifteen (15) days after notice is given by Landlord to Tenant (any notice of Default given by Landlord to Tenant under this Lease being referred to herein as a "Default Notice") that the same is past due; or

(ii) if Tenant fails to pay any amounts required by Section 2(b) hereof or any other monetary payment hereunder when due, and such failure continues for a period of thirty (30) days after delivery to Tenant by Landlord of a Default Notice; or

(iii) if Tenant shall fail to maintain the insurance coverages required hereunder, and such failure continues for a period of thirty (30) days after delivery to Tenant by Landlord of a Default Notice; or

(iv) if Tenant fails to observe or perform in any material respect any term, covenant or condition of this Lease on Tenant's part to be observed or performed (other than the covenants for the payment of Rent or as otherwise expressly set forth herein) and Tenant shall fail to remedy such default within thirty (30) days after a Default Notice is given by Landlord with respect to such default or, if such a default is of such a nature that it cannot reasonably be remedied within thirty (30) days (but is otherwise susceptible to cure, it being understood that Tenant shall have no further grace or cure period with respect to any matter(s) not so susceptible to cure), Tenant shall fail (1) within thirty (30) days after the giving of such Default Notice, to commence steps reasonably necessary to remedy such default (which such steps shall be reasonably designed to effectuate the cure of such default in a professional manner), and (ii) diligently prosecute to completion the remedy of such default, provided however that if such default has not been cured within one (1) year then the Landlord and Tenant shall meet to discuss how best to complete the cure of such default and to set a timeframe in which such default will be attempted to be fully cured; or

(v) if Tenant fails to observe or perform in any material respect the provisions of Section 13.01(a) of the Disposition and Development Agreement, dated as of

December 18, 2006, among the Landlord, the Riviera Beach Community Redevelopment Agency and the Tenant, which results in a termination of the Disposition and Development Agreement in accordance with Section 14.01 thereof with respect to the Phase I Development (as such term is defined in the Disposition and Development Agreement); or

(vi) if Tenant fails to observe or perform in any material respect the provisions of Section 13.01(c) of the Disposition and Development Agreement, dated as of December 18, 2006, among the Landlord, the Riviera Beach Community Redevelopment Agency and the Tenant, which results in a termination of the Disposition and Development Agreement in accordance with Section 14.01 thereof with respect to the Phase I Development (as such term is defined in the Disposition and Development Agreement); or

(vii) if Tenant admits, in writing, that it is generally unable to pay its debts as such become due (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); or

(viii) if Tenant makes an assignment for the benefit of creditors (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); or

(ix) if Tenant and if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected: (a) files a voluntary petition under Title 11 of the United States Code, (b) files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or (c) seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, and any of the foregoing are not stayed or dismissed within ninety (90) days after such filing or other action; or

(x) if: (a) within ninety (90) days after the commencement of a proceeding against Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected) which seeks any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state, or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, vacated or stayed on appeal, or (b) within ninety (90) days after the appointment, without the consent or acquiescence of Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected), of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, such appointment has not been dismissed, vacated or stayed on appeal; or

(xi) if a levy under execution or attachment in an aggregate amount in excess of \$2,000,000, adjusted for inflation, at any one time, is made against the Leased

Premises or any part thereof or rights appertaining thereto (except for a levy made in connection with actions taken by Landlord (other than solely as holder of Landlord's interest in the Leased Premises)), the income therefrom, this Lease or the leasehold estate created hereby and such execution or attachment is not dismissed, vacated or removed by court order, bonding or otherwise within a period of ninety (90) days after such levy or attachment; or

(xii) if Tenant abandons the Leased Premises or any material portion thereof, and such abandonment continues for sixty (60) days after notice thereof from Landlord; or

(xiii) if Tenant does any act, or other circumstance occurs, which this Lease expressly provides is an Event of Default hereunder.

(b) If an Event of Default occurs, Landlord may elect to do any or all of the following: (i) enforce performance or observance by Tenant of the applicable provisions of this Lease; (ii) recover from Tenant Actual Damages (as defined hereinbelow), plus interest thereon at the Late Charge Rate; (iii) be entitled to accelerate and recover an amount equal to the Percentage Rent otherwise becoming due and payable under this Agreement during the one (1) year period after the occurrence of an Event of Default (in which event such accelerated Percentage Rent shall be deemed to constitute additional Actual Damages hereunder); (iv) terminate this Lease pursuant to paragraph (c) below; (v) take, re-enter, and repossess Tenant's interest in the Leased Premises without terminating the Lease and dispossess Tenant; provided, however, that in such event Landlord will use reasonable efforts to mitigate its damages by re-letting the Leased Premises; or (vi) enforce any other remedy at law or in equity. Landlord's election of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect Landlord's right to elect any of the other remedies available to Landlord hereunder.

"Actual Damages" means an amount equal to the sum of (i) all accrued and unpaid Rent due and owing by Tenant under the Lease, (ii) any Rent due by virtue of acceleration pursuant to this paragraph (b) or any Rent coming due if Tenant is dispossessed but the Lease is not terminated pursuant to this paragraph (b), as applicable; and (iii) any and all costs, fees and expenses incurred by Landlord, whether through direct personnel cost or through engaging third-party consultants, to pursue the rights and remedies of Landlord, as a result of or in connection with an Event of Default under this Lease.

(c) If an Event of Default occurs, Landlord shall give Tenant (and any Leasehold Mortgagee) notice stating that this Lease shall terminate on the date specified in such notice and this Lease and all rights of Tenant under this Lease shall expire and terminate as if the date specified in the notice were the stated Expiration Date, and Tenant shall quit and surrender Tenant's interest in the Leased Premises and possession thereof forthwith. If such termination is stayed by order of any court having jurisdiction over any case described in Sections 15(a)(ix) or (x) or by Federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such case, Tenant or Tenant as debtor-in-possession fails to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within ninety (90) days after entry of the order for relief or as may be allowed by the court, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such case, shall have the right, at its election, to terminate this Lease, in which event Tenant as debtor-in-possession and/or the

trustee immediately shall quit and surrender Tenant's interest in the Leased Premises and possession thereof forthwith.

(d) In the event this Lease is terminated whether pursuant to the foregoing, by operation of law, at the end of the Term of the Lease, or otherwise, all of the right, title, estate and interest of the Tenant (i) in and to the Leased Premises, (ii) in and to the Buildings and Site Improvements, (iii) in and to all options, rights, benefits, privileges and interests in favor of and all payment due the Landlord of the Buildings and Site Improvements, (iv) in and to all rents, issues and profits thereof whether then accrued or to accrue, (v) in and to all insurance policies and all insurance moneys paid or payable thereunder, and (vi) in the then entire undisbursed balance of any insurance or condemnation proceeds with respect to the Leased Premises, shall automatically pass to, vest in and belong to the Landlord, without further action on the part of either Party and without cost or charge to Landlord, free of any claim thereto by Tenant and all Persons taking by, through or under Tenant. If this Lease is so terminated, Landlord may, without notice, re-enter and repossess Tenant's interest in the Leased Premises and may dispossess Tenant by summary proceedings, writ of possession, proceedings in bankruptcy court, or otherwise, subject to applicable Requirements. In no event shall Tenant be entitled to receive any payment with respect to the value of Tenant's interest in the Leased Premises, the Buildings, the Site Improvements or any personal property located therein.

(e) No failure by Landlord to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy available to such party by reason of Tenant's Default or an Event of Default, and no payment or acceptance of partial Rent during the continuance (or with Landlord's knowledge of the occurrence) of any Event of Default, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Event of Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Event of Default. Payment by Tenant to Landlord of any Rent shall be without prejudice to, and shall not constitute a waiver of, any rights of Tenant against Landlord provided for under this Lease or at law or in equity. Tenant's compliance with any request or demand made by Landlord shall not be deemed a waiver of Tenant's right to contest the validity of such request or demand.

(f) Each right and remedy of Landlord provided for in this Lease, except as expressly provided otherwise in paragraph (b), shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(g) Landlord and its representatives shall have the right, at any time during the Term of this Lease, upon forty-eight (48) hours prior notice to Tenant, to enter upon the Leased

Premises to (i) inspect the operation, sanitation, safety, maintenance and use of the same (but Landlord shall not thereby assume any responsibility or liability for the performance of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof) and (ii) to conduct inspections for the purpose of determining whether an Event of Default has occurred, provided that Landlord shall be accompanied by a representative of Tenant (in areas of the Leased Premises other than areas readily available to the general public), and provided further that such entry shall not unreasonably interfere with the operation of the Leased Premises. Tenant agrees to make a representative of Tenant available to accompany Landlord on any such inspection. Landlord shall have no obligation to inspect pursuant hereto, nor any liability to any Person for any matter which might be disclosed by such inspection.

15. TITLE AND POSSESSION.

(a) Fee Title. Landlord covenants, represents and warrants that Landlord has fee simple title to the Leased Premises and, upon the termination of the Existing Lease, the right to make this Lease for the entire Term, that said entire Leased Premises is now and shall be as of the date of Tenant's recording of a Memorandum of Lease, free and clear of all liens, encumbrances and restrictions, except for Permitted Exceptions, and that upon paying the Percentage Rent and keeping the agreements of this Lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession of the Leased Premises during the continuance of this Lease.

Landlord warrants and represents that, except for any Permitted Exceptions, no encumbrance or restriction affects the Leased Premises which would impair and/or restrict any right granted to Tenant or derived by Tenant under this Lease.

(b) Priority. The estate of Tenant created hereby shall have priority over any lien, encumbrance or other interest now existing or hereafter created or imposed, upon or against Landlord's interest in the Leased Premises.

16. REAL ESTATE TAXES.

(a) Tax Bills. Landlord, prior to the delivery of possession of the Leased Premises to Tenant, shall make a mailing address change on the property tax records so that the tax bill and tax notices for the Leased Premises will be mailed to Tenant as of the Effective Date at the following address: 4300 Catalfumo Way, Palm Beach Gardens, FL 33410. Prior to the date that the tax bill is mailed directly to Tenant pursuant hereto, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Leased Premises.

(b) Tax Payments. Following receipt of the aforesaid tax bills, Tenant shall pay, when due and before delinquency, the ad valorem real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the Leased Premises for the period commencing with the Effective Date and continuing for the remainder of the Term. The ad valorem taxes levied or assessed for the year in which Tenant commences paying Rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on the Effective Date, and the ad valorem taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between

Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Tenant be required to pay real estate taxes pertaining to any period prior to the Effective Date or subsequent to the expiration or earlier termination of the Lease. Within thirty (30) days of Tenant's request, Landlord shall reimburse Tenant that portion of the tax bill pertaining to any period prior to the Effective Date or subsequent to the expiration of the Term.

(c) Assessments. All special benefit taxes and special assessments shall be spread over the longest time permitted and Tenant's liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease.

(d) Contest.

(i) Tenant shall have the right to contest the validity or the amount of any tax or assessment levied against the Leased Premises or any improvements thereon, provided that Tenant shall not take any action which will cause or allow the institution of foreclosure proceedings against the Leased Premises. Tenant shall be entitled to the benefit of any tax abatements and reductions as are, or may be, available under applicable law as if Tenant were the fee owner of the Leased Premises. Landlord shall not be required to join in any action or proceeding in connection with such abatement or reduction unless the provisions of any law, ordinance or regulation in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by Landlord in connection therewith. In the event that for any reason Tenant's leasehold interest in the Leased Premises is deemed not subject to ad valorem taxation, Tenant agrees to make an annual payment to the City equal to the ad valorem taxes that would have otherwise accrued to the City and the CRA (including County taxes) if such leasehold interest was subject to ad valorem taxation (the "Substitute Ad Valorem Tax Payment"). The foregoing shall be paid regardless of whether the CRA is then in existence.

(ii) Landlord covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition or levy paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant; provided, that in the event the Leased Premises, the Buildings or the Site Improvements are determined to be not subject to ad valorem taxation, the provisions of Section 2(b) shall apply. Any such refunds or rebates received by Landlord shall be held in trust for the benefit of Tenant and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord.

17. INSURANCE. Commencing with the Effective Date, Tenant shall procure and continue in effect public liability and property damage insurance with respect to the operation of the Leased Premises and name Landlord as an additional insured. Such public liability insurance shall cover liability for death or bodily injury in any one accident, mishap or casualty in a sum of not less than \$2,000,000.00, and shall cover liability for property damage in one accident,

mishap or casualty in the amount of not less than \$500,000.00. At any time that there is Leasehold Financing on the Leased Premises, then the casualty insurance required to be obtained in accordance with such Leasehold Financing shall satisfy the casualty insurance requirements of this Lease.

In the event there is not any Leasehold Financing on the Leased Premises, then the Tenant shall provide such coverages as are typically required at that point in time by commercial lenders for projects of similar size, nature, character and location as the Leased Premises as approved by the Landlord, such approval not to be unreasonably withheld.

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

The proceeds from Tenant's casualty insurance hereunder shall be paid and applied as provided in Article 12 hereof. Any insurance carried by Tenant hereunder, at Tenant's option, may be carried under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Tenant or its Affiliates, or any combination thereof; provided that any self insurance or proposed insurer having less than a Best's Key Rating of A-VII or less shall be subject to the prior written consent of the Landlord, such consent not to be unreasonably withheld. Tenant shall, at the request of Landlord, provide reasonable proof of the foregoing coverages.

18. INDEMNITY; LANDLORD'S EXCULPATION

(a) The Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to reasonable attorneys' fees) resulting directly or indirectly from the Tenant's acts or omissions or the acts or omissions of the Tenants' respective employees or agents (acting within the scope of their employment or agency). In addition, the Landlord Indemnified Parties shall not be liable to Tenant for any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys fees and disbursements), penalty or fine incurred, in connection with or arising from: (i) any injury (whether physical, economic or otherwise) to Tenant or to any other person in, about, or concerning the Leased Premises; (ii) any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person in, about, or concerning the Leased Premises, or the use or occupancy thereof, irrespective of the cause of injury, damage, or loss (including, without limitation, the acts or negligence of any Tenant or occupant of the Leased Premises or of any owners or occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work) or any latent or patent defects in the Leased Premises; or (iii) any act, omission or negligence of Tenant or its Affiliates or of the contractors and their respective subcontractors, agents and employees, agents, servants, employees, guests, invitees or licensees of Tenant or its Affiliates (except to the extent any of the matters described in clauses (i) or (ii) is due to the negligence or willful misconduct of any

Landlord Indemnified Party). Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties (and then only in such Landlord Indemnified Party's proprietary capacity as opposed to its governmental capacity), the Landlord Indemnified Parties shall not be liable for (i) any failure of water supply, gas or electric current, (ii) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of god, act of war, enemy action, flood, wind or similar storms or disturbances, water, rain or ice, or (iii) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

Notwithstanding anything to the contrary in this Lease, Landlord's liability under the Lease shall be limited to Landlord's Interest in the Leased Premises. Nothing contained in this Section or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon Landlord's liability as set forth in §768.28, Fla. Stat., or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

Tenant shall notify Landlord within thirty (30) days after Tenant has notice of any occurrence at the Leased Premises which Tenant believes could give rise to a claim of \$1,000,000 (adjusted for inflation) or more, whether or not any claim has been made, complaint filed or suit commenced.

Tenant agrees to pay such Landlord Indemnified Party, as Rent hereunder, all amounts due under this Article 19 within sixty (60) days after receipt of notice thereof from the Landlord Indemnified Party.

19. **BROKERS.** Landlord and Tenant represent that they have dealt with no broker or agent with respect to this Lease. Landlord and Tenant hereby indemnify and save and hold the other harmless against any claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorney's fees and costs) arising out of the negotiation and execution of this Lease or their respective interest or involvement with respect to the Leased Premises.

20. **PREVAILING PARTY.** In the event of litigation between Landlord and Tenant in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the prevailing party in such litigation shall be borne by the non-prevailing party.

21. **NOTICES.** All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed if to Landlord, to the place where Percentage Rent checks are to be mailed, and if to Tenant, to OMRD, Inc., 4300 Catalfumo Way, Palm Beach Gardens, FL 33410, and OMRD Holdings, LLC, 2295 Corporate Blvd., Suite 222, Boca Raton, FL 33431, with a duplicate to Greenberg Traurig, P.A., 5100 Town Center Circle, Suite 400, Boca Raton, FL 33486, Attn: Marc Sinensky, Esq., provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery. Notice by Landlord hereunder shall simultaneously be delivered to any leasehold mortgagee, trustee or lender of Tenant (of which Landlord has been notified prior to the date of the giving of such notice by Landlord).

22. TRANSFER OF TITLE.

(a) Future Landlord. In the event that Landlord conveys its interest in the Leased Premises to any other Person or entity, Tenant shall have no obligation to pay Percentage Rent or any other charges under this Lease to any such transferee until Tenant has been so notified and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of Percentage Rent and other charges. It is understood and agreed that Tenant's withholding of Percentage Rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease and such Percentage Rent and other charges shall accrue during the period which Tenant is waiting for the proper direction and evidence of conveyance.

(b) Release. In the event of any transfer, assignment or conveyance of Landlord's interest in this Lease, Landlord shall be relieved of all covenants and obligations of Landlord hereunder arising from and after the date of such transfer, assignment or conveyance provided that such purchaser or successor in interest has assumed all such covenants and obligations of Landlord hereunder.

(c) Tax Bills. In the event that Landlord conveys its interest in the Leased Premises, Landlord shall take all measures necessary to cause real estate tax bills and notices to continue to be mailed to Tenant as required under Article 17.

23. ESTOPPEL CERTIFICATE. Landlord and Tenant agree to execute and deliver to the other within thirty (30) days after receipt of such request, an estoppel certificate, in commercially reasonable form, which certificate may include (a) information as to any modification of this Lease, (b) dates of commencement of Term and the termination date of this Lease, (c) to the best of Landlord's or Tenant's knowledge, whether or not Landlord or Tenant is in default of this Lease, and (d) such other information reasonably requested by the requesting party.

24. CONDEMNATION.

(a) Eminent Domain. If all or substantially all of the Leased Premises or access thereto or therefrom shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), then this Lease shall automatically terminate as of the date that possession has been so taken (the "Vesting Date").

(i) In the event of a Taking of less than all or substantially all of the Leased Premises or access thereto or therefrom, Tenant, within ninety (90) days of such Taking, may elect to terminate this Lease and not restore if, by reason of the Taking, Tenant determines that the Leased Premises is unsuitable for continued operation of the Leased Premises as contemplated herein, as determined by Tenant in its reasonable discretion.

(ii) In the event Tenant elects by reason of the foregoing events to terminate the Lease, Tenant shall give written notice of such election to Landlord within ninety (90) days of such Taking, and the term of this Lease shall expire and come to an end thirty (30) days after such notice is given. Upon such termination, the Percentage Rent and all Additional

Rent shall be adjusted to the date of termination and neither party shall have any further rights or liabilities hereunder. With respect to any items of Additional Rent which are payable to Landlord in the event of such termination but which are not then capable of ascertainment, Tenant shall pay to Landlord an amount equal to such Additional Rent as and when same become determined. The covenants and agreements with respect to the adjustment and payment of these items of Additional Rent and refunds, if any, shall survive the termination of this Lease.

(iii) In the event Tenant does not elect by reason of the foregoing events to terminate the Lease, then the Tenant shall restore the remaining portion of the Leased Premises, to the extent feasible, to the condition thereof as it existed immediately before such taking, provided, however, that the Tenant shall not be required to expend any amount in excess of the net condemnation award for such purposes.

(b) The Award. In the event of a Taking resulting in the termination of this Lease pursuant to the provisions of this Section 25, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such Taking and further agree that the aggregate net award, after deducting the reasonable expenses of Landlord and Tenant, including attorneys' fees, incurred in connection therewith, shall be distributed as follows, and in the following order of priority:

(i) Tenant shall be entitled to an amount equal to the value, on the Vesting Date, of the Buildings and Site Improvements taken, as if improved and available for their highest and best use, giving effect to the existence of this Lease. If the Landlord is the condemning party, it shall not be entitled to claim any payment hereunder. In this regard, Tenant shall be entitled to: (A) an amount equal to the value of the Buildings and Site Improvements taken, including the loss of income associated with the Buildings and Site Improvements taken, (B) be compensated for the loss of its business and goodwill occasioned by any Taking, (C) make all claims allowed by the laws of the State of Florida and the United States of America against the condemning authority with respect to all or any portion of the award Tenant may be entitled to hereunder. Without limiting the foregoing, if the amount that the Tenant may otherwise be entitled to pursuant to this provision is less than all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings, then the Tenant shall be entitled to an amount of the award that is equal to all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings; and

(ii) Landlord shall be entitled to the balance of the award.

(c) Reconstruction.

(i) In case of a Taking of less than substantially all of the Leased Premises and if this Lease is not terminated, Tenant, at its expense, shall, to the extent of the award (but this limitation shall not be construed as imposing any obligation on Landlord to contribute to such restoration work), proceed with diligence (subject to reasonable time periods for purposes of adjustment of any award and Unavoidable Delays) to repair or reconstruct the Buildings (all such repair, reconstruction and work being referred to in this Article as

"Reconstruction Work") and the award in the condemnation proceedings, after deduction of the reasonable expenses of Landlord and Tenant incurred in connection with the Taking, shall be made available to Tenant for purposes of paying the cost and expense of the Reconstruction Work. During the period in which the Reconstruction Work has not been completed, Tenant shall be entitled to an equitable abatement of Percentage Rent; and, if it is impracticable for Tenant to remain open for business and Tenant elects to close until restoration has been completed, then there shall be a full abatement of Percentage Rent until Tenant's completion of the restoration work, such abatement not to exceed a period of two (2) years from the date of payment of the condemnation proceeds.

If Tenant shall fail to commence such Reconstruction Work within one hundred eighty (180) days after the Vesting Date (adjusted for Unavoidable Delays) or, if having commenced such Reconstruction Work, shall, other than as a result of Unavoidable Delays, fail to complete in accordance with such terms with reasonable diligence, and such failure shall continue for a period of sixty (60) days after notice by Landlord, subject to Unavoidable Delays, Landlord may, at its option and upon serving written notice upon Tenant and any Leasehold Mortgagee (if any) that it elects to do so, may complete such Reconstruction Work. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right as the Reconstruction Work progresses to use and apply the net condemnation award to the cost of such Reconstruction Work.

(ii) In case of a Taking of less than all or substantially all of the Leased Premises, the Percentage Rent payable hereunder shall, from and after the Vesting Date, be equitably reduced based upon the portion of the Leased Premises taken.

(iii) Any compensation for a temporary Taking of the Leased Premises, shall be payable to Tenant without participation by Landlord, except to the proportionate extent such temporary Taking extends beyond the end of the Lease Term and Tenant shall remain fully responsible for Percentage Rent and Additional Rent.

25. LEASEHOLD MORTGAGE.

(a) Notices. Tenant shall have the right at any time and from time to time during the term to encumber its interest in the Leased Premises with one or more leasehold mortgages (the "Leasehold Financing"). Upon receipt of written notice from Tenant of the existence of any Person providing a leasehold mortgage to Tenant (each, a Leasehold Mortgagee), Landlord agrees to provide such Leasehold Mortgagee with copies of any notices of default delivered to Tenant. Any such notice of default shall state the nature of the alleged default and shall specify the amounts of Rent or other payments herein provided for that are claimed to be in default. Each Leasehold Mortgagee shall also be given notice of any arbitration or other dispute proceedings between Landlord and Tenant, if any. Further, each Leasehold Mortgagee shall receive notice, and a copy, of any award or decision made in said arbitration or other proceeding.

(b) Monetary Defaults and Cure Rights. In the event of a monetary default by Tenant hereunder, Landlord shall accept payment by or at the instigation of any Leasehold Mortgagee in accordance with the terms hereof as if the same had been undertaken by Tenant. If

Landlord shall elect to terminate this Lease by reason of any monetary default of Tenant, any Leasehold Mortgagee shall have the right to nullify any notice of termination by curing such monetary default prior to the effective date of termination.

(c) Non-Monetary Defaults and Cure Rights. In the event of a non-monetary default by Tenant hereunder, Landlord shall accept any curative acts undertaken by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this Section as if the same had been undertaken by Tenant. If Landlord shall elect to terminate this Lease by reason of any non-monetary default of Tenant, each Leasehold Mortgagee shall have the following rights:

(i) to nullify any notice of termination by curing such non-monetary default prior to the effective date of termination;

(ii) to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than ninety (90) days, provided that such Leasehold Mortgagee shall agree with Landlord (by giving a notice to that effect to Landlord) prior to the effective date of termination, to accomplish the following within the times hereinafter provided and shall, in fact, accomplish the following in a timely manner:

(A) cure or cause to be cured within sixty (60) days of Landlord's notice any existing monetary defaults;

(B) pay or cause to be paid during such ninety (90) day period all Rent and other monetary obligations of Tenant hereunder, as and when the same become due;

(C) promptly cure or cause to be cured any non-monetary defaults that such Leasehold Mortgagee can cure using diligent and commercially reasonable efforts; and

(D) take all steps necessary to ensure Tenant is in compliance with the covenants set forth in this Lease; and

If, at the end of said ninety (90) day period, the Leasehold Mortgagee is in compliance with the conditions set forth in Sections A-D immediately set forth above, but the Event of Default is of such a nature that it cannot be reasonably remedied within such ninety (90) day period, the time for completion of said steps shall be further extended upon the same conditions for such period as shall be reasonably necessary to complete such steps with reasonable diligence.

(d) New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors' rights, if requested by any Leasehold Mortgagee in writing within thirty (30) days of such rejection or disaffirmance, Landlord shall enter into a new lease of the Leased Premises with the Leasehold Mortgagee or its designee. Such new lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. Such written request by any Leasehold Mortgagee shall be accompanied by a copy of such proposed new lease, duly executed, and acknowledged by the proposed new assignee, and

the Leasehold Mortgagee shall have cured (or caused to be cured) all defaults under this Lease which are susceptible to being cured by the Leasehold Mortgagee and paid to Landlord all expenses and reasonable attorneys' fees incurred by Landlord in connection with the Events of Default upon which the termination was premised and the preparation, execution and delivery of the replacement lease. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Leased Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Landlord, Tenant and the Leasehold Mortgagee. The new lease shall be on the same terms and conditions as this Lease and shall have the same priority as this Lease. Landlord's obligation to enter into the new lease shall be conditioned upon the following: (i) the Leasehold Mortgagee shall have cured all monetary defaults and commenced, and diligently prosecuted, the cure of all reasonably curable non-monetary defaults; and (ii) the Leasehold Mortgagee shall reimburse Landlord for all reasonable costs and expenses incurred in reviewing the new lease.

(e) Amendment. The cancellation, surrender or amendment of this Lease by Tenant shall not be effective as against a Leasehold Mortgagee without the written consent of the Leasehold Mortgagee.

(f) Estoppel Certificates. Within thirty (30) days after written request therefor from a Leasehold Mortgagee, Landlord shall deliver to the Leasehold Mortgagee an estoppel certificate signed by Landlord which certifies as to: (a) the Rent payable under this Lease; (b) the term of this Lease and the rights of Tenant, if any, to extend the term of this Lease; (c) the nature of any existing defaults by Tenant alleged by Landlord; and (d) any other matters reasonably requested by the Leasehold Mortgagee.

(g) No Liability/Release. Notwithstanding anything in this Lease to the contrary, the Leasehold Mortgagee shall not be liable or responsible in any respect for any of Tenant's obligations under this Lease unless and until the Leasehold Mortgagee becomes the Landlord and holder of this Lease through foreclosure proceedings, exercise of the power of sale, or deed or assignment in lieu thereof. If the Leasehold Mortgagee or any affiliate of the Leasehold Mortgagee shall acquire Tenant's interest in the Lease or shall become Tenant under any new lease made pursuant to this Section, then the Leasehold Mortgagee or its affiliate may assign this Lease or such new lease and thereupon shall be released from all liability for the performance or observance of the covenants and conditions to be performed or observed on the part of Tenant under this Lease or such new lease from and after the date of such assignment.

(h) Interest of Leasehold Mortgagee in Leased Premises. The Leasehold Mortgagee shall have no interest in the Leased Premises other than its interest as Leasehold Mortgagee or as Tenant under and pursuant to this Lease or any new Lease.

(i) Additional Provisions. Landlord agrees and acknowledges that it will enter into any amendments to this Lease in order to reflect any other commercially reasonable terms that the Leasehold Mortgagee may from time to time reasonably request to confirm and protect the Leasehold Mortgagee's rights and interests as a leasehold mortgagee unless there is good cause not to agree. The provisions of this section in favor of the Leasehold Mortgagee shall

inure to the benefit of the Leasehold Mortgagee and its successors and assigns, and also any other tenant under or transferee of this Lease pursuant to any foreclosure proceedings, exercise of the power of sale or deed or assignment in lieu thereof. Anything herein to the contrary notwithstanding, such amendment shall in no event increase any of Landlord's obligations, or materially diminish any of Landlord's rights, or diminish any of Tenant's monetary obligations to Landlord, under this Lease. The Landlord shall also cause to be delivered, at the expense of Tenant, such opinions of counsel as the Tenant and/or any Leasehold Mortgagee shall reasonably request.

26. NO LEASEHOLD MORTGAGE. Landlord acknowledges, as of the date hereof, that neither its interest in the land nor its interest in the Leased Premises is encumbered, other than the Permitted Exceptions and the rights under the Existing Lease. From and after the date hereof, Landlord shall have no right to encumber Landlord's interest in the land or the Leased Premises or any portion thereof.

27. TAX TREATMENT. Tenant or its assign shall have the benefit of all depreciation, depletion, amortization, deductions or allowances related to the Buildings and the Site Improvements now or hereafter located on the Leased Premises under the Internal Revenue Code, as amended, and under any income or similar or other tax statute enacted by any applicable local, state, county, federal or other governmental or taxing authority.

28. LANDLORD'S OPTION TO PURCHASE. The Landlord is granted a one time option to acquire the Tenant's rights under this Lease and any Buildings and/or Site Improvements as may then exist on the Leased Premises, in accordance with the following provisions:

(a) Exercise. The one time opportunity that the Landlord has exists at the end of the thirtieth (30th) year of the Lease Term. If the Landlord desires to exercise this option, it must provide to the Tenant written notice of its election to exercise this Option by no later than six (6) months earlier than the end of the thirtieth (30th) year of the Lease Term.

(b) Price. The price will be determined using the following formula. The net operating income, determined in accordance with generally accepted accounting principles and subject to review and audit by Landlord as provided in paragraph 31 hereof, that the Tenant has realized from the Leased Premises for the twenty-seventh (27th), twenty-eighth (28th) and twenty-ninth (29th) years of the Lease Term shall be averaged and such amount will be capitalized using an eight (8%) percent capitalization rate. As an example of the foregoing, if the net operating income the Tenant has realized from the Leased Premises for the 27th year was \$3,000,000 and the net operating income the Tenant has realized from the Leased Premises for the 28th year was \$4,000,000 and the net operating income the Tenant has realized from the Leased Premises for the 29th year was \$5,000,000 (the average amount of such three years being \$4,000,000), then the price would be \$50,000,000 (\$4,000,000 divided by .08). Any right of Leasehold Mortgagees and all Leasehold Mortgages or other Tenant encumbrances on the Leased Premises shall be subject and subordinate in all respects to this purchase option, and the right of the City to purchase pursuant to this paragraph shall be "free and clear" of any liens on Tenant's interest in the Lease, all of which liens shall be extinguished as of the date of purchase.

(c) Terms of Sale. The Lease, Buildings and Site Improvements will be transferred "as-is" to the Landlord with the Tenant making no representation or warranty of any kind, including without limitation, any representation or warranty with respect to the condition of any Buildings or Site Improvements; subject, however, to the provisions of this Lease regarding the repair and maintenance of the Leased Premises. In addition, the Tenant will not make any representation or warranties regarding the status of any subleases or the financial condition of any subtenants, but will provide the Landlord copies of all existing subleases and such financial data with respect thereto as Landlord may reasonably request. Tenant shall also transfer to Landlord all rights to any unpaid proceeds of any casualty claim or eminent domain award to be used to repair or restore the Leased Premises. The Landlord will bear all expenses of such sale, including without limitation, any transfer taxes, intangible taxes, documentary stamps or taxes, title insurance, surveys, environmental reports or any other inspection reports.

(d) Closing Date. The closing shall occur on the first (1st) business day following the end of the thirtieth (30th) year of the Lease Term.

(e) Maintenance of the Leased Premises. In the event the Landlord exercises its purchase option as provided for in this section, then as a condition precedent to the closing in connection therewith: (i) the Landlord and the Tenant shall, at or prior to such closing, enter into an agreement with respect to the Leased Premises, the Buildings and the Site Improvements, for the next 30 years of the Lease Term, which ensure that the Leased Premises the Buildings and the Site Improvements, will continue to be operated in a fashion consistent with the adjacent hotel/hotel condominium property and in a fashion that will maintain the quality and value of the adjacent hotel/hotel condominium property, and (ii) the Landlord and the Tenant shall, at or prior to such closing, enter into an agreement with respect to the Buildings and the Site Improvements on the Leased Premises, that will ensure that the Buildings and the Site Improvements on the Leased Premises, during the balance of the Lease term, including all extensions thereof, will not be reconfigured and/or reconstructed to a height greater than the height they were originally constructed. Neither the Landlord nor the Tenant will unreasonably withhold or delay its approval or execution of any such agreements.

29. NO AUTHORITY TO CONTRACT IN NAME OF LANDLORD. Nothing contained in this Lease shall be deemed or construed to constitute the consent or request of Landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Landlord's interest in the Leased Premises or any part thereof or against assets of Landlord, or Landlord's interest in any Rent. NOTICE IS HEREBY GIVEN, AND TENANT SHALL CAUSE ALL CONSTRUCTION AGREEMENTS TO PROVIDE, THAT TO THE EXTENT ENFORCEABLE UNDER FLORIDA LAW, LANDLORD SHALL NOT BE LIABLE FOR ANY WORK PERFORMED OR TO BE PERFORMED AT THE LEASED PREMISES OR ANY PART THEREOF FOR TENANT OR ANY SUBTENANT OR FOR ANY MATERIALS FURNISHED OR TO BE FURNISHED TO THE PREMISES OR ANY PART THEREOF FOR ANY OF THE FOREGOING, AND NO MECHANIC'S, LABORER'S, VENDOR'S, MATERIALMAN'S, OR OTHER SIMILAR STATUTORY LIEN

FOR SUCH WORK OR MATERIALS SHALL ATTACH TO OR AFFECT LANDLORD'S INTEREST IN THE LEASED PREMISES OR ANY ASSETS OF LANDLORD, OR LANDLORD'S INTEREST IN ANY RENT. The foregoing shall not require Tenant to request advance waivers of lien from contractors or subcontractors.

30. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS AND OBLIGATIONS.

If an Event of Default shall occur and be continuing beyond any applicable cure period, Landlord may, but shall be under no obligation to, perform the obligation of Tenant the breach of which gave rise to such default, without waiving or releasing Tenant from any of its obligations contained herein, provided that Landlord shall exercise such right only in the event of a bona fide emergency or after five (5) business days' notice to Tenant and any Leasehold Mortgagee, Tenant hereby grants Landlord access to the Leased Premises in order to perform any such obligation. Any amount paid by Landlord in performing Tenant's obligations as provided in this paragraph, including all costs and expenses incurred by Landlord in connection therewith, shall constitute additional Rent hereunder and shall be reimbursed to Landlord within thirty (30) days following Landlord's demand therefor, together with a late charge on amounts actually paid by Landlord, calculated at the Late Charge Rate from the date of notice of any such payment by Landlord to the date on which payment of such amounts is received by Landlord.

Landlord's payment or performance pursuant to the provisions of this paragraph shall not be, nor be deemed to constitute, Landlord's assumption of Tenant's obligations to pay or perform any of Tenant's past, present or future obligations hereunder.

31. FINANCIAL REPORTS AND RECORDS.

(a) Tenant shall at all times during the Term of this Lease keep and maintain at a location within the City (separate from any of Tenant's other books, records and accounts) accurate and complete records pertaining to the Leased Premises including, without limitation, books of account reflecting net operating income, the operations of the Leased Premises, and such other matters required to demonstrate Tenant's compliance with its obligations under the Lease, all in accordance with the generally accepted accounting principles. Landlord and its representatives shall have, during normal business hours and upon reasonable advance notice, access to inspect the records required by the preceding sentence.

(b) The Landlord shall have the right to cause an audit by any recognized accounting firm (in accordance with the generally accepted accounting principles) of (i) Tenant's net operating income and/or (ii) Tenant's subtenant rent information to be made at any time (but not more frequently than one (1) time in any twelve (12) month period), at Landlord's expense, except as provided below. Such right of inspection and audit may be exercised at any time within three (3) years after the end of the year to which such Tenant's net operating income or subtenant rent information is related, and Tenant shall maintain all such books and records for at least such period of time and, if any dispute between the Parties has arisen and remains unresolved at the expiration of such period of time, for such further period of time until the resolution of such dispute. If any such audit by Landlord reveals that Tenant has understated the Rent audited by five percent (5%) or greater, the costs of such audit shall be paid by Tenant and the amounts of

any such underpayment disclosed by such audit, together with any applicable interest accrued thereon, shall be promptly paid to the Landlord.

(c) The obligations of Tenant and Landlord under this Article shall survive the Expiration of the Term of the Lease.

32. NONLIABILITY.

(a) No member, official or employee of the CRA, the Landlord or any other governing body (including, without limitation, the Mayor or Members of the City Council, the CRA or its members) shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount or obligation which may become due to Tenant or successor under the terms of this Lease; and any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Person, or under or by reason of the obligations, covenants or agreements contained in this Lease, or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

(b) No Person that has an ownership interest, whether directly or indirectly, in Tenant and no Person that has an ownership interest, whether directly or indirectly, in any Person that has an ownership interest, whether directly or indirectly, in Tenant, shall be personally liable to Landlord, or any successor in interest, in the event of any default or breach by Tenant or for any amount or obligation which may become due to Landlord or successor under the terms of this Lease; and any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Person, or under or by reason of the obligations, covenants or agreements contained in this Lease, or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

33. CONFLICT OF INTEREST. Tenant represents and warrants that, to the best of its actual knowledge, no member, official or employee of the CRA, the Landlord or any other governing body has any direct or indirect financial interest in this Lease, nor has participated in any decision relating to this Lease that is prohibited by law. Tenant represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of the Landlord, the CRA or any other governing body has received any payment or other consideration for the making of this Lease, directly or indirectly from Tenant. Tenant represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys. Tenant acknowledges that Landlord is relying upon the foregoing representations and warranties in entering into this Lease and would not enter into this Lease absent the same.

34. NO PARTNERSHIP. The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of developing the Leased Premises, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease or the other documents executed by the parties

with respect to the Leased Premises, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this paragraph shall survive Expiration of the Term.

35. MISCELLANEOUS.

(a) Captions. Captions of the Sections and Articles contained in this Lease are for convenience only and do not constitute a part of this Lease and do not limit, affect or construe the contents of such Sections or Articles.

(b) Severability. If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) Interpretation. All provisions of this Lease have been negotiated by both Landlord and Tenant, at arm's length, and neither Landlord or Tenant shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either Landlord or Tenant by reason of the authorship or alleged authorship of any provision hereof. As used herein, "business day" means any day other than a Saturday, Sunday or federal or Florida state holiday.

(d) Incorporation. This instrument shall constitute the entire Lease unless otherwise hereafter modified by both Landlord and Tenant in writing. All exhibits attached and referenced in this Lease are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Lease.

(e) Successors and Assigns. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon Landlord and Tenant until it shall have been executed and delivered by both Landlord and Tenant.

(f) Legal Representation. Landlord and Tenant have each been afforded a full and fair opportunity to seek advice from legal counsel.

(g) No Recordation. This Lease shall not be recorded. However, a memorandum of lease (the "Memorandum of Lease"), in form reasonably acceptable to Landlord and Tenant, shall be recorded by Tenant, provided that Landlord shall cooperate in the execution of any documents reasonably requested by Tenant in connection with such recording.

(h) Governing Law. This Lease and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida (without regard to conflicts of laws).

(i) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to Persons who are

exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

(j) Interest of Tenant. Tenant shall have no interest in the Leased Premises other than its interest as Tenant under and pursuant to this Lease. No action of Tenant may deprive City of its fee simple title to the Leased Premises.

(k) No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate or any interest in such fee estate.

(l) Person. As used herein, the term "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(m) Affiliate. As used herein, the term Affiliate means with respect to a Person, any other Person that directly or indirectly Controls, is controlled by, or is under common Control with, the specified Person.

(n) Control. As used herein, the term Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Ownership of more than 50% of the: (a) beneficial interests of a Person shall be conclusive evidence that control exists, or (b) voting interests of a Person shall be conclusive evidence that control exists.

(o) Unavoidable Delays. As used herein, the term "Unavoidable Delay(s)" shall mean any delay which arises, directly or indirectly, from any strike, lockout, labor dispute, inability to obtain materials or labor (in each case outside the reasonable control of the Tenant), governmental restrictions, acts of war, act of public enemy, riot, insurrection, terrorist attack, governmental regulation, fire or other acts of God, abnormal weather conditions, litigation which causes a delay (other than litigation among and between the Tenant and its Affiliates) or other cause, similar or dissimilar to those enumerated above, beyond the control of Tenant (all of the causes set forth above being herein called "Unavoidable Delays").

(p) Single-Asset Entity. Tenant shall be maintained as a single-asset entity, owning no assets other than its interest in the Leased Premises. Notwithstanding anything contained in this Lease to the contrary the Tenant will have the absolute right to transfer this Lease to another Person in order to comply with this provision.

(q) Joint and Several. If after the execution hereof Tenant subsequently assigns all of Tenant's interest in the Lease or Leased Premises pursuant to Section 10(e) hereof to a new Tenant comprised of more than one Person, then the obligations imposed hereby on such assignee shall be joint and several between the Persons comprising such assignee.

EXECUTION

IN WITNESS WHEREOF, City and Tenant, intending to be legally bound, have executed this Lease as of the day and year first above written.

WITNESS:

CITY OF RIVIERA BEACH, FLORIDA

By: Michael D. Brown
Michael D. Brown, Mayor

ATTEST:

By: Carrie E. Ward
Carrie E. Ward, City Clerk

As to Form and Legal Sufficiency

By: Pamala H. Ryan
Pamala H. Ryan, City Attorney

By: _____
Mark Mustian, Special Counsel

By: William E. Wilkins
William E. Wilkins, City Manager

WITNESSES:

OMRD, LLC,
a Delaware limited liability company

By: Daniel Catalfumo
Daniel Catalfumo, its President

EXECUTION

IN WITNESS WHEREOF, City and Tenant, intending to be legally bound, have executed this Lease as of the day and year first above written.

CITY OF RIVIERA BEACH, FLORIDA

WITNESS:

By: _____
Michael D. Brown, Mayor

ATTEST:

By: _____
Carrie E. Ward, City Clerk

As to Form and Legal Sufficiency

By: _____
Pamala H. Ryan, City Attorney

By:  _____
Mark Mustian, Special Counsel

By: _____
William E. Wilkins, City Manager

WITNESSES:

OMRD, LLC,
a Delaware limited liability company

By: _____
Name: _____

LIST OF EXHIBITS
Ground Lease/Retail

- A. LEASED PREMISES
- B. PERMITTED EXCEPTIONS
- C. STREETS AND SIDEWALKS TO BE ABANDONED

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A

GROUND LEASE - RETAIL

LEGAL DESCRIPTION

PARCEL B, C, AND D, PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGE 98, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TOGETHER WITH PORTIONS OF OCEAN AVENUE, NORTH OCEAN BOULEVARD, BEACH AVENUE AND BEACH COURT, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE ALONG THE WEST LINE OF SAID PARCEL A AND ALONG THE EAST RIGHT OF WAY LINE OF SAID OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT, SOUTH 00°46'50" WEST, A DISTANCE OF 923.92 FEET; THENCE CONTINUE SOUTH 90°00'00" EAST, A DISTANCE OF 50.46 FEET; THENCE CONTINUE SOUTH 00°00'00" WEST, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF RIVIERA BEACH OCEAN TRACT AND ITS WESTERLY EXTENSION, NORTH 90°00'00" WEST, A DISTANCE OF 509.93 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, AS SHOWN ON PLAT BOOK 23, PAGES 29 THROUGH 32, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 98.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 415; THENCE ALONG THE NORTH LINE OF SAID LOT 415, SOUTH 85°00'00" WEST, A DISTANCE OF 50.44 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE FOR BEACH COURT, AS SHOWN ON SAID PLAT OF PALM BEACH SHORES; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND ITS SOUTHERLY EXTENSION, NORTH 02°36'30" EAST, A DISTANCE OF 290.37 FEET TO THE NORTHEAST CORNER OF LOT 425, AS SHOWN ON SAID PLAT OF PALM BEACH SHORES; THENCE ALONG THE SOUTH LINE OF LOT 426, AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SOUTH 87°23'30" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 426; THENCE ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, NORTH 02°36'30" EAST, A DISTANCE OF 408.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING OF NORTH 66°54'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 139°02'41", A DISTANCE OF 72.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A), AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SAID POINT ALSO BEING A POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 623.69 FEET AND A CHORD BEARING OF NORTH 33°13'55" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°39'46", A DISTANCE OF 224.92 FEET TO THE NON TANGENT INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A) AND RUNNING ALONG SAID NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, SOUTH 89°58'50" EAST, A DISTANCE OF 365.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 457.653 SQUARE FEET OR 10.506 ACRES, MORE OR LESS.

LESS AND EXCEPTING THEREFROM:

A PARCEL OF LAND BEING A PORTION OF PARCEL "C" AND A PORTION OF PARCEL "D", PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGE 98, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TOGETHER WITH PORTIONS OF NORTH OCEAN BOULEVARD, BEACH AVENUE AND BEACH COURT, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL "D", NORTH 90°00'00" WEST, A DISTANCE OF 100.10 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 29 THROUGH 32, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE ALONG SAID EAST LINE OF LOT 415 AND ALONG SAID WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD NORTH 02°36'30" EAST, A DISTANCE OF 48.13 FEET TO THE NORTHEAST CORNER OF SAID LOT 415; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 00°46'50" EAST, A DISTANCE OF 283.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 426, AS SHOWN ON SAID PLAT OF PALM BEACH SHORES; THENCE ALONG SAID SOUTH LINE, SOUTH 87°23'30" EAST, A DISTANCE OF 9.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 426; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 33.56 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 90°00'00" EAST, A DISTANCE OF 230.17 FEET; THENCE SOUTH 00°46'50" WEST, A DISTANCE OF 365.03 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 241.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.425 SQUARE FEET OR 2.007 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 370.228 SQUARE FEET OR 8.499 ACRES, MORE OR LESS.

EXHIBIT "B"

PERMITTED EXCEPTIONS

EXHIBIT B
TO
THE GROUND LEASE-RETAIL
(Permitted Exceptions)

1. Taxes for the year 2007, which are not yet due and payable.
2. Subject to rights of tenants under unrecorded leases, if any.
3. All matters contained on the Plat of Riviera Beach Ocean Tract, as recorded in Plat Book 30, page 98, Public Records of Palm Beach County, Florida.
4. Landscaping Easement recorded in O.R. Book 2514, Page 1547, Public Records of Palm Beach County, Florida.
5. Electrical Easement recorded in O.R. Book 2514, Page 1555, Public Records of Palm Beach, County, Florida.
6. Easement to Florida Power and Light Company recorded in O.R. Book 2514, Page 884, Public Records of palm Beach County, Florida.
7. Notice that Lessor's Interest Not Subject to Liens For Improvements Made by Any Lessee recorded in O.R. Book 9347, Page 482, Public Records of palm Beach County, Florida.
8. Private easement rights of other owners of the subdivision known as Riviera Beach Ocean Tract, recorded in Plat Book 30, Page 98, Public Records of Palm Beach County, Florida, to the use of vacated streets.¹
9. Private easement rights of other owners of the subdivision known as South Shore Estates, recorded in Plat Book 23, Page 29, Public Records of palm Beach County, Florida, to the use of the vacated street.²

¹ Such exceptions will be deleted if and when said easements rights are abandoned in accordance with the Lease.

² Such exceptions will be deleted if and when said easements rights are abandoned in accordance with the Lease.

EXHIBIT "C"

STREETS AND SIDEWALKS TO BE ABANDONED

This exhibit will be attached on or prior to the date that Tenant has received site plan approval for the construction of the Buildings and Site Improvements.

BOC-FS1407733v22\091925.010100



DOWNTOWN DADELAND PROPERTY SUMMARY

DOWNTOWN DADELAND

Get in the mix. Get out. Go urban.

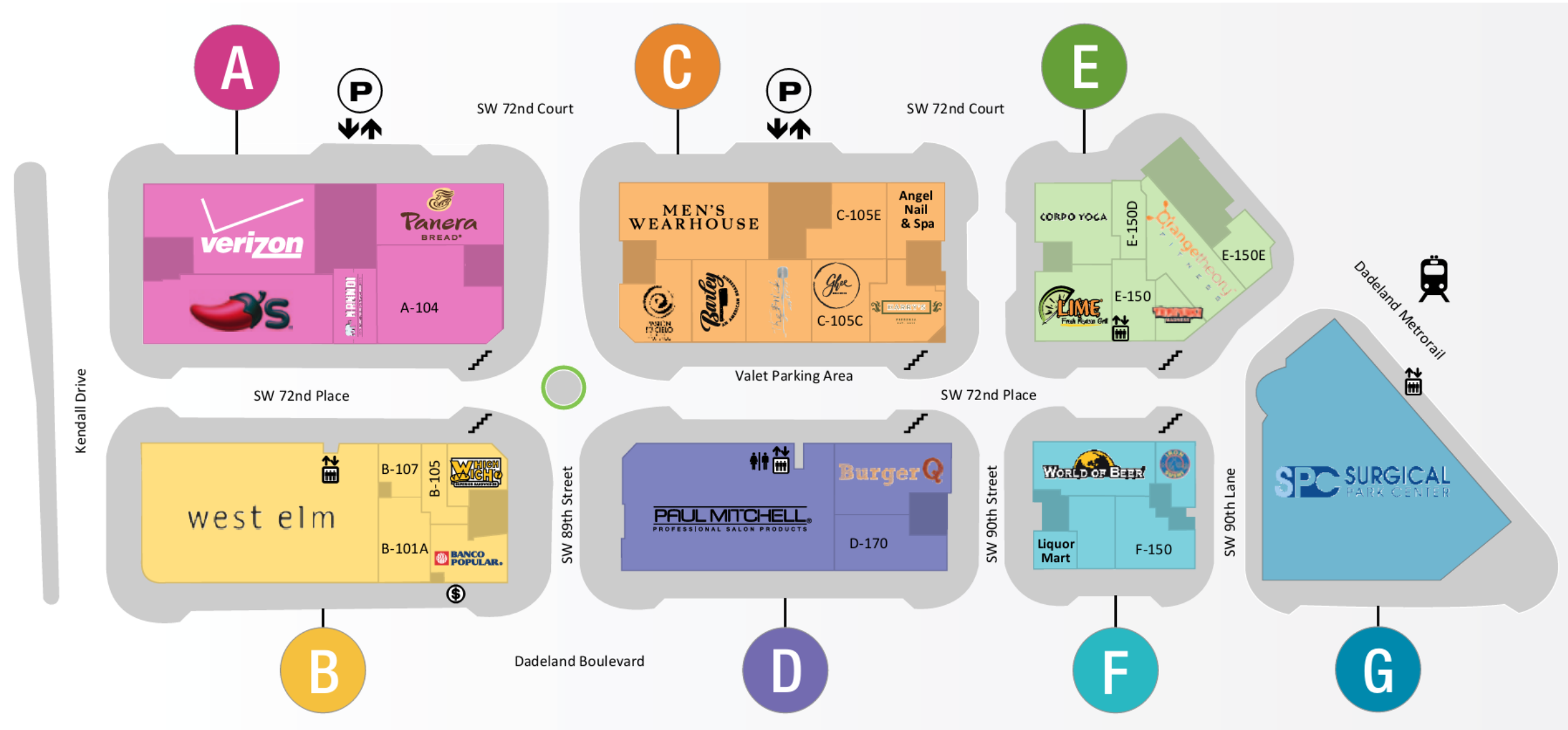
An inventive town center design consisting of 127,635 SF of retail space, six floors of condominium residences, street-level parking and two levels of underground parking in each of the seven buildings. Downtown Dadeland is located on/at the southwest quadrant of US Highway 1 and Kendall Drive in Miami-Dade County, directly across from the enormously successful and dominant Dadeland Mall (Saks Fifth Avenue, Nordstrom, Macy's and JCPenney) and within one of the Southeast's strongest retail sub-markets. Unique and urban, Downtown Dadeland benefits from distinct marketable attributes; its mixed-use design, its proximity to Dadeland Mall and its location in this highly desirable retail corridor. The combination of these attributes will attract a variety of tenants, ranging from local to regional to national operators.



DOWNTOWN DADELAND- PROPERTY PHOTOS



DOWNTOWN DADELAND- SITE PLAN



DOWNTOWN DADELAND– TENANT LIST



Chef Allen Susser:

James Beard Award winner and venerable Miami chef featuring an iconic menu based upon a farm-to-table concept



Chef Michael Schwartz:

James Beard Award winning chef Michael Schwartz's neighborhood American pizzeria, a hip, casual joint for people who love pizza, but who also crave and gather around innovative, genuine cooking



Chef Niven Patel:

former chef alum at Michael's Genuine and a cuisine inspired by the lighter, veggie-forward side of his Indian culture



Chef Jorgie Ramos:
a Miami local whiz uniquely blending classic Spanish style with New Americana/Rustic flare



DOWNTOWN DADELAND— PRESS CLIPPINGS



edible SOUTH FLORIDA



for Miami old-timers, Dadeland means a big shopping mall located under a towering spire with the letter D on it. Today, it's just one part of a busy urban neighborhood of even more retail, condos and offices – and a surprising stretch of distinctive chef-owned restaurants and cafes in Downtown Dadeland, just across Kendall Drive.

Open – or opening soon – are Barley, a comfort food mecca from popular local chef Jorgie Ramos; the new farm-to-table The Brick, guided by Allen Susser; Ghee, a fresh take on Indian cooking by Niven Patel, most recently with Michael Schwartz; and Harry's Pizzeria, Schwartz' third location for the casual American pizza joint. These carefully chosen tenants are part of creating a vibrant community, says Vincent Buoniconti of Duncan Hillsley Capital, developer of the revitalization plan for the mixed-used project.

"We want to be the go-to place for Pinecrest, Palmetto Bay, the Gables, South Miami." He sees Downtown Dadeland as a destination for business lunches, dinners or weekend get-togethers, while events like farmers markets, movie nights and block parties bring together families and friends. Putting together the right mix of restaurateurs was key, says Buoniconti. "Jorgie knows the area well, he's great to work with. We're thrilled to have Niven. And I'm a big fan of Michael's and Harry's Pizzeria."

The concepts work together, but don't duplicate. At the farm-to-table The Brick, named for its brick oven, owner Corey Bousquet plans to take advantage of nearby Homestead farms to source much of the produce. "We've only got one freezer," he says. Under iconic chef Allen Susser's guidance, the menu will include seasonal fare and local fish. Decor includes reclaimed century-old wood and an open kitchen.

Barley, an American brasserie, is already popular with Ramos' fans for his rustic comfort food, like lechon hash and porcini mac and cheese. His new place features craft cocktails in addition to craft beers and boutique wines.

Perhaps the most anticipated restaurant is Ghee, where chef Niven Patel has been teasing fans with images of Indian street food on social media, and selling it occasionally at street markets on weekends. "We want to bring homestyle Gujarati cooking – it's very veg-forward." Patel will be looking for produce from Verde Farm, Michael Borek, Bee Heaven and his own backyard, and is partnering with artisans Babe Froman for jaggery-cured bacon, for example. "We'll have a cool tea program with JoJo Tea. They connect with spice and tea farms to help support them," he says.

Why choose an area like Downtown Dadeland for Ghee rather than a hipper neighborhood, like Wynwood or MiMo? Patel says it's about the landlord. "What I've learned is that the number one relationship is with the landlord. We're working together. Negotiating the lease wasn't a battle – I can see ourselves having a great relationship after five years." Patel also says there's a great spirit of camaraderie, rather than competition, among his restaurant neighbors. "We're all working together, and that's another great thing," he says.

Why choose an area like Downtown Dadeland for Ghee rather than a hipper neighborhood, like Wynwood or MiMo? Patel says it's about the landlord. "What I've learned is that the number one relationship is with the landlord. We're working together. Negotiating the lease wasn't a battle – I can see ourselves having a great relationship after five years."

- Chef Niven Patel, Owner Ghee Indian Kitchen, former Executive Chef- Michael's Genuine Kitchen

downtown dadeland
a surprising dining scene springs up in kendall



DOWNTOWN DADELAND– PRESS CLIPPINGS

Success AROUND TOWN

MAGAZINE
BRICKELL

DELICIOUS DADELAND

Since 2014, Downtown Dadeland has been undergoing a renaissance. The lifestyle center is now turning into a must-visit culinary destination with several new chef-driven and unique concepts recently opened or coming soon.

TEXT BY SANDY LINDSEY

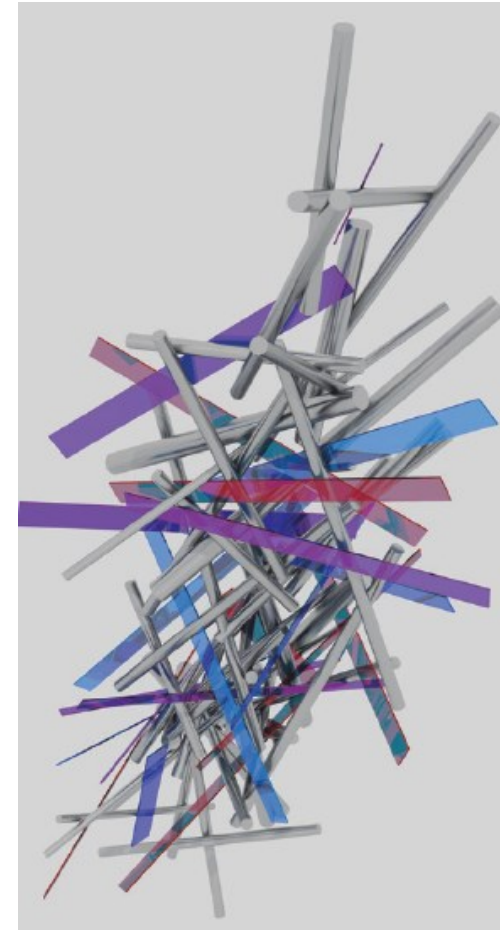
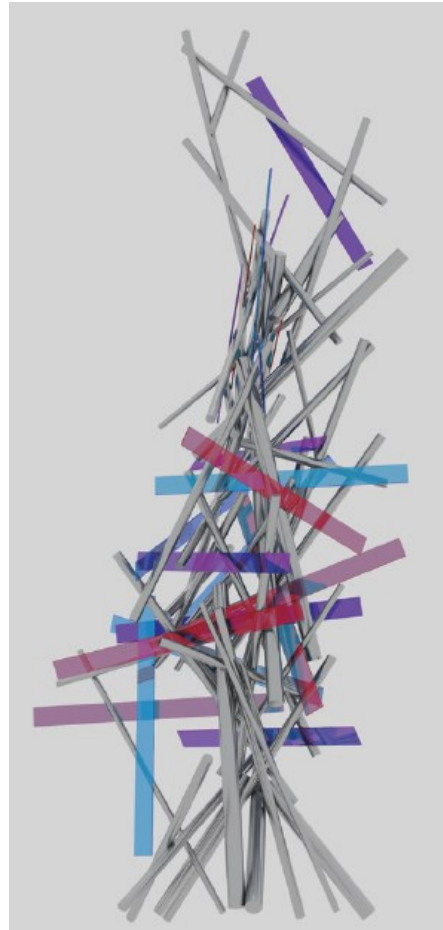


The open air, innovative, mixed-use Downtown Dadeland complex encompasses over 127,635 sq. ft. of retail space that brings together mouthwatering dining, terrific shopping and vibrant health and fitness establishments in one premier lifestyle and culinary destination. Recently opened are Barley, an American Brasserie with a rustic-style gastropub specializing in a unique blend of Spanish and New American comfort food by Chef Jorgie Ramos; and The Brick, a farm-to-table infused concept created by Cory Bosquet and Chef Allen Susser. They join the southern-style BurgerQ and another recent addition, Nanndi Frozen Cream & Pastry Shop, owned by Chef Sabrina Mancin. Coming in December is Ghee Indian Kitchen by Chef Niven Patel, offering traditional Indian home cooking with fresh produce from the chef's 2-acre Homestead farm. Bring your appetite and sense of adventure; DowntownDadeland.com.

DOWNTOWN
DADELAND

CAPITAL IMPROVEMENT SUMMARY

GORDON HUETHER SCULPTURE– To be installed November 2016



CAPITAL IMPROVEMENT SUMMARY

NEW
FRONT ENTRANCE
LIGHT STICKS



NEW
OVERHEAD LIGHTING
STREET LIGHTING



NEW
FRONT ENTRANCE
LIGHT STICKS



CAPITAL IMPROVEMENT SUMMARY

NEW PARKING

WAYFINDING SIGNAGE



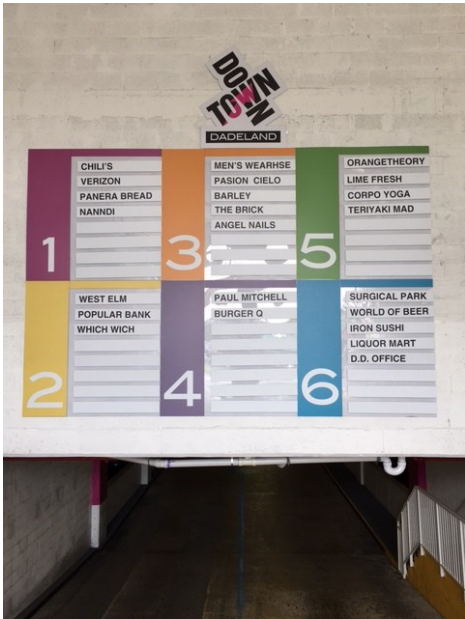
NEW GARAGE

ENTRANCE SIGNAGE



NEW GARAGE

ENTRANCE DIRECTORY



NEW GARAGE

WAYFINDING SIGNAGE



CAPITAL IMPROVEMENT SUMMARY

GARAGE PAINTING



LIGHTING PAINTING



NEW STAIRWELLS



NEW AWNINGS AND BENCHES



FOUNTAIN TILE




DOWNTOWN DADELAND– RE-BRANDING



A fresh urban vision.

A close-to-home, local, vibrant,
feel good, go-to place to be...



...meet, eat, drink, shop, dine,
exercise, celebrate, stroll, chill –

today and everyday



Get out.
Go urban.

DOWNTOWN
DADELAND

DUNCAN HILLSLEY CAPITAL LLC

COMPANY OVERVIEW

Duncan Hillsley Capital LLC (DHC) is a fully integrated, private commercial real estate investment company based in Boca Raton, Florida. DHC was formed in January 2009 to capitalize on the dislocation of the commercial real estate market by acquiring distressed and underperforming assets as well as assisting other investors in restructuring and recapitalizing their portfolios. Our management team has extensive experience in all aspects of the real estate industry including sponsorship, private equity, commercial lending, and brokerage because we have worked from every side of the table. Since DHC's inception it has acquired \$700 million in real estate assets and assisted other investors in the workout and recapitalization of \$370 million in problem real estate loans.

DHC has a market driven investment approach and a reputation for finding unique opportunities to create value across all property types and all levels of the risk-reward spectrum. Most investments made by DHC are as a Sponsor. However, on a select basis, DHC will also invests as a Limited Partners with experienced operating companies with successful track records. Our primary focus is on major markets in Florida, but we will invest in major cities in the southeast US.

W THOMAS DUNCAN
PRESIDENT
TOM@DUNCANHILLSLEY.COM
(561) 961-1814

SHANE HILLSLEY
MANAGING DIRECTOR
SHANE@DUNCANHILLSLEY.COM
(561) 961-1862

BUSINESS LINES

REAL ESTATE INVESTMENTS

Duncan Hillsley Capital has aligned itself with various institutional and high net worth investors making investments in sponsor and third party equity. We are opportunistic in nature and take full advantage of value add situations. However, investment decisions in property types are tempered by geographic concentrations, in-depth analyses of real estate market cycles for specific property types, and economic forecasts that will affect the long term performance of the investment.

DISTRESSED ASSET SERVICES

DHC has extensive experience with underperforming commercial properties and problem loans. Distressed assets meeting the investment criteria above are purchased outright or recapitalized. We have the knowledge and skills to create successful repositioning of the assets targeted. Acquiring and restructuring distressed assets have been our primary business since the onset of the Recession.

RECAPITALIZATIONS

DHC works with existing property owners to resolve loan problems and/or to reposition properties in our market area. DHC has the knowledge, contacts, skillset and expertise to manage effectively negotiations with lenders and to restructure the capitalization of the asset. Typically DHC invests with the general partner, thus allowing the original property owner to continue involvement in the property's operation.

INVESTMENTS

THE ISLES OF GATEWAY

10600 Fourth Street North
St. Petersburg, Florida
212 Apartments Units
Status – Active

Building Description

The Isles of Gateway is a 212-unit garden style apartment community made up of 11 two and three story buildings on 18 acres, originally constructed in 1987. The property is located off Fourth Street North within the Carillon / Gateway office market with direct access to the West Shore office market, downtown St. Petersburg and the beaches. Duncan Hillsley Capital acquired the property in January 2016 through its joint venture with PEBB Capital known as DHPI.



DOWNTOWN DADELAND RETAIL

7250 N Kendall Drive
Miami, Florida
127,635 Retail Square Feet
Status – Active

Building Description

Downtown Dadeland Retail, built in 2008, consists of 127,635 rentable square feet and a 532 space parking garage along Kendall Drive, in Miami Florida. The property is part of a mixed use project which includes 416 residential units and is ideally located across from the 1.4 million square foot Dadeland Mall in the triangle bounded by Kendall Drive, the Palmetto Expressway, and South Dixie Hwy. DHPI, a joint venture between Duncan Hillsley Capital and PEBB Capital, acquired the property in July 2014.



DUNCAN HILLSLEY CAPITAL

THE CONTINENTAL

4000 Collins Avenue
Miami, Florida
102 Condominium Hotel Units
Status – Active

Building Description

The Continental is a five story, 102-unit condominium hotel originally constructed in 1948. The property is located at the entrance to mid-beach at the southwest corner of 41st Street and Collins Avenue on Miami Beach, Florida. Duncan Hillsley Capital acquired the property in 2015 through its Joint Venture with PEBB Capital known as DHPI.



MARQUESA

145 SW 117th Terrace
Pembroke Pines, Florida
468 Apartment Units
Status – Active

Building Description

The Marquesa Condominium is a 468-unit condominium community built in 1998 in Pembroke Pines, Florida, consisting of 21, 2 and 3-story buildings. The property is located on the south side of Pines Boulevard, just east of I-75 and across the street from the Pembroke Lakes Mall with easily accessible to an extensive list of retailers and grocers as well as employment sources. Duncan Hillsley Capital invested in the acquisition of the remaining 252 developer owned condominium units in December 2014.



VIZCAYNE RETAIL

244 Biscayne Boulevard
Miami, Florida
54,000 Retail Square Feet
Status – Realized

Building Description

Vizcayne Retail consists of 54,000 rentable square feet along Biscayne Boulevard, NE 3rd Street and NE 2nd Street in Downtown Miami. The center is part of the newly constructed Vizcayne Condominium (previously known as Everglades on the Bay) consisting of 849 residential condominium units in two 49-story towers atop a 7-story podium. The retail center also includes a dedicated retail parking garage. The property is ideally located with high visibility on Biscayne Boulevard in the center of the continually growing Downtown market. Duncan Hillsley Capital acquired the center in November 2010.



GRAN VISTA AT DORAL

4190 NW 79th Avenue
Doral, Florida
146 Apartment Units
Status – Active

Building Description

Gran Vista is a to-be-developed 146-unit multifamily community located on NW 79th Avenue between NW 41st Street and NW 48th Street in the City of Doral. The property is well located with easy access to the areas employment and retail centers via Doral Boulevard and the Palmetto Expressway. Construction will commence in early 2014 and is projected to be completed by year end 2015. The 5.9 acre site is currently zoned Multifamily RU-4. Duncan Hillsley Capital invested in the development of the project in 2013.



PARK ON THE SQUARE

9009 University Pkwy.
Pensacola, Florida
240 Apartment Units
Status – Realized

Building Description

Park on the Square is a 240-unit garden style apartment community built in 1999 in Pensacola, Florida. The property is located off University Parkway just South of Nine Mile Road consisting of 27, 2 and 3-story buildings situated on 13 acres. The property is in walking distance to Target and Publix, within 1-mile of the University of West Florida and West Florida Hospital, and is centrally located between Pensacola Naval Air Station and Eglin Air Force Base providing easy access for military personnel. Duncan Hillsley Capital acquired the community in April 2013.



MARINA LANDING

6315 Westgate Drive
Orlando, Florida
260 Apartment Units
Status – Realized

Building Description

Marina Landing is a 260-unit garden style apartment community built in 1991 in Orlando, Florida. The property consists of 21, 2 and 3-story buildings situated on 24 acres of lake-frontage off Hiawassee Road and Raleigh Street in MetroWest. The property benefits from the picturesque landscaping of MetroWest and proximity to downtown Orlando, Universal Orlando Resort, Mall of Millenia and Valencia College. Duncan Hillsley Capital acquired the community in April 2013.



SUMMER COVE

7887 N. Lockwood Ridge Rd.
Sarasota, Florida
224 Apartment Units
Status – Realized

Building Description

Summer Cove is a 224-unit garden style apartment community built in 1996 in Sarasota, Florida. The property is located off University Parkway on Lockwood Ridge Road and consists of 10, 2 and 3-story buildings situated on 27 acres. The property is in close proximity to major retailers including an 880,000 square foot mall currently under construction. University Road is a major East / West artery through Sarasota providing easy access to downtown Sarasota, the Sarasota-Bradenton International Airport, and I-75. Duncan Hillsley Capital acquired the community in April 2013.



VERONA VIEW

10900 NW 17th St.
Plantation, Florida
293 Apartment Units
Status – Realized

Building Description

Verona View is a 293-unit garden style apartment community built in 1990 in Plantation (Greater Fort Lauderdale), Florida. The property consists of 17, 2 and 3-story buildings situated on 29 acres at the south east corner of Sunrise Boulevard and Hiatus Road. Within 2 miles of the property is the 2.3 million square foot Sawgrass Mills Mall, 2.0 million square foot Sawgrass Corporate park, and the BB&T center. The property also has easy access to downtown Fort Lauderdale and Miami via I-595 and the Sawgrass Expressway. Duncan Hillsley Capital acquired the community in April 2013.



DUNCAN HILLSLEY CAPITAL

VIZCAYNE RESIDENTIAL

244 Biscayne Boulevard
Miami, Florida
849 Condominium Units
Status – Realized

Building Description

Vizcayne (previously known as Everglades on the Bay) is a newly constructed 849-unit residential condominium made up of two 49-story towers atop a 7-story podium in downtown Miami, Florida. The property is ideally located on Biscayne Boulevard with expansive views of Biscayne Bay, South Beach, and Downtown Miami. Duncan Hillsley Capital acquired the remaining 664 developer owned condominium units in November 2010.



FALCON SQUARE

14600 Avenue of the Groves
Winter Garden, Florida
379 Apartment Units
Status – Realized

Building Description

Falcon Square is a 379-unit colonial style apartment community built in 2008 in Winter Garden (Greater Orlando), Florida. The property consists of 11, 3-story buildings situated on 20 acres amongst lush landscaping, nature preserves, and walking trails in the master-planned community of Independence. The property is located in one of the most desirable and affluent areas of greater Orlando adjacent to Windermere, Isleworth, and Orange County National Golf Center. Duncan Hillsley Capital acquired the community in December 2009.



THE OASIS AT PEARL LAKE

1037 Alden Parkway
Altamonte Springs, Florida
316 Condominium Units
Status – Realized

Building Description

The Oasis at Pearl Lake is a 316-unit apartment community built in 1988 and converted to condominium in 2006 in Altamonte Springs (Greater Orlando), Florida. The property consists of 12, 2 and 3-story buildings along Pearl Lake. The property is located on the west side of Altamonte Springs off West Town Parkway via South State Road 434. In walking distance, residents have access to premier retailers and grocers and the property is located in a top rated school district. Duncan Hillsley Capital invested in the acquisition of the remaining 155 developer owned condominium units in June 2011.



SERENATA CONDOMINIUM

8307 38th Street
Sarasota, Florida
240 Condominium Units
Status – Realized

Building Description

The Serenata Condominium is a 240-unit condominium community built in 2005 in Sarasota, Florida, consisting of 10, 3-story buildings on 19 acres. The property is located on the north side of Sarasota off University Parkway via Highway 301. In walking distance, residents have access to premier retailers and grocers and the property is located in close proximity to the Sarasota Bradenton International Airport and Downtown Sarasota. Duncan Hillsley Capital invested in the acquisition of the remaining 39 developer owned condominium units in September 2011.



COURTYARD SAN ANTONIO SIX FLAGS

5731 Rim Pass Drive
San Antonio, Texas
124 Rooms
Status – Active

Building Description

The Courtyard is a 124 room, 5 story limited service hotel built in 2009 in San Antonio, Texas. The property is part of The Rim, a two million square foot development including over 100 premium retailers, service businesses, and luxury residences located on the north side of San Antonio at the intersection of I-10 and I-410. Duncan Hillsley Capital invested in the development of this hotel.



RESIDENCE INN SAN ANTONIO SIX FLAGS

5707 Rim Pass Drive
San Antonio, Texas
131 Rooms
Status – Active

Building Description

The Residence Inn is a 131 room, 6 story limited service hotel built in 2009 in San Antonio, Texas. The property is part of The Rim, a two million square foot development including over 100 premium retailers, service businesses, and luxury residences located on the north side of San Antonio at the intersection of I-10 and I-410. Duncan Hillsley Capital invested in the development of this hotel.



W. THOMAS DUNCAN
PRESIDENT

Mr. Duncan is a veteran of the real estate industry having over 40 years of experience in commercial real estate finance and investment. In January 2009, he founded Duncan Hillsley Capital LLC (DHC), a boutique real estate investment firm that originally focused on the acquisition, repositioning and disposition of distressed real estate assets. By the end of 2011, DHC completed the workouts of approximately \$370 million in problem real estate loans, and to date has acquired approximately \$700 million in real estate assets.

Prior to founding DHC, Mr. Duncan was President of a real estate private equity fund that held more than \$3 billion in assets for a wealthy family. As such, Mr. Duncan managed the daily activities of the full-service real estate investment firm including the oversight of upwards of 14,000 multi-family and condominium units, a 500-room full service hotel, and the development of 2 limited service hotels and a class "A" suburban office building. His duties included sourcing investment opportunities, operating partners and investors, establishing investment criteria and structuring transactions, arranging more than \$1 billion in financing for the firm's assets. In 2006 Duncan had the foresight to liquidate 17 apartment communities that had been bought for condominium conversion and he began the liquidation of the fund's holdings paying off debt and increasing the company's cash position. The task was virtually complete by year-end 2008. He joined this private equity fund in April of 2005.

Prior to joining the private equity fund, Mr. Duncan served as President and Chief Operating Officer for Aztec Group, Inc., a boutique real estate investment firm in Miami, Florida, that specialized in finance at all levels of the capital stack, joint ventures and investment sales. He oversaw the day-to-day activities of the firm and served as an advisor to the firm's clients. In addition, his responsibilities included lender / investor relations with financial institutions as well as keeping abreast of industry trends. Having joined Aztec in 1993, he placed more than \$3.5 billion in debt and equity for the firm's clients. Because of extensive experience in commercial real estate banking and thorough understanding of the inner workings of financial institutions, he was personally involved in Aztec's major financing and marketing assignments.

Prior to joining Aztec, Duncan was an independent consultant specializing in FDIC / RTC problem asset portfolio acquisitions for J.E. Robert / Goldman Sachs and Martin W. Taplin & Associates. In years prior, he held senior positions with major regional banks including Southeast Bank, Florida National Bank and First Union (now Wells Fargo). During his banking career, he managed loan portfolios in excess of \$1 billion and was responsible for the origination of more than \$3 billion in construction and mortgage loans. He was also involved in the workout and restructure and/or liquidation of more than \$1 billion in problem real estate assets. Duncan holds a Bachelor of Arts from Trinity College, Hartford, Connecticut and served over 20 years as a pilot with the U.S. Air Force and Air Force Reserve.



DUNCAN HILLSLEY CAPITAL

SHANE HILLSLEY **MANAGING DIRECTOR**

Mr. Hillsley has 15 years of diversified real estate operating, lending and private equity experience specializing in originating, structuring, and managing of real estate transactions. In January 2009, he co-founded Duncan Hillsley Capital (DHC), a boutique real estate investment firm that originally focused on the acquisition, repositioning, and disposition of distressed real estate assets. By the end of 2011, DHC completed the workouts of approximately \$370 million in problem real estate loans, and to date has acquired approximately \$700 million in real estate assets.

Prior to founding DHC with Mr. Duncan, Mr. Hillsley worked as a Director for a real estate private equity fund that held more than \$3 billion in assets for a wealthy family. As such, Mr. Hillsley was responsible for originating, underwriting, and closing fund investments. Mr. Hillsley was involved in the acquisition, management and disposition of 14,000 multi-family and condominium units, 1.4 million square feet of office, 1,000 hotel rooms, and 100,000 square feet of retail. He joined the private equity fund in December of 2005.

Prior to joining the private equity fund, Mr. Hillsley worked as a Senior Associate Director for GE Real Estate – North America Debt. While at North America Debt, Mr. Hillsley underwrote over \$5 billion in fixed and floating rate debt resulting in the origination of over \$500 million in GE business. Mr. Hillsley also worked as an analyst for GE Real Estate's private equity group where he structured GE's 3rd party equity investment in opportunistic office transactions.

Mr. Hillsley was an honors graduate with a bachelor's degree from the Carlson School of Management at the University of Minnesota. He then joined GE Capital's Financial Management Program (FMP) and graduated at the top of his class.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/1/2017

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Discussion for the City of Riviera Beach to implement a Summer Youth Employment (SYEP) and Job Training Program for qualifying Riviera Beach Youths.

Recommendation/Motion: Staff recommends a discussion to implement a Riviera Beach Summer Youth Employment (SYEP) and Job Training Program for the qualifying youths of the City of Riviera Beach.

Originating Dept	Police	Costs	-0-
User Dept.	Police	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The City of Riviera Beach Summer Youth Employment and Job Training Program (SYEP) offers job coaching and placement with employers in our community.

The goal is to provide summer employment and training opportunities to City youth with businesses and organizations that will provide real-world work experiences.

The SYEP is open to youth ages 14-21 residing in the City of Riviera Beach, and who meet (Jobs and Family Services TAN eligibility guidelines), federal, state, and local low to moderate income eligibility guidelines.

The Riviera Beach SYEP will provide training to 500 City of Riviera Beach youth who will then be placed to work part time at local businesses and organizations.

- Youth will be paid for participating in 36 hours of job coaching between June 12-August 7, 2017.
- Youth will be paid () hours of employment during the SYEP time frame.
- Program participants will spend their summer gaining impactful work and training experience.

The City of Riviera Beach is committed to preparing and training our next generation of business leaders.

The City of Riviera Beach will invite businesses, organizations, schools, churches, and government to serve as a worksite, providing the youth participants with a wholesome employment and real-world work experience for City young persons.

The SYEP will provide for the following services for program participants:

- Youth ages 14-21.
- Pre-screened and vetted by SYEP personnel.
- Youth paired with worksites based on interest and experience.
- Employment period is June 12-August 7, 2017.
- Work experience on job sites.
- Job coaching and workplace preparation by SYEP personnel.
- Youth paid for all hours of program participation.

The City of Riviera Beach SYEP and its worksite partners will provide for eligible youth the opportunity to be exposed to and engaged in work activities where they will learn the basic requirements of various career tracks.

The SYEP will be funded using all available public sector dollars. It is anticipated that the program will be able to attract funding support from the private sector creating a public/private joint funding stream for the program. The current program design requires initial funding to be provided by public sectors.

The following positions are key to creating and implementing a successful Summer Youth Employment Program (SYEP):

SYEP PROJECT DIRECTOR

Responsible for the overall direction, coordination, implementation, execution, control, and completion of the City of Riviera Beach Summer Youth Employment Program (SYEP).

MAIN JOB TASKS AND RESPONSIBILITIES

- Create public/private sustaining funding sources.
- Lead the planning and implementation of project.
- Facilitate the definition of project scope, goals, and deliverables.
- Define project tasks and resource requirements.
- Develop full-scale project plans.
- Develop and approve all SYEP worksites.
- Assemble and coordinate project staff.
- Manage and oversee project budget.
- Manage project resource allocation.
- Plan and schedule project timelines.
- Constantly monitor and report on progress of the project to all stakeholders.
- Present reports defining project progress, problems, and solutions.
- Implement and manage project changes and interventions to achieve project outputs.

- Project evaluations and assessment of result.

SYEP PROJECT MANAGER

Assist the Project Director in the Project coordination, implementation, execution, control, and completion of the City of Riviera Beach Summer Youth Employment Program (SYEP).

MAIN JOB TASKS AND RESPONSIBILITIES

- Assist with the management of project staff.
- Track project deliveries.
- Assist with providing direction and support to the project staff.
- Assist with quality assurance.
- Monitor and report on project staff.
- Assist in the preparation reports defining project progress, problems, and solutions.
- Troubleshoot and manage project changes and interventions as needed.
- Assist with project evaluations and assessments.

SYEP LEAD STAFF ADVOCATE

Assist Senior Management in areas, such as, but not limited to, coordinating staff schedules, coordinating additional mentoring services for youth as needed, and various program monitoring functions.

MAIN JOB TASKS AND RESPONSIBILITIES

- Manages the SYEP Advocate Team.
- Coordinates and manages SYEP Advocates schedules.
- Monitor and manage SYEP Advocates timesheets and log in sheets.
- Provide care management assistance to SYEP Advocates.
- Provide mentoring services for youth and worksites.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Attachment_Youth_Employment(Front__Back_Pages)_SYEP_Agenda_Item.pdf	Flyer: RB Youth Summer Jobs Program	2/22/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Police	Mitchell, Dorothy	Approved	2/23/2017 - 5:47 PM

Riviera Beach

Youth Summer Jobs Program

The City of Riviera Beach Summer Youth Employment and Job Training Program (SYEP) offers job coaching and placement with employers in our community.

The SYEP is open to youth ages 14-21 residing in the City of Riviera Beach, and who meet (Jobs and Family Services TAN eligibility guidelines), federal, state, and local low to moderate income eligibility guidelines.

The SYEP will provide for the following services for program participants:

- Youth ages 14-21.
- Pre-screened and vetted by SYEP personnel.
- Youth paired with worksites based on interest and experience.
- Employment period is June 12-August 7, 2017.
- Work experience on job sites.
- Job coaching and workplace preparation by SYEP personnel.
- Youth paid for all hours of program participation.

The City of Riviera Beach SYEP and its worksite partners will provide for eligible youth the opportunity to be exposed to and engaged in work activities where they will learn the basic requirements of various career tracks.





Our Goal

The goal is to provide summer employment and training opportunities to City youth with businesses and organizations that will provide real-world work experiences.

Our Commitment

The City of Riviera Beach is committed to preparing and training our next generation of business leaders.

Employers

The City of Riviera Beach will invite businesses, organizations, schools, churches, and government to serve as a worksite, providing the youth participants with a wholesome employment and real-world work experience for City young persons.

Funding

The SYEP will be funded using all available public sector dollars. It is anticipated that the program will be able to attach funding support from the private sector creating a public/private joint funding stream for the program. The current program design requires initial funding to be provided by public sectors.

SYEP Leadership

The following positions are key to creating and implementing a successful Summer Youth Employment Program (SYEP): **PROJECT DIRECTOR**, **PROJECT MANAGER** and **LEAD STAFF ADVOCATE**.

SYEP Program

The Riviera Beach SYEP will provide training to 500 City of Riviera Beach youth who will then be placed to work part time at local businesses and organizations.

- Youth will be paid for participating in 36 hours of job coaching between June 12 through August 7, 2017.
- Youth will be paid () hours of employment during the SYEP time frame.
- Program participants will spend their summer gaining impactful work and training experience.



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

Meeting Date: 3/1/2017

Agenda Category: DISCUSSION AND DELIBERATION

Subject: DISCUSSION TO REACTIVATE DORMANT CITY ADVISORY BOARDS.

Recommendation/Motion:

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

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Advisory_Boards._March_1_2017.pdf	City Advisory Boards List - March 1 2017	2/23/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Mitchell, Dorothy	Approved	2/23/2017 - 6:06 PM

NAME OF BOARD	APPOINTING AUTHORITY	ACTIVE (Y/N)
Advertising & Industrial Promotions Board	Chapt. 2, Art. III, Div. 2 Code of Ordinances	N
Code Enforcement Board (MAGISTRATE)	Chapt. 2, Art. IV Code of Ordinances	Y
Community Service Board	Chapt. 2, Art. III, Div. 6 Code of Ordinances	N
Drug Coalition Advisory Board	Chapt. 2, Art. III, Div. 8 Code of Ordinances	N
Fire Civil Service Board	Chapt. 2, Art. III, Div. 7 Code of Ordinances	N
Firemen's Pension Trust	Chapt. 14, Art. III Code of Ordinances	Y
General Employees Civil Service Board	Chapt. 2, Art. III, Div. 7 Code of Ordinances	N
General Employees Pension Board	Chapt. 14, Art. II Code of Ordinances	Y
Police Civil Service Board	Chapt. 2, Art. III, Div. 7 Code of Ordinances	N
Police Pension Board	Chapt. 14, Art. IV Code of Ordinances	Y
Riviera Beach Housing Authority Board	Chapt 421, F.S.	Y
Library Advisory Board	Chapt. 2, Art. III, Div. 3 Code of Ordinances	Y
Planning and Zoning Board	Chapt. 27 Art. II, Div. 2 Code of Ordinances	Y
Recreation Board	Chapt. 2, Art. III, Div. 4 Code of Ordinances	N
Waterfront Advisory Board	Chapt. 2, Art. III, Div. 5 Code of Ordinances	N
Zoning Board of Adjustment (Magistrate)	Chapt. 31, Art. II Code of Ordinances	Y