



**REGULAR CITY COUNCIL MEETING  
AGENDA**

**RIVIERA BEACH, FL 33404  
May 17, 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**

**KASHAMBA L. MILLER-ANDERSON - DISTRICT 2**

**CHAIR PRO-TEM**

**TONYA DAVIS JOHNSON - DISTRICT 3**

**COUNCILPERSONS**

**LYNNE L. HUBBARD - DISTRICT 1**

**DAWN S. PARDO - DISTRICT 4**

**TERENCE "TD" DAVIS - DISTRICT 5**

## ADMINISTRATION

JONATHAN E. EVANS, 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 RIVIERA BEACH CITY COUNCIL MEETING HELD ON MARCH 27, 2017.
2. MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD ON APRIL 5, 2017.
3. MINUTES OF THE RIVIERA BEACH SPECIAL CITY COUNCIL MEETING HELD ON APRIL 11, 2017.

## **RESOLUTIONS**

4. RESOLUTION NO. 51-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT WITH THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AS THE LEAD CO-PERMITTEE FOR THE PALM BEACH COUNTY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM ACCOUNT NUMBER 460-1127-541-0-3101; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT DIRECTOR: BRYNT JOHNSON 561-845-4066

5. RESOLUTION NO. 52-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE EFFORTS OF THE PALM BEACH COUNTY SOBER HOMES TASK FORCE, WHICH IS FACILITATED BY THE OFFICE OF STATE ATTORNEY, DAVE ARONBERG, AND PROVIDING NOTIFICATION OF INTEREST OF MEMBERSHIP ON THE SOBER HOMES TASK FORCE; AUTHORIZING THE CITY MANAGER TO PROVIDE THIS RESOLUTION TO THE OFFICE OF THE STATE ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

**DEPARTMENT DIRECTOR: TERRENCE BAILEY (561)  
845-4060**

6. RESOLUTION NO. 53-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TRANSFER OF \$300,000 FROM THE GENERAL FUND LOAN TO CRA ACCOUNT TO THE SUMMER YOUTH EMPLOYMENT (SYEP) AND JOB TRAINING PROGRAM FOR QUALIFYING RIVIERA BEACH YOUTH TO THE YOUTH EMPOWERMENT ACCOUNT IN THE GENERAL FUND FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

**DEPARTMENT DIRECTOR: RANDY SHERMAN (561)  
845-4040**

**COMMUNITY BENEFITS REQUESTS ON CONSENT**

7. SICKLE CELL FOUNDATION OF PALM BEACH COUNTY AND TREASURE COAST, INC. - \$1,000 - MAYOR THOMAS A. MASTERS - TO SUPPORT THE FOUNDATION IN PROVIDING EDUCATION AND ERADICATION OF SICKLE CELL IN THE AFRICAN AMERICAN COMMUNITIES.
8. THE TRAYVON MARTIN FOUNDATION - \$450 - MAYOR THOMAS A. MASTERS - IN SUPPORT THE TRAYVON MARTIN FOUNDATION'S ANNUAL CIRCLE OF MOTHERS IN ITS EFFORTS TO HELP MOTHERS HEAL FROM THE LOSS OF THEIR CHILDREN TO GUN VIOLENCE.
9. WASHINGTON ELEMENTARY SCHOOL - \$1,300 - COUNCILMAN TERENCE D. DAVIS - TO SUPPORT THE HOSTING OF "SHARK COVE", A YEAR-END EVENT FOR STUDENTS BY PURCHASING (3) WET BOUNCE HOUSES.

**END OF CONSENT AGENDA**

**PETITIONS AND COMMUNICATIONS FOR FILING**

**AWARDS AND PRESENTATIONS**

10. PRESENTATION OF CITY'S 2015/2016 AUDIT BY THE CITY'S EXTERNAL AUDITOR RODERICK HARVEY, HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC.

**DEPARTMENT DIRECTOR: RANDY SHERMAN (561) 845-4040**

11. **PRESENTATION ON THE YOUTH EMPOWERMENT PRE-APPRENTICESHIP STUDENT PROGRAM.  
YOUTH EMPOWERMENT DIRECTOR: VALERIE GRIMSLEY (561) 840-0135  
DEPUTY CITY MANAGER: DANNY JONES (561) 845-4010**
12. **PRESENTATION BY MAYOR THOMAS A. MASTERS OF THE KEY TO THE CITY TO RESIDENT, LORENZO HUTCHINSON.**
13. **PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS PROCLAIMING MAY 2017 AS MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH IN THE CITY OF RIVIERA BEACH.**
14. **PROCLAMATION FROM THE OFFICE OF MAYOR THOMAS A. MASTERS PROCLAIMING MAY 29, 2017 AS MEMORIAL DAY IN THE CITY OF RIVIERA BEACH AS A TIME TO REMEMBER THE SACRIFICES MADE BY OUR FALLEN HEROES IN THE CITY OF RIVIERA BEACH, FLORIDA.**

### **PUBLIC HEARINGS**

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

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

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

### **REGULAR - OLD BUSINESS**

15. **RESOLUTION NO. 54-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM**

BEACH COUNTY, FLORIDA, APPROVING A TRANSFER OF \$150,000 FROM GENERAL FUND CONTINGENCY ACCOUNT AND APPROVING \$250,000 TRANSFER FROM COMMUNITY DEVELOPMENT SALARY ACCOUNTS FOR A TOTAL OF \$400,000 TO THE COMMUNITY DEVELOPMENT CONTRACT SERVICES ACCOUNT (001-0715-524-0-3404) TO PAY FOR C.A.P. GOVERNMENT, INC. RELATED INVOICES AND PROVIDING FOR AN EFFECTIVE DATE.

DEPARTMENT DIRECTOR: TERRENCE BAILEY – (561) 845-4060

16. RESOLUTION NO. 55-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH ERDMAN ANTHONY OF WEST PALM BEACH, FLORIDA FOR ENGINEERING SERVICES FOR THE DESIGN OF SIX (6) STRUCTURES OVER THE WATERWAYS IN THE PALM BEACH ISLES COMMUNITY IN THE AMOUNT OF \$292,906; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 305-1123-541-0-6301 AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT DIRECTOR: BRYNT JOHNSON (561) 845-4080

17. RESOLUTION NO. 56-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$35,718.23 FOR ADDITIONAL SOFTWARE MODULES FOR THE SUNGARD SOFTWARE LICENSE AND SERVICES AGREEMENT; AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS UP TO 5% OF THE TOTAL PROJECT AMOUNT; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT DIRECTOR: CLARENCE WILLIAMS, III (561) 845-4130

18. RESOLUTION NO. 57-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING AN UPDATE TO CITY COUNCIL ON THE SCHEDULE AND FUNDING STATUS OF THE CUNNINGHAM PARK RENOVATION PROJECT AND OTHER CAPITAL IMPROVEMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

**DEPARTMENT DIRECTOR: BRYNT JOHNSON (561)  
845-4080**

**REGULAR**

19. RESOLUTION NO. 58-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A BUDGET A TRANSFER OF \$88,601.00 FROM GENERAL FUND CONTINGENCY ACCOUNT TO VARIOUS RECREATION AND PARKS ACCOUNTS FOR UNEXPECTED EXPENSES RELATED TO TRAVEL AND REPAIRS AND MAINTENANCE; PROVIDING FOR AN EFFECTIVE DATE.

**DEPARTMENT DIRECTOR: RICHARD BLANKENSHIP  
561-845-3411**

20. RESOLUTION NO. 59-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPEALING TO THE SCHOOL DISTRICT OF PALM BEACH COUNTY FOR THE PROVISION OF BUS TRANSPORTATION SERVICES ON BEHALF OF CERTAIN STUDENTS WHO ATTEND WEST RIVIERA BEACH ELEMENTARY SCHOOL AND MARY MCLEOD BETHUNE ELEMENTARY SCHOOL; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

**DEPARTMENT DIRECTOR: RICHARD BLANKENSHIP  
(561) 845-3411**

**ITEMS TABLED**

**DISCUSSION AND DELIBERATION**

21. WAIVER OF FEES AT BARRACUDA BAY AQUATICS COMPLEX FOR SCHOOL INCENTIVE FIELD TRIPS.  
**DEPARTMENT DIRECTOR: RICHARD BLANKENSHIP  
561-845-3411**

22. REINSTATEMENT OF CIVIL SERVICE BOARD.

**COUNCILWOMAN LYNNE L. HUBBARD (561) 845-3686**

23. DISCUSSION AND DELIBERATION OF CITY MANAGER EVALUATION CRITERIA.

CITY MANAGER: JONATHAN EVANS (561) 845-4010

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:** 5/17/2017

**Agenda Category:** CONSENT

---

**Subject:** MINUTES OF THE RIVIERA BEACH CITY COUNCIL MEETING HELD ON  
MARCH 27, 2017

---

**Recommendation/Motion:** APPROVE THE MINUTES OF THE RIVIERA BEACH CITY  
COUNCIL MEETING HELD ON MARCH 27, 2017

---

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

---

**Background/Summary:**

MINUTES OF THE RIVIERA BEACH CITY COUNCIL MEETING HELD ON MARCH 27, 2017

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

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
27MAR17.docx	MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD ON MARCH 27, 2017	5/1/2017	Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Burgess, Jackie	Approved	5/1/2017 - 12:08 PM



**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
MINUTES OF THE CITY COUNCIL MEETING HELD  
MARCH 27, 2017 6:00 P.M.  
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS**

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

[Before meeting chatter]

[Gavel]

**CALL TO ORDER**

**CHAIRPERSON DAVIS:** Wanna say good evening to everyone. We wanna welcome you all to the wonderful City of Riviera Beach Regular City Council meeting. At this time, we're gonna call this wonderful meeting to order.

**ROLL CALL**

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

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

**MAYOR MASTERS:** Present.

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

**CHAIRPERSON DAVIS:** Here.

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

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

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

**COUNCILPERSON HUBBARD:** Yes.

**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 Jonathan Evens?

**CITY MANAGER EVANS:** Present.

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

**CITY ATTORNEY DEGRAFFENREIDT:** Here.

**CITY CLERK ANTHONY:** You may proceed.

**CHAIRPERSON DAVIS:** Thank you.

### **PLEDGE OF ALLEGIANCE**

**CHAIRPERSON DAVIS:** We're gonna stand up and pause for a moment of silence with the pledge led by Councilperson Davis Johnson.

[Moment of silence]

**COUNCILPERSON DAVIS JOHNSON:** 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.

### **AGENDA APPROVAL:**

### **ADDITIONS, DELETIONS OR SUBSTITUTIONS**

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

**CITY MANAGER EVANS:** Yes, Mr. Chairperson. If it is the pleasure of the Council, I would like to move Item 7, 8 and 9, in reference to the Gateway project from Consent to the Regular Agenda. And then Item 33, the group home moratorium under First Readings to Discussion and Deliberation. And then our Deputy City Manager would like to have an Item added under the regular section of the Agenda to discuss a grant [stammer], a grant application that we do have funding available in the budget for, and we would like to bring that forward to the Council at this particular meeting to be able to coincide with the grant application deadline.

**CHAIRPERSON DAVIS:** So, Items what from the Consent? 7...

**CITY MANAGER EVANS:** Items 7, 8 and 9 of Consent to the Regular Agenda. And then Item 33, the group home moratorium from Ordinances...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible] 32. Unless it changed. Did it change...

**CITY MANAGER EVANS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** ...somewhere?

**CITY MANAGER EVANS:** Item 32, as referenced in the Agenda, that was posted to, from Ordinances on First Reading to the section for Discussions and Deliberations. And then Item 34 would be a Resolution to consider a grant application for construction of Phase 2 of the docks and our Deputy City Manager will present on that particular Item.

**CHAIRPERSON DAVIS:** Quick question. Before we go there, is everyone comfortable with Item 7, 8 and 9 being moved off of Consent?

**COUNCILPERSON HUBBARD:** Yes.

**CHAIRPERSON DAVIS:** Alright. Thank you. So, we have a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** A motion, for what?

**CHAIRPERSON DAVIS:** To approve the Agenda...

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

**CHAIRPERSON DAVIS:** ...with the restructuring as Mr. Evans has re'..., asked of the Board.

**COUNCILPERSON HUBBARD:** So moved.

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

**CHAIRPERSON DAVIS:** Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

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

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

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Okay. Mhmm.

[Inaudible dais comment]

**DISCLOSURES BY COUNCIL**

**CHAIRPERSON DAVIS:** Alright. Do we have any disclosures by the Council? [Pause]. Any disclosures?

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

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

**COUNCILPERSON PARDO:** So, over the past year or so, two years, I've had discussions with the representative from Singer Island Gateway Project.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON PARDO:** And, hold on, let me just look what else. And that is it.

**CHAIRPERSON DAVIS:** I've had discussions, myself, with the representative from Singer Island Gateway Project.

**COUNCILPERSON DAVIS JOHNSON:** I spoke with Mr. Lawlor of the Singer Island Gateway Project.

**CHAIR PRO TEM MILLER-ANDERSON:** I have not spoken to Mr. Lawlor since the last time I disclosed that.

**COUNCILPERSON HUBBARD:** I have spoken with Mr. Lawlor. I don't know if it was before the last disclosure but I have spoken with him about this parto'.., project at one time or another.

**COUNCILPERSON DAVIS JOHNSON:** I also want to indicate that I spoke with Mr. Atkins, how'.., however brief it was, I did speak with him regarding his concerns.

**CHAIRPERSON DAVIS:** Okay. Alright.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** We have none?

**COMMENTS FROM THE PUBLIC ON CONSENT AGENDA**

**CITY CLERK ANTHONY:** Mr. Chair, we have no public comment cards for the Consent Agenda.

**UNK. AUDIENCE:** Yes, we do.

**CHAIRPERSON DAVIS:** [Inaudible]. We're checking. [Pause]. Alright. We...

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

**CHAIRPERSON DAVIS:** Excuse me. We're not gonna talk back and forth. If there's an Item..., is there a card before we... Is there another card floating around?

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

**CHAIRPERSON DAVIS:** Okay. So, that's it.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** So, there's no other for Consent.

**UNK.:** [Inaudible].

**CITY CLERK ANTHONY:** I have nothing, Mr...

**MAYOR MASTERS:** I passed a card...

**CHAIRPERSON DAVIS:** If we see one that pop up later, just happen to be floating around, we'll just make sure... But it's not up here at this time.

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

**CHAIRPERSON DAVIS:** It's not up here at this time.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Thank you.

[Inaudible audience comment]

### **CONSENT APPROVAL**

**CHAIRPERSON DAVIS:** At this time, can I have a motion to approve consent?

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON PARDO:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk.

**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:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Thank you so much. We're gonna go down to Item No. 2.

## **2. ITEM NO. 2**

[Inaudible dais comments]

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

[Inaudible dais comments]

**CITY CLERK ANTHONY:** Petitions and communications?

### **PETITIONS AND COMMUNICATIONS**

**CHAIRPERSON DAVIS:** Petitions and communications.

**CITY CLERK ANTHONY:** Mr. Chair, I, I do not have any petitions and communications for filing, however, I want to advise the Board that, as of to date, I have not received any applications for the Charter Review Advisory Committee. However, you do not have to go with that route. Your Code of Ordinances in Chapter 5, does provide that you all can go through the process yourself through a workshop forum. So that.., I just wanted to let you all know that because the date for the deadline for.., accept the application is fast approaching.

**COUNCILPERSON DAVIS JOHNSON:** What is that date?

**COUNCILPERSON PARDO:** What is...

**CITY CLERK ANTHONY:** The date that was advertised for accepting application is April 18<sup>th</sup>. And, as you are aware that I.., when I put my email out to you all that I would send you all the applications as I receive them on Fridays but the City Clerk's office has

not received any applications as of yet. And that advertisement was first done in February.., February 14<sup>th</sup> to be exact.

**CHAIRPERSON DAVIS:** Thank you.

**COUNCILPERSON PARDO:** Thank you.

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

**CITY MANAGER EVANS:** Mr. Chair, if I may?

**CHAIRPERSON DAVIS:** Sir.

**CITY MANAGER EVANS:** With respect to the Charter Review, if it is the pleasure of the Council, one of the things I would like for Staff to be able to do is to have the opportunity to comb through the Charter and see what language we would like to proffer as it relates to some changes and modifications in the Charter that has, that have to do with regular business operations. There are some things that are outdated and adversely impact departments because of the language. So, in a public forum, in the event that the Council would like to take the lead with respect to reviewing the Charter, if departments can go through their respective sections and offer redline and strike through language so the Council can see some of the changes that we're offering, that is something that I would encourage for the Council to consider.

**CHAIRPERSON DAVIS:** Okay. [Pause]. That's all?

**CITY CLERK ANTHONY:** That is it.

### **AWARDS AND PRESENTATIONS**

**CHAIRPERSON DAVIS:** Any awards and presentations?

**CITY CLERK ANTHONY:** None.

### **PUBLIC HEARINGS**

**CHAIRPERSON DAVIS:** Public hearings.

**CITY CLERK ANTHONY:** None.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

**CHAIRPERSON DAVIS:** Yes...

**COUNCILPERSON DAVIS JOHNSON:** I'm sorry. Before we...

**CHAIRPERSON DAVIS:** ...Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** ...we get to far away from the City Manager's suggestion, in the interim, with Staff looking at their respective slots, we will still look to secure members for the Charter Review?

**CITY MANAGER EVANS:** Yes, ma'am.

**COUNCILPERSON PARDO:** Yeah, we have until the 18<sup>th</sup>.

**CHAIRPERSON DAVIS:** What was the number of members? Was it.., was it just one member from each representative? Is that how we we're gonna do it?

**COUNCILPERSON HUBBARD:** Shouldn't they come to the office and pick up an application...

**CITY CLERK ANTHONY:** [Stammer]...

**COUNCILPERSON HUBBARD:** ...Madam Clerk?

**CITY CLERK ANTHONY:** Yes. They, they can come to the office. They can also fill it out online and print it and bring it in to the City Clerk's office. The word has been out there. I know, Ms. Hubbard, you su'.. suggested someone. That individual has not contacted my office. We've advertised it. It's continuously advertised on 18, on our electronic board, on the City Clerk's office we'.., Facebook Page. And so, it, it's been out there. It's, it's still out there.

**CHAIRPERSON DAVIS:** Okay.

**CITY CLERK ANTHONY:** So, you know, they can come in and get an application or they can pri'.., go online and print it. And, as you all are aware, the City Clerk's office has a kiosk that's available at our front counter. So, even if they wanna come to the City Clerk's office and just do it online there, they can do that also.

**MAYOR MASTERS:** Mr.., Mr. Chair. Question for the Clerk. They.., do they have.., they should be, if they don't have to be but I'm thinking they do, a registered voter in Riviera Beach?

**CITY CLERK ANTHONY:** Yes, sir.

**MAYOR MASTERS:** Okay. Thank you.

**CHAIRPERSON DAVIS:** Davis Johnson, [inaudible] on that?

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**CHAIRPERSON DAVIS:** Okay. Alright.

#### **ORDINANCES ON SECOND READING**

**CHAIRPERSON DAVIS:** So, we're gonna go down to Ordinance on second reading.



**CITY CLERK ANTHONY:** ORDINANCE NO. 4093. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AMENDING THE CITY'S FUTURE LAND USE MAP FROM HIGH DENSITY MULTI-FAMILY TO DOWNTOWN MIXED USE FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE, TOTALING .63 ACRES OF LAND TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY AND PROVIDE AN EFFECTIVE DATE.

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Properly moved and second. Hello, sir.

**PRINCIPAL PLANNER SPRADLEY:** Good evening, ladies and gentlemen. Deandre Spradley, Principal Planner. Maybe I have to let Walter know that the screen is blue. But, basically, this is a second read for the future land use. [Pause].

[Inaudible discussion]

**PRINCIPAL PLANNER SPRADLEY:** This is the second reading for a future land use amendment.

[Inaudible dais comment]

**PRINCIPAL PLANNER SPRADLEY:** The applicant is proposing to develop 1.86 acres of vacant land located at 2525 Lake Drive and 2429 Lake Drive, on Lot 474 and Lot 528. Currently, there's a high density, multi-family MF20 future land use and the applicant is proposing to do downtown mixed use on both proposed lots. The proposed future land use amendment is consistent with, and compatible to, the adjacent uses. It is also consistent with, and compatible to, the City's Comprehensive Plan and Land Development Regulations. There were no objections from departmental Staff and, at this time, Staff is requesting for the City Council to consider reviewing the information presented by the application.., by the applicant for the proposed future land use map amendments, as presented.

**CHAIRPERSON DAVIS:** Thank you, sir. Do we have any questions by the Council?

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

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

**COUNCILPERSON HUBBARD:** Mr. Spradley, there are, I guess, three different Items pertaining to this particular property on the Agenda...

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** ...that's 7, 8, 9 and 30?

**PRINCIPAL PLANNER SPRADLEY:** It'll be 7, 8, 9 [pause].

**COUNCILPERSON PARDO:** 31, 32.

**CITY MANAGER EVANS:** 31 [inaudible]...

**PRINCIPAL PLANNER SPRADLEY:** 31 and 32.

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

**COUNCILPERSON HUBBARD:** Okay. Um...

**PRINCIPAL PLANNER SPRADLEY:** And, we will have a more detailed presentation on No. 9. That will be the point where we will, basically, do a overview of the entire project itself.

**COUNCILPERSON HUBBARD:** Okay. And this [pause], this one is No. 30.

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** The Ordinance on...

**PRINCIPAL PLANNER SPRADLEY:** That is correct.

**COUNCILPERSON HUBBARD:** ...second reading?

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am. That is correct.

**COUNCILPERSON HUBBARD:** Okay. And the Ordinance on second reading, basically, ties into which one of the Regular Agenda Items?

**PRINCIPAL PLANNER SPRADLEY:** It...

**COUNCILPERSON HUBBARD:** Because it also [inaudible]...

**PRINCIPAL PLANNER SPRADLEY:** ...it ties into all of them. In particular, the Site Plan.

**COUNCILPERSON HUBBARD:** Okay. So, in a., this is the second reading for the [pause] special exception?

**PRINCIPAL PLANNER SPRADLEY:** No, ma'am. This is the second reading for the future land use map amendment. Like, this particular applicant, they're doing a future land use map amendment, a zoning map amendment. They're doing a plat., basically, doing a replat of the property and then a Site Plan and special exception approval.

**COUNCILPERSON HUBBARD:** Okay. The, [pause], No. 30 changes from what.., from what to what?

**PRINCIPAL PLANNER SPRADLEY:** It changes from high density multi-family MF20 to downtown mixed use.

**COUNCILPERSON HUBBARD:** So, right now, we're able to do how many units and we'll be able to do more with, with what you're...

**UNK.:** Microphone.

**COUNCILPERSON HUBBARD:** ...asking us to consider? That you're asking us to consider?

**PRINCIPAL PLANNER SPRADLEY:** Currently, they, they can develop up to 20 units to the acre.

**COUNCILPERSON HUBBARD:** Okay.

**PRINCIPAL PLANNER SPRADLEY:** However, with the downtown mixed use, it does not use densities per acre, it...

**COUNCILPERSON HUBBARD:** Mhmm.

**PRINCIPAL PLANNER SPRADLEY:** ...basically uses floor area ratio. And, how we calculate floor area ratio is, we take the number of the floor area ratio times the square footage of the lot and that will give us the maximum building square footage that is allowed there on site.

**COUNCILPERSON HUBBARD:** Okay. I guess I'm trying to keep them in order, Mr. Spradley, because with the five different things and approving one, trying to see how it tie'.., how it ties to the other four and if we approve one, then that mean' that we, ultimately, approve the other ones. So, this is what I'm just trying to make sure that we don't.., that, I understand the.., that the horse is still ahead of the cart.

**PRINCIPAL PLANNER SPRADLEY:** Okay. Right now, currently, once we, you know, once the City Council decides on this particular matter, as well as the next one, right now, all we're doing is changing the map, the physical map itself. We're not saying that we're approving the site plan application or special exception application, this is only for the maps.

**COUNCILPERSON HUBBARD:** I gottcha. Thank you, sir. Appreciate your patience and explanation.

**PRINCIPAL PLANNER SPRADLEY:** No problem.

**CHAIRPERSON DAVIS:** Any questions of other Commission' before we go to public comment?

[Inaudible dais comments]

**CHAIRPERSON DAVIS:** Here none. Public comment for this Item. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman, 5101 North Ocean Drive and some other properties on North Ocean Drive.

Like Ms. Hubbard, I have my concerns, big time [pause] because downtown mixed us, the last I noticed, downtown wasn't on Singer Island. Okay? What, what's happening in..., Singer Island is a residential area with the exception of the Ocean Mall, and some of the little properties around there but the rest of the Island is mainly single-family residential west and then you have some high rise residential to the east. But that high rise residential is zoned 20 units per acre. That's what the going rate is on Singer Island, 20 units per acre. So, by going to this downtown mixed use, which it should be for the downtown core of the City along Broadway. What you're doing is you're taking density that normally would be 20 units times 1.86 and now you're allowing somebody to put a 135 units on a 1.86 acre property. They're getting away from what the Comprehensive Code has always been for Singer Island to try to maximum the density on this property. You know, the whole idea..., you know, once you set that precedent, then where are we gonna stop the downtown mixed use area? Are we gonna go all the way to the Lagoon? Why not?

You know, I think you need to, to look at what downtown mixed use means. Where, where is that supposed to go? Where..., you know, Singer Island is not economically disadvantaged. There's plenty of new development going on there. You got Harbor Point, you got Vista Blue, you got Amrit. You got a string of wonderful condos over there. Why does this building have to be out of sorts, coming right over the end of the bridge? Where is..., you know, in some cities, they would make you actually produce a 3D model. They would say, 'Let's see a 3D model compared to the buildings around there. Here, you're gonna see some nice rendering but you don't get a purpose, a scale of what's going on there. I'm saying, no, that that Comp Plan was adopted years ago, it's suited Singer Island well, it's not in a, uh, it, it's not like it..., Singer Island's falling apart like some of the areas along Broadway and I think the density should remain the same.

I have big issue with that. I think Dawn Pardo has lobbied a lot of the Staff to make their recommendations but I think that when you're going from 40 units to 135 units, maybe there's some middle ground there at 60 and 70. But to put that dense a project down there..., also, it impacts City services. You have more sewage, more water, you have more traffic, you have a whole lots of other things going through a small lot, 1.86 acres. Where I am, you know, in..., where, where I have other places, they go one house per acre. You're talking about putting 135 families on 1.86 acres. Even though they're going vertically, I have a problem with it that it's too dense a project for that lot over the bridge.

**COUNCILPERSON HUBBARD:** Mr. Chair?

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

**MS. B. LARSON:** No.

**MAYOR MASTERS:** He didn't hear you.

**COUNCILPERSON HUBBARD:** [Chuckle]. Mr. Chair?

**UNK:** [Inaudible].

**CHAIRPERSON DAVIS:** Excuse me.

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

**CHAIRPERSON DAVIS:** There's, there's no...

**MS. B. LARSON:** Okay. I wrote on there, Regular Agenda because it didn't say Consent at the top of the page. It said Consent at the bottom and...

**UNK.:** Oh my God.

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

**CITY CLERK ANTHONY:** Mr. Chair, I do not have any cards with Ms. Larson's name...

**CHAIRPERSON DAVIS:** Name on...

**CITY CLERK ANTHONY:** ...on it.

**CHAIRPERSON DAVIS:** ...it at all.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, can we just [inaudible]...

**CHAIRPERSON DAVIS:** No. She keep...

**CHAIR PRO TEM MILLER-ANDERSON:** ...let her come up and fill one out?

**CHAIRPERSON DAVIS:** She do this all the time.

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

**MR. L. BROWN:** I know you say no [inaudible]...

**MS. B. LARSON:** Where are my car'.., I put in six or seven cards. Where...

**CHAIRPERSON DAVIS:** Did you...

**MS. B. LARSON:** ...are they?

**CHAIRPERSON DAVIS:** Did you hand it to an individual?

**MS. B. LARSON:** Right here.

**CHAIRPERSON DAVIS:** No. Did you hand it to someone?

**MS. B. LARSON:** This young lady right here, which is what I'm supposed to do.

[Inaudible background comments]

**MS. B. LARSON:** Where are my cards?

**CHAIRPERSON DAVIS:** Please.

**MS. B. LARSON:** You don't have any cards for me?

**CITY CLERK ANTHONY:** No, ma'am.

**CHAIRPERSON DAVIS:** Larson, we're sitting here looking...

**MS. B. LARSON:** Isn't that a...

**CHAIRPERSON DAVIS:** ...at the cards.

**MS. B. LARSON:** ...little unusual?

**CITY MANAGER EVANS:** Yeah.

[Inaudible comments]

**CHAIRPERSON DAVIS:** Ms. Larson, Ms. Larson, please fill out a card and we'll let you speak on this Item. Okay?

**MS. B. LARSON:** Excuse me?

**CHAIRPERSON DAVIS:** Please fill out a card for the record and we'll let you..., we'll allow you to speak...

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

**CHAIRPERSON DAVIS:** ...on this Item.

**MS. B. LARSON:** ...another one?

**MAYOR MASTERS:** [Inaudible]...

**CHAIRPERSON DAVIS:** Fill out another card. Go ahead and speak on the Item and then submit a card so we have it for the record.

**CITY MANAGER EVANS:** Mr. Chair, just as a point of...

**UNK:** No.

**CITY MANAGER EVANS:** ...clarification, I...

**CHAIRPERSON DAVIS:** Yes, sir.

**UNK:** No.

**CITY MANAGER EVANS:** I do wanna make sure that the Item that has been pulled from Ordinance for first reading is the group home moratorium. I don't know if I referenced the appropriate Item number 'cause some of us are working off of different Agenda numbers. So, I just...

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** ...wanna make sure that it's stated for the record.

**CHAIRPERSON DAVIS:** Thank you, sir. Alright, Ms. Larson.

**MS. B. LARSON:** Bonnie Larson. First off, please ask this young lady here, in front of you, me, God and everybody where are my cards? I put them in and everyone in this room can tell you that my cards always get lost. I always speak on important matters and isn't it a little unusual my cards are gone again? I handed her a whole bunch. Ask her right now where are my cards. Thank you. Unbelievable. Everybody in this room and on TV can tell you that. I'm also concerned, like Mr. Lozman was, about where we're going with this thing. All of a sudden, they wanna change the land use map, they wanna change the City zoning map, they wanna change everything. There's such a thing called spot zoning and I asked Community Development about that one time and they said, 'No, no, no. That's not it.' Yeah, it is. This is downtown core, they wanna change it to downtown core and as Mr. Lozman said, it's not downtown. Their interest is in financial. They don't wanna put 20 units per acre, they want those multi., as many of those multi-million dollar units as possible and they want us to change all our stuff and all our zoning., they just said it was consistent with everything surrounding there 'cause there's a vacant property next to it. It's not consistent with anything.

When we had Treasure Coast, there's a representative here from Treasure Coast tonight. They said when you put up something, it has to be consistent with the surrounding properties. Down the street from this eight-story building, are single family homes. How is a one-story house consistent with an eight-story building? It's not. They're just saying, 'Oh, it's 'cause the property's vacant so we're consistent.' No, you're not consistent at all. We haven't done a traffic study, we haven't done anything. Nothing. Because they don't wanna do that. It's spot zoning at its best. Excuse me, I'm a little upset. They don't wanna do the 20 acres, why? Because we're gonna sell a whole lot more of these multi-million dollar units.

And why is this spread out over four different sections of the Agenda? I didn't read this as being on, uh, Consent because Consent, like I said, is at the bot'., I've noticed they're doing this nowadays, they're putting Consent at the bottom of the page

so you don't realize that those next Items are Consent. They put these things on here, they're not Consent. Consent Items are normal, everyday things that you vote on. This is not normal at all and I'll have more to say about because where are my cards? I'm gonna fill out a whole bunch of more cards again and I wanna know where my cards are. Please ask her what happened to them. I handed her a whole stack of 'em.

**CHAIRPERSON DAVIS:** [Inaudible].

**MS. B. LARSON:** Where are they?

This is not consistent, they're asking us to do spot zoning...

**MAYOR MASTERS:** Point of order. Mr....

**MS. B. LARSON:** What?

**MAYOR MASTERS:** ...Chair. Point of order. You..., Ms. Larson, let me just say this. This, this is one of the most fair, ethical person...

**MS. B. LARSON:** Ask her who...

**MAYOR MASTERS:** ...persons...

**MS. B. LARSON:** ...she gave 'em...

**MAYOR MASTERS:** ...that we have.

**MS. B. LARSON:** Ask her who...

**MAYOR MASTERS:** She has no...

**MS. B. LARSON:** ...gave them to.

**MAYOR MASTERS:** She would not have any reason...

**MS. B. LARSON:** I know...

**MAYOR MASTERS:** ...to do something...

**MS. B. LARSON:** ...she wouldn't.

**MAYOR MASTERS:** ...with, with your card. She did not...

**MS. B. LARSON:** Where are...

**MAYOR MASTERS:** ...do that.

**MS. B. LARSON:** ...they?



**MAYOR MASTERS:** Please don't make that accusation...

**MS. B. LARSON:** All I know...

**MAYOR MASTERS:** ...of her.

**MS. B. LARSON:** ...is you tell me to hand...

**MAYOR MASTERS:** Point of order.

**MS. B. LARSON:** ...them to her.

**MAYOR MASTERS:** Thank you, Madam'...

**MS. B. LARSON:** Ask her, please, who she gave them to then. Who did you give them to?

**CHAIRPERSON DAVIS:** Ms. Larson, let's speak on the Item. We'll make sure we...

**MS. B. LARSON:** I'm speaking on the Item.

**CHAIRPERSON DAVIS:** We'll make sure...

**MS. B. LARSON:** They're asking...

**CHAIRPERSON DAVIS:** ...that we call the cards.

**MS. B. LARSON:** ...us to change all kinds of things within our City so they can sell some multi-million dollar condos.

**MAYOR MASTERS:** Your cards are not there, Ms. Larson. We don't know. They're not there.

**MS. B. LARSON:** I know. That's what they always say.

**MAYOR MASTERS:** But...

**MS. B. LARSON:** You know, I started.., next time, I'm gonna want a...

[Beep]

**MS. B. LARSON:** ...written receipt for all my cards then.

[Audience chuckles]

**MS. B. LARSON:** I started taking pictures of 'em last time. I'm gonna start doing that again.

**CHAIRPERSON DAVIS:** Thank you, Ms. Larson.

**MS. B. LARSON:** I'm tired of you losing my cards. This is a very important item and it is not at all consistent...

**CHAIRPERSON DAVIS:** Okay.

**MS. B. LARSON:** ...with what's going on...

**CHAIRPERSON DAVIS:** Coun'...

**MS. B. LARSON:** ...over there.

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

**MAYOR MASTERS:** [Inaudible].

**MS. B. LARSON:** Thank you.

**CHAIRPERSON DAVIS:** Were you next?

**COUNCILPERSON HUBBARD:** Yes. What I wanted.., the [pause], the number of units and the acreage that Mr. Lozman referred to, I wanted Mr. Spradley to come and break that down and explain to us why, why, why that is or is not, um, the case.

**PRINCIPAL PLANNER SPRADLEY:** I'm going to open up the zoning...

**UNK:** [Inaudible].

**PRINCIPAL PLANNER SPRADLEY:** ...presentation because, at the very end, I anticipated [pause]. I anticipated the City, City Council asking this particular question. And, what I did, is I kind of broke it down based on the lot. At 2525, if you see the first column there, it is 1.23 acres and the existing zoning for that is downtown core, which allows that 2.0 FAR. And using the FAR, basically, they can do up to a 107,000 sq. ft. on site. And then the proposed zoning is downtown core. Again at 107,000, potentially 107 units and that's just based on my calculation of possibly at 1,000 sq. ft. units.., I mean, they have the right to go, I think, as small as 600 sq. ft. And, if you look at the 2429 Lake Drive, Lot 474, it's only .23 of a acre and the zoning is multi-family, hotel district RMH15. Basically, they can do up to 15 dwelling units to the acre and, based on my calculation, they will be able to do three units, based on that particular zoning. But again, they are requesting a downtown general FAR and I came up with 20,000 sq. ft. that they can do on that particular portion which brings them to po'..., potentially of 20 units. There would only be a difference of possibly 17. And then, the 2429 Lake Drive, Lot 528, that one is at .40 and it does have the zoning RMH15. Again, they can do up to 15 dwelling units to the acre. Currently, just.., right now, without any zoning changes or anything like that, they can do six units on that particular lot. With the proposed zoning, they'll be able to do up to 34,848 sq. ft. Basically, that comes out to about 34 units, with additional 28 units.

[Inaudible dais comment]

**PRINCIPAL PLANNER SPRADLEY:** Overall, the site is 1.86 acres...

[Inaudible dais comment]

**PRINCIPAL PLANNER SPRADLEY:** ...and they do.., currently, they can do up to probably 116 units on site. However, with the, the zoning change to 2.0, um, they can possibly do up to 161, possibly 162 units which will be a difference of 45 units.

**CITY MANAGER EVANS:** Mr. Chair, if I may just ask a question of Staff?

**CHAIRPERSON DAVIS:** Yes, sir.

**CITY MANAGER EVANS:** Now, does this account for the common space and the green space or, or what have you?

**PRINCIPAL PLANNER SPRADLEY:** This does not and this does not account for parking requirements or anything like that. This is just what they can do, flat out the box, right now.

**CITY MANAGER EVANS:** So, conceivably, those numbers can be lower?

**PRINCIPAL PLANNER SPRADLEY:** They can be much lower.

**CITY MANAGER EVANS:** Because we do.., in, in the Plan, it contemplates public gathering spaces, park, etc.

**PRINCIPAL PLANNER SPRADLEY:** Yes, sir. That is correct.

**COUNCILPERSON HUBBARD:** But if... So...

**CITY CLERK ANTHONY:** Use your mic, please.

**COUNCILPERSON HUBBARD:** So again, these units are, are.., these are ju'.., this, this is not in the common area space. This is just the livable units?

**PRINCIPAL PLANNER SPRADLEY:** This is, this is just.., if, they were to develop the property as is, without any parking, uh, without any landscape buffers or anything like that.

**CITY MANAGER EVANS:** So, basically, if they were to go corner to corner and erect a building, that that is what they can construct. However, we do have provisions in our LDR's and other documents that make sure that we have those common spaces, parking, etc. so that number is, in essence, a.., not a, a 100% accurate number as to how many units will be in those two buildings, once constructed?

**PRINCIPAL PLANNER SPRADLEY:** Yes, sir. That is correct.

**COUNCILPERSON HUBBARD:** Okay. So, basically, with, with the merging of the two lots and the property and changing the map, they will be able to build 45 more units than they would have been, without the exception? Approximately?

**COUNCILPERSON DAVIS JOHNSON:** Potentially.

**COUNCILPERSON HUBBARD:** Potentially.

**PRINCIPAL PLANNER SPRADLEY:** It.., potentially. I mean, but that number, you know, again, they can do 600 sq. ft. houses.., or units, I should say. And that number will even go e'.., up even more and then it depends on if they're doing a two bedroom, three bedroom.

[Inaudible dais comment]

**CITY MANAGER EVANS:** Or they can do 1,600 sq. ft.?

**PRINCIPAL PLANNER SPRADLEY:** Correct.

**CITY MANAGER EVANS:** Units? So...

**PRINCIPAL PLANNER SPRADLEY:** Correct.

**CITY MANAGER EVANS:** ...that number can go down.

**PRINCIPAL PLANNER SPRADLEY:** Correct.

**CITY MANAGER EVANS:** So, it's, it's a business decision that the applicant will make.

**UNK.:** [Inaudible].

**UNK.:** Okay.

**COUNCILPERSON HUBBARD:** Okay. All things considered, I... Okay. Thank you. Mr. Spradley, one other thing. The.., this, there's, um, evidently, an increase in density. What have been some of the comments from the public meetings that you've had?

**PRINCIPAL PLANNER SPRADLEY:** I would say, out of the two public meetings that we did have, some of the comments were, [pause], I believe, Ms. Larson, she was one of the one's that made the comment that the building's setback. They meet, they're meeting all the, the code requirements. There was another one, there was a concern about the underground parking but I would say a large majority of the people, they were in support of this particular project.

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

**PRINCIPAL PLANNER SPRADLEY:** No problem.

[Pause]

**CHAIRPERSON DAVIS:** That's all, Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes, sir.

**CHAIRPERSON DAVIS:** Anyone else? Madam Clerk, roll call.

**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:** Thank you.

**CITY CLERK ANTHONY:** What? Go ahead?

**CHAIRPERSON DAVIS:** Mhmm.

**CITY CLERK ANTHONY:** Okay. **ORDINANCE NO. 4094. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY'S ZONING MAP FROM MULTI-FAMILY/HOTEL DISTRICT TO DOWNTOWN CORE AND DOWNTOWN GENERAL FOR A PROPERTY LOCATED AT 2429 LAKE DRIVE TO FACILITATE THE DEVELOPMENT OF AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS REFERRED TO AS SINGER ISLAND GATEWAY AND PROVIDING AN EFFECTIVE DATE.**

**COUNCILPERSON PARDO:** So moved.

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

**UNK.:** [Sigh].

**CHAIRPERSON DAVIS:** We have a motion, do we have a second?

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Thank you. Mr. Spradley.

**PRINCIPAL PLANNER SPRADLEY:** Okay. Again, this is the second reading for the zoning amendment. At the 2429 Lake Drive, Lot 474 and Lot 528...

[Inaudible dais comment]

**PRINCIPAL PLANNER SPRADLEY:** ...there's a multi-family/hotel RMH15 zoning. On the Lot 474, at 2429 Lake drive, there's downtown general and that's what the applicant is proposing for that particular portion of the Lot. For Lot 528, the applicant's proposing downtown core. The proposed zoning amendment is consistent with and compatible to the adjacent uses. As well as the City's Comprehensive Plan and Land Development Regulations. There were no objections from departmental Staff and, at this time, Staff is requesting the City Council to consider the information presented by the applicant, for the proposed zoning map amendment.

**CHAIRPERSON DAVIS:** Mhmm. Do we have any questions by the Board before we go to public comment?

**MAYOR MASTERS:** I don't.

**CHAIRPERSON DAVIS:** Public comment, Ms. Bonnie Larson.

[Inaudible audience comment]

**MAYOR MASTERS:** Alright. Take it easy. [Chuckle].

**CHAIRPERSON DAVIS:** [Inaudible].

**MS. B. LARSON:** First of all, I apologize to Mr. Evans. You don't normally see me this upset. In fact, I don't think I've ever been upset here but I'm really tired of this. Really tired of this. We come here trying to make comments that'll help the City and Mr. Lawlor, when he came... I don't even know which Item to put this under because it's all [stammer], they want us to change all our zoning maps, they want us to change everything that we have. You're setting precedent, we're gonna have to do this for every other company that comes in here too. Downtown core, like he said, how'd that get on Singer Island? So, a company comes in here, wants to do it, Mr. Lawlor has not divulged that he is a member of that LLC, has he? No. There are other items I'll bring up when, when 7 and 8 come up. We are doing 7 and 8, right? Again? The Consent?

**UNK.:** [Inaudible].

**MS. B. LARSON:** Yes. Okay. I will, I will speak about those then.

Again, it says it's compatible with adjacent properties. No, it's not because the property right next to it is vacant and how would you like to be that single-family home over there?

[Inaudible dais comment]

**MS. B. LARSON:** They proposed all these things that, 'Oh, this is good for Riviera Beach because we've changed this massive [pause] two [pause] massive building into two buildings so that you come in across the bridge,' everything's for our benefit, you know, 'so that you come in across the bridge, can have an ocean view.' Well, we'd have to have a periscope for doing that, to get around the building and then through their corridor there. Also, why would they split into two? That's for their benefit because they can have more condos with ocean views. So, don't come here and tell us this is for our benefit. You're doing it so you can charge more for those units which are now also ocean view. So, I really, really don't like when developers come in here and, and, and, and think we're dumb people, we don't realize what's going on.

**UNK.:** That's not true.

**MS. B. LARSON:** But, I asked for a public records request, I asked for copies of the fire and the police recommendations or non-recommendations for this property. Haven't gotten it yet. Haven't gotten it yet. That's been a couple weeks now. I went there and.., finally, one day I came and they gave me something, an unsigned copy. No. I don't want a print out, I want a copy from the Police Department and from the Fire Department saying this is a good project. We deserve that, I didn't get it. Isn't that strange that I don't get it, I get an unsigned copy. Not acceptable. We haven't done a traffic study. We don't wanna do traffic studies over there. Why? There's only two ways off that Island, Blue Heron Bridge and at, and at the north end. We don't wanna do a traffic study though. Imagine a hurricane coming. We have a five-story building now, it should never have been left there. That's a code department failure to ta'.., to get rid of that five-story building that was existing there, it looked like a derelict for, for years and years. So yes, this would look better but it's also three stories higher. And of course, they wanna change all our maps and all our plans so they can sell more condos. Is that what we want? We're willing to give that up?

You're gonna do whatever you're gonna do but why didn't I get a copy of that fire and police report? Did you get one? No. Why no traffic study? No answer.

Okay, thank you.

[Beep]

**CHAIRPERSON DAVIS:** Fane Lozman. Mr. Fane Lo'...

**MAYOR MASTERS:** Chair, while she's.., while he's coming, just for the record, I did deliver 10 cards, new cards to the Chair, for Ms., Ms. Larson.

**MS. B. LARSON:** Thank you.

**MAYOR MASTERS:** Thank you.

**MR. F. LOZMAN:** Fane Lozman. You are only as good in making your decisions as the integrity of the information presented to you. Okay? Before you make your decision tonight, I think you should go back to the written minutes of the KT 5000 approval. That's at 5000 North Ocean Drive. At that meeting, Ms. KaShamba Miller voted against that site plan but yet, you're Planning & Zoning Board, this is very important, new City Manager, to write this down. The Ordinance, the Code of Ordinance 23.86(b), 23-86(b) says you have to have unanimous vote to fill in the wetlands. Ms. Miller-Anderson voted no, yet your Planning & Zoning people, they didn't say anything, didn't speak up, the City Attorney didn't say anything at the time. So, they went ahead and let that project go forward even though it wasn't a unanimous vote, they went and got a DEP permit, they have a pending Army Corp permit but that project never should've been approved because it wasn't a unanimous vote to fill in those wetlands on a special exception. That's a very big deal. As a matter of law...

**UNK.:** [Inaudible].

**MR. F. LOZMAN:** ...Ms. Anderson was just respecting the Code of Ordinance that was broken and that should bother everybody up there. At a break, go look up 23-86(b) and pull the minutes from that meeting, I think you'd be pretty disgusted. But what is the significance of that? When you have that kind of integrity failure of your Staff, that they wouldn't point out to you it has to be a unanimous vote to fill in the wetlands, how can you believe anything they're saying to you tonight? I would demand an ethics investigation on what went on here, that we're filling in wetlands without a unanimous vote and now these same people are coming back here and saying, 'Oh well, this is what to believe.'? It just, it just really bothers me when Staff comes up here and makes representations and you take it for face value but I have them dead to right. Somebody should lose their job over the KT 5000 wetland filling in. You should all look into that. I think you're gonna be disgusted and somebody's head is gonna roll when you, when you review the Ordinance for the wetlands and you [stammer] review the minutes 'cause..., because you, you disenfranchised Ms. Anderson to vote.

But anyway, let's get back to this project. If you look at the map, that they propose, on both sides there's a little brown area. You have the bridge and then you have their new..., the new zoning they wanna have there and on either side of that project it says, 'High density, multi-family.' Okay? That's what that should be. The best it should be is RM20. That's it. Nobody held a gun to this guy's head and said buy that property and we're gonna change the zoning for you. He bought that property knowing what the zoning is. When you come into the Island, you do you wanna have too much higher buildings in a tunnel and then you come down RM20? Why is RM20 not good enough? That's what bothers me. Why are we taking something that was for downtown core and putting it over there? No one's really given that answer. The last I thought, Singer Island was a down' core. Singer Island, all through that Island, is RM20.



[Beep]

**MR. F. LOZMAN:** What is wrong with that? I don't understand why that didn't go from the 15 to RM20, I don't understand it. No one's told me that answer.

**CHAIRPERSON DAVIS:** Thank you. Now, that's the end of public comment cards that we see at the time. Next, let's go back to the Council. Did anyone else have any questions for the S'.., for Staff? [Pause]. Mr. Evans, you have anything?

**COUNCILPERSON HUBBARD:** Mr. Chair? The height, the height of these buildings.., how many floors would they have gone without the, without the zoning change?

**PRINCIPAL PLANNER SPRADLEY:** I believe, um, I have to I'.., I, I don't have the.., that particular section of the code right in front of me. However, I mean, I can look it up really quick if needed.

**COUNCILPERSON HUBBARD:** Okay. [Pause]. I guess what concerns me is the fact that we have not heard anything from the, from the neighbors in that area and, I guess, I guess if they had something to say or would be disgruntled with it, they would've come out to make a, um, they would've come out to make comments. But let me ask you this, and the reason I'm concerned about the height is, when some of the comments that were made about creating a tunnel.., creating a tunnel effect when coming over the bridge and going.., I guess, if you turn to the north on Lake Shore Drive, is it?

**PRINCIPAL PLANNER SPRADLEY:** Mhmm.

**COUNCILPERSON HUBBARD:** The tunnel effect that it would be create'... Is.., and that's why I need.., wanted to know what the, what the height was gonna be as compared to what it would be without the [pause] increase. Is it substantial? Or, I just don't see it anywhere and I could be very well overlooking it but I was hoping that we knew.

**CHAIRPERSON DAVIS:** One thing I will say is...

**UNK.:** Yeah.

**CHAIRPERSON DAVIS:** ...the Mayor from Palm Beach Shores, she has come to our meetings and followed this process very closely and she did state that if she did have a serious concern, she would've notified us but she's.., their munic' Staff has been following as well. So, at this point, we haven't had any, [pause], any objections towards this particular project from Palm Beach Shores.

**COUNCILPERSON PARDO:** [Inaudible].

**COUNCILPERSON HUBBARD:** Okay.

**CHAIRPERSON DAVIS:** Councilperson Pardo.

**COUNCILPERSON HUBBARD:** That is true. I remember...

**COUNCILPERSON PARDO:** Yeah.

**COUNCILPERSON HUBBARD:** ...her coming.

**COUNCILPERSON PARDO:** Hold on. I think Staff may have found it.

**PRINCIPAL PLANNER SPRADLEY:** Okay. It would be a maximum height of 200' or 20 stories. That's existing, currently, right now.

**COUNCILPERSON PARDO:** Correct. And, Mr. Chair?

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

**COUNCILPERSON PARDO:** Okay. So, to give a little history. So, we had several community meetings. Mr. Lawlor had a meeting per an Ordinance that we have, so he fulfilled his ordinance requirement. We probably had 60 people at the first meeting. And then I held an additional meeting. Mr. Lawlor was there, he made the same presentation, we had Staff there and we were able to listen to everyone's concerns. We invited the neighbors, who surrounded Island Road, Beach Road and then we invited..., all of the condos got noticed, in addition to all of the HOA's on the west side of A1A. And, we heard some concerns, like you mentioned, how far between the street and the road will the building be? How high will it be? And that was really it. And we kept hearing the same thing over and over, that the residents were very happy that we finally found someone who is going to do something with the, with that building. You know, for too many years, we come over the bridge and, you know, look at that run down slum that should...

[Inaudible background comment]

**COUNCILPERSON PARDO:** ...have been..., that should have been condemned years ago but, for whatever reason, it wasn't. And so, we finally found someone to go in, buy the rest of the units in there, take control of it and then come up with a plan and a plan that the residents participated in. We had a charrette over on the Island about 18 months ago or so where we spoke about the height. How high, you know, the residents would be..., uh, how high they felt comfortable with the, with that building being. And then, some of the other parcels along East Blue Heron Boulevard. And everyone participated..., we had a couple hundred people there and we had little clickers and we started with 12 stories. Was everyone okay with 12 stories, and they weren't. And for certain units, they wanted anywhere from three stories to eight stories and they were comfortable with eight stories on that parcel that we're talking about now.

So, you know, I., [sigh], I understand where some people are coming from, you know, who made a comment but, you know, it is what it is but you need to remember, the majority of the people are saying yes. They want it. It's time. It is time for us to move forward with this project. And if the people are okay, if we're giving them a great project, they're increasing the tax base, I don't see what the, what the problem is. And

we all know, if there is a project over on the Island that does.., that the people over there don't like, they come into the Chambers and they will tell you. And there is no one here tonight from Singer Island. Well, there is. There's two...

[Inaudible audience comment]

**COUNCILPERSON PARDO:** Right. And right.

**MAYOR MASTERS:** [Chuckle].

**COUNCILPERSON PARDO:** Mr. Miller was at the meetings, uh, for it.

**UNK.:** What'd you say?

**COUNCILPERSON PARDO:** Mr. Nason is here, on a different issue...

**CHAIRPERSON DAVIS:** [Chuckle].

**COUNCILPERSON PARDO:** ...that we'll take up later but he was at the meetings. We have a police officer who was at one of the meetings. So, you know, I feel it's just time to move forward. We vetted it, I think we're giving the community a great project, in addition to 10,000 sq. ft. on the water, you're getting a great water park.

So, that's just a little history on it.

**MAYOR MASTERS:** Mr. Chair?

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

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:** Thank you, Mr. Chair. Too often we, we hear, um, different ones come up and they, they tell us what's.., give us some information and they tell us what's... I, I also was at the, one of the...

**COUNCILPERSON PARDO:** [Inaudible].

**MAYOR MASTERS:** ...meetings so I, I understand Councilwoman Pardo's passion. I was there as well. But, too often, people come in front of us and they tell us that we're making a mistake and they tell us this is wrong and that's wrong and no one says that they're wrong.., or they're right. Now, I've heard, you know, I, I know, it doesn't matter to me whether it's Mr. Lozman or anyone else, but he made some serious, um, brought some points up that I need someone, from the Staff, whoever, to say is he right, is he wrong? And the thing, Mr. Attorney, I need to ask you. He mentioned something about KaShamba Miller-Anderson's vote, voted no and that we have something that says it's supposed to be unanimous. [Stammer], I don't know anything about that. Is.., can [sigh].

**UNK.:** [Inaudible].

**MAYOR MASTERS:** I just wanna know, is, is..., do we know...

**COUNCILPERSON PARDO:** [Inaudible].

**MAYOR MASTERS:** ...is that, is that right? Is it, is it legal? [Stammer] is there anything that it has to be a unanimous? Is there anything that says that, that you are aware because...

**CITY ATTORNEY DEGRAFFENREIDT:** Not, not that I'm aware of. I have to review...

**CHAIR PRO TEM MILLER-ANDERSON:** His microphone.

**MAYOR MASTERS:** Speak in the mic, please.

**CITY ATTORNEY DEGRAFFENREIDT:** Not that I'm aware of. I'd have to review it, sir. What, what date did this...

**MAYOR MASTERS:** I, I...

**CITY ATTORNEY DEGRAFFENREIDT:** ...vote take place?

**MAYOR MASTERS:** I don't know. The first.., I'm just hearing it, tonight. But, you know, we've been in court recently and we keep losing on some things that, that maybe that we wouldn't lose on if we just get a understanding of, of this situation and I just wanted, wanted to know because I don't know. But if he's wrong, why can't somebody just say that, 'He's wrong,' on the...

**CITY ATTORNEY DEGRAFFENREIDT:** I...

**MAYOR MASTERS:** ...points that he rose about the density and, and all these other issues that he raised. Can't somebody say that on the record?

**CHAIRPERSON DAVIS:** Um...

**CITY ATTORNEY DEGRAFFENREIDT:** I'm...

**MAYOR MASTERS:** That's [inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** ...not familiar with it, I would have to research...

**MAYOR MASTERS:** And I'm not...

**CITY ATTORNEY DEGRAFFENREIDT:** ...[inaudible].

**MAYOR MASTERS:** ...either.

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

**MAYOR MASTERS:** Thank you. Thank you, Mr. Chairman.

**COUNCILPERSON PARDO:** Mr. Chair?

[Inaudible comments]

**COUNCILPERSON PARDO:** Just for the record, there's no wetlands on this property.

**UNK.:** Okay.

**COUNCILPERSON PARDO:** Thank you.

**CHAIRPERSON DAVIS:** That's what I was fixin' to say.

**MAYOR MASTERS:** I just wanted you to say it. Somebody...

**COUNCILPERSON HUBBARD:** [Chuckle].

**MAYOR MASTERS:** ...just say it.

**COUNCILPERSON HUBBARD:** Mr. Chair? What I was asking was the difference between.., in the [stammer] here, the 20 stories that Mr. Spradley referred to as opposed to the eight stories that are here. The building is going to max out at eight stories, based on this and I wanted you to explain to me when you made reference to 20 stories, what were you referring to?

**PRINCIPAL PLANNER SPRADLEY:** I was referring to the, um, I believe it's the MF20 zoning that is currently there, on Lots [pause] 474 and 528. Currently, they can go up to.., but, I mean, the lots are so small they wouldn't be able to, in reality, kinda do a project like that but, in reality, they can go up to 20 stories on those particular lots.

**COUNCILPERSON HUBBARD:** But they're proposing eight?

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am. That is...

**COUNCILPERSON HUBBARD:** Okay.

**PRINCIPAL PLANNER SPRADLEY:** ...correct.

**COUNCILPERSON HUBBARD:** And that, that's what, um, what was...

**MAYOR MASTERS:** Speak in the mic, a little bit.

**COUNCILPERSON HUBBARD:** ...here in reference to your statement as opposed to what was here and I was trying to, to ask if our amendment [pause], our zoning amendment would allow to.., them.., were they trying to move from the eight now to the 20. That's what I was asking. But I, um, I understand.., I hope I understand.

You were about to say something. Go ahead.

**PRINCIPAL PLANNER SPRADLEY:** I was, I was going to say, once we present the Site Plan application, we'll be able to show images where a majority of the site currently, right now, is located within the mixed-use zoning district. However, the two portions, uh, the smaller lots, I should say, those are the portions of the lots that they are requesting to do the downtown mixed use.

**COUNCILPERSON HUBBARD:** I gottch ya. Thank you, sir.

**PRINCIPAL PLANNER SPRADLEY:** Mhmm.

**CHAIRPERSON DAVIS:** You good?

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

**CHAIRPERSON DAVIS:** So, Madam Clerk, roll call, please?

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Miller-Anderson? [Pause]. Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** That motion is approved with Pro Tem Miller-Anderson out.

**UNK.:** [Inaudible].

## **7. ITEM NO. 7**

**CITY CLERK ANTHONY:** Mr. Chair, our next Item for discussion is Item No. 7 that was moved from our Consent Agenda.

**CHAIRPERSON DAVIS:** Mhmm.

**CITY CLERK ANTHONY:** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE PLAT ENTITLED, "SINGER ISLAND GATEWAY," TOTALING APPROXIMATELY 1.86

**ACRES, LOCATED AT 2525 LAKE DRIVE AND 2429 LAKE DRIVE, AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO SIGN THE PLAT ENTITLED, SINGER ISLAND GATEWAY,' AND PROVIDE AN EFFECTIVE DATE.**

**COUNCILPERSON PARDO:** So moved.

**CHAIRPERSON DAVIS:** We have, we have a motion. Do we have a second?

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** We have a second. Mr. Spradley.

**COUNCILPERSON HUBBARD:** Second.

**PRINCIPAL PLANNER SPRADLEY:** Okay. This portion of the application is for the applicant to, basically, do a replat of the property and, again, they want to develop 1.86 acres of vacant land at 2525 Lake Drive and 2429 Lake Drive on Lot 474 and 528. The replat is needed in order to facilitate the development. There were no objections from departmental Staff. The plat was reviewed and approved by the City's plat review consultant and, at this time, Staff is asking the City Council to consider the information presented by the applicant for the proposed plat.

**CHAIRPERSON DAVIS:** Thank you.

[Inaudible background comments]

**CHAIRPERSON DAVIS:** Anybody have any questions? Public comment. Let's go to Fane Lozman. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. Contrary to what some of you may think up there, I'm not a total idiot when it comes to land use matters. You say, 'Well, who taught me? How'd I learn what land use even had to do with?' Clear Channel Communications. Clear Channel are the guys that have the billboards up and down the highways. They also have radio stations around the country. Clear Channel came to me in North Bay Village and wanted me to be a plaintiff with them against Lannar, who wanted to build a, a very tall condominium project that was gonna block the Clear Channel radio antenna and Clear Channel's lawyer taught me a whole bunch about land use and, and how things go on and then I've also picked it up, uh, I was involved in some other projects so, I just didn't, you know, just pick up the, the Code of Ordinances book and read about it.

One of the things that I've seen happen in other municipalities, when you want more density, you pay for it. You pay for it. You pay for the..., what do you..., why do you pay for it? Because, if you have more units on there than you had before, you pay for it 'cause maybe you're gonna have to put a bigger sewer pipe in there, maybe you're gonna have to redo the street. There's gonna be more in wear and tear on the

infrastructure now with 135 units than with 40 units. Okay? So, what you do, is you pay the impact of it. I've seen density be given where the impact fee is \$3,000,000. They say, 'You wanna build 25 stories instead of 15, we want \$3,000,000.' We don't \$25,000 grand or whatever they wanna give or some goofy job number, we want real hard money. 'Cause we may have to go put a sewer pipe in there and we can't get a grant. When you get more density, you pay for it. This Board should go to, to some sophisticated cities in Miami Beach and municipalities around there and see what happens when you want more density. It's like pulling.., it's like doing a root canal. The City Councils don't wanna do it but if they end up doing it, they make 'em pay for it. And it's not 25 grand or a guarantee of 30 jobs, it's millions of dollars because it may impact your infrastructure and you don't realize it yet. You know, like they say, 'The straw that breaks the camel's back,' that extra volume of water and sewage from those showers and toilets, that may bust that pipe one day. Why didn't they get more impact for more density?

So the point is, you, you guys are just giving this away and you shouldn't give it away. You know, the.., it, it's, it's not doing anything to Singer Island. All it is doing is just doing a good deal for a developer. You know, like, I remember the Amrit project. Those people came in and Singer Island said, 'Don't build it.' Didn't matter to this Council, they still went ahead and approved two 20-story towers when the original site plan was a 20 and a 12. When they went to two 20's, that's a material change, they should've redone it again. I'm just saying, you're just pushing it through and you expect your Staff to know what they're talking about. Once I prove to you what they did to Ms. Miller, you're gonna have.., a lot of heads are gonna roll and they should. And I'll prove it to...

[Beep]

**MR. F. LOZMAN:** ...to everyone up there what happened with the KT 5000 program, uh, project.

**CHAIRPERSON DAVIS:** Ms. Bonnie Larson.

**MS. B. LARSON:** The writeup for No. 7 says that, 'Authorizing the Mayor, City Clerk and City Engineer to sign the plat.' We don't have a City Engineer so, we have.., don't have a... We used to have a civil engineer but now he's been promoted, we haven't really heard about that, he's been promoted to be the Community Development Director. So, we don't have an engineer anymore. I understand now we hired.., the plat was reviewed by a plat consultant. Who hired that? Did we hire that? What did we pay, who was this or did the developer hire that?

Getting back to that 3D development, we had a, a company come in here and they wanted to do a HUD project and they gave us a 3D presentation for a HUD project. That's certainly what we should have for this. They're gonna be making millions upon millions. And good for them, if they get this through. Where's the 3D project? Remember when the condominium condo went in and everybody, their jaws dropped? We shoulda had a 3D on that too. 'Cause you just, you can't visualize it. And as far as



saying Singer Island people would be here, Singer Island people never come here. No matter what. Why weren't they here when that, that project sat there for years and years? You called it a dump. Uh yeah, it is a dump, it was a dump. For years and years. Where were the Singer Island people saying, 'Why aren't we doing something?' Where was Riviera Beach code when it was left sitting like that for years and years and years? Could you explain, please, what's a signing a plat, what does that mean, exactly?

And, the way these are all out of order here, it just makes me think that, yeah, as soon as you approve all these, then everything else will just fall into order. Now, they like to get on the good side of the Council people. Ms. Hubbard, especially. She's very adamant about hiring Riviera Beach people. Good for her for sticking up for her, for her, enthusiasm for that. However, look at No. 8, that's a bribe if I ever saw one. First of all, they disagree with you, Ms. Hubbard, when, when you asked them will they hire Riviera Beach people? And they said, 'Ah, ha.' Mr. Lawlor said, 'Well, I'll speak with the owners.'

**UNK.:** [Inaudible].

**MS. B. LARSON:** He's one of the owners. Now, he comes back and says, 'We'll give you \$25,000,' for hiri'..., okay. But, with that, they're gonna hire qualified..., qualified local subcontractors and construction related vendors on a competitive cost basis. So, yeah. They're trying to win your vote with the \$25,000, which you'll never see and you'll never get the people working over there. This is all out of order here.

But anyway, um, yes, it has never come up. What is the impact fee? How much are we getting on the impact fee, if this goes through? Never heard a word about it. Some of you were, like, stunned when you heard about impact fees. That's a normal thing. When you do something like this, extraordinarily. All they've given us, that I can see, is a couple, couple pallets of sod, which Mr. Lawlor said they'd be dividing up and then they'd be renting part of it out. There's nothing in it for us at all. Nothing. But what is the impact fee? What impact fee are they gonna pay? And please don't say nothing. Because that's a, that's a big income to us and that's something they could at least do. We're approving..., rezoning everything that we have for them. What's the impact fee?

Thank you. And who is this plat reviewer? Who is he?

[Beep]

**CHAIRPERSON DAVIS:** Thank you. That's the end of public comment. Now, do you have any other questions by the Council, for Staff? [Pause]. Madam Clerk, call the question, please.

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

**CHAIRPERSON DAVIS:** Oh. I'm sorry. Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** I'd, I'd like to ask Mr. Spradley, what is the impact fee on this project?

**PRINCIPAL PLANNER SPRADLEY:** The [inaudible] impact fees will be calculated once they submit their construction documents.

[Inaudible audience comment]

**COUNCILPERSON HUBBARD:** Do you have a estimated cost? A guesstimate?

**PRINCIPAL PLANNER SPRADLEY:** Not at this point, uh, because the values have not been provided to Staff and generally it's calculated once they submit for a building permit.

**COUNCILPERSON HUBBARD:** Okay. But we are in the habit of charging impact fees?

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am.

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

**PRINCIPAL PLANNER SPRADLEY:** We will collect impact...

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

**PRINCIPAL PLANNER SPRADLEY:** ...fees.

**COUNCILPERSON HUBBARD:** Okay.

[Inaudible comments]

**COUNCILPERSON HUBBARD:** Okay, okay. We just wanted to clear that up for the public, that we are in the habit of collecting...

**PRINCIPAL PLANNER SPRADLEY:** Yes, we love our...

**COUNCILPERSON HUBBARD:** ...impact fees.

**PRINCIPAL PLANNER SPRADLEY:** ...impact fees.

[Laughter]

**COUNCILPERSON HUBBARD:** Yes, we do.

**CITY MANAGER EVANS:** Sounds like a t-shirt.

**COUNCILPERSON HUBBARD:** Can you tell us what the platting and replatting of a piece of, uh, property is?

**PRINCIPAL PLANNER SPRADLEY:** Basically, it's, um, just to break it down in, like, layman's terms, it's, it's a surveyor making sure that all the boundaries are closed. [Pause]. It's, [stammer], I mean, that's, that's about as basic that I think that I can break it down. I mean, it's, um, you know, in every piece of property that is in the United States, a surveyor generally records it and the, um, in the plat book just to make sure that this particular property is what it is.

**COUNCILPERSON HUBBARD:** And everything within those...

**PRINCIPAL PLANNER SPRADLEY:** [Stammer]...

**COUNCILPERSON HUBBARD:** ...boundaries be'..., belong to that particular...

**PRINCIPAL PLANNER SPRADLEY:** That's correct.

**COUNCILPERSON HUBBARD:** ...owner of that property and is...

**PRINCIPAL PLANNER SPRADLEY:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** ...platted in the book and indicated that Plat B belongs to...

**PRINCIPAL PLANNER SPRADLEY:** That's correct.

**COUNCILPERSON HUBBARD:** Okay.

**CITY MANAGER EVANS:** It's similar to the markers that you see on your own residential pa'..., property. That's how they delineate what belongs to you and when your neighbor's property line, so they would go through that process.

**COUNCILPERSON HUBBARD:** Right. I just wanted it to be clear, you know, for the, for the public because we did have the question, as oftentimes when one person asks a question, there's somebody else that would like to know the, the answer, you know, publicly, publicly as well.

Now, Mr. Spradley, one last thing. In..., after we replat this property, we have, we have already, um, [pause], this still has nothing to do with the approval of the [pause], this still has nothing to do with the approval of the special exception, the approval of the Site Plan or the third item that you mentioned?

**PRINCIPAL PLANNER SPRADLEY:** No, ma'am. This is not. This is...

**COUNCILPERSON HUBBARD:** Okay.

**PRINCIPAL PLANNER SPRADLEY:** ...just for the plat boundary and, the information that was just presented to me, as far as impact fees, Rivera Beach will receive \$554,328. Then, they have to pay the county \$971,144.

**UNK.:** [Inaudible].

**PRINCIPAL PLANNER SPRADLEY:** So, that's just..., those are the rough estimates of the impact fees.

**COUNCILPERSON HUBBARD:** Okay. Thank you, sir. Very good. Thank you.

**CHAIRPERSON DAVIS:** Alright. 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.

**8. ITEM NO. 8**

**CITY CLERK ANTHONY:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING A \$25,000 FINANCIAL CONTRIBUTION FROM THE SINGER ISLAND GATEWAY, LLC FOR THE PURPOSE OF ESTABLISHING A PROGRAM TO ASSIST CITY BASED CONSTRUCTED TRADE BUSINESSES AND RELATED VENDORS TO FINANCIALLY QUALIFY TO COMPETITIVELY BID FOR COMPONENTS OF THE WORK ON THE SINGER ISLAND GATEWAY DEVELOPMENT, AS WELL AS OTHER CONSTRUCTION PROJECTS IN THE CITY, ACCEPTING SINGER ISLAND GATEWAY, LLC COMMITMENT TO DEDICATE 5% OF THE TOTAL DIRECT CONSTRUCTION COST OF THE SINGER ISLAND GATEWAY DEVELOPMENT TO HIRING QUALIFIED LOCAL SUBCONTRACTORS AND CONSTRUCTION RELATED VENDORS ON A COMPETITIVE COST BASIS AND PROVIDING FOR AN EFFECTIVE DATE.

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

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Thank you. Mr. Spradley.

**PRINCIPAL PLANNER SPRADLEY:** Okay. Singer Island Gateway, LLC, they desire to initiate a local contractor preference program. Basically, they are volunteering to contribute \$25,000 to the City and they have also committed 5% of the total direct construction costs of the Singer Island Gateway development to hiring qualified subcontractors and construction related vendors on a competitive cost basis, domiciled in the City. Just for location, this is a location of the property. There's the aerial. [Pause]. And, at this time, Staff is requesting the City Council to review the information that was presented by the applicant for the proposed local contractor preference program. And I believe, Mr. Lawlor is here to ask..., to answer any of your questions, if you have any.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIRPERSON DAVIS:** I've already reviewed it. I've read it. [Pause]. I think he stepped out for a minute, did he?

**COUNCILPERSON HUBBARD:** While he's coming, Mr. Chair?

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

**COUNCILPERSON HUBBARD:** Mr. Spradley, the..., the similar programs that we have now, we receive 30% local participation. So, somewhere between..., when we're asked for special exceptions and the like, and I'm just using that as a point of reference. I know that this doesn't have any bearing on this particular pro'..., project but I'm using it as a, a ruler to, to measure it by. So, with 5% that they're offering, 30% that we normally receive when we give special exceptions and preference, that's a little on the, on the low side. Also, the two'..., [pause], \$25,000, we also have something similar to that, to that which is to buy out of the, the MEHP type program. And again, I'm clear that that has..., that isn't what we're doing here, with MEHP, but we are pointing out you..., again, that we're using that as a, as a measuring stick. So, I wanted you to make some distinctions, if you could, or w'..., between us making special exceptions in this case and the concessions that are being offered tonight.

**PRINCIPAL PLANNER SPRADLEY:** I would say the MEHOP, for starters, it does not apply to none of the downtown mixed use. So, that's the issue that we will have of, basically, making the developer pay into the MEHOP fund because...

**COUNCILPERSON HUBBARD:** Excuse me. Before you go any further, I was saying that I know that that's not something that we have here, on the table, tonight. I was just trying to provide an example of type, uh, you know, projects and programs. But let's take that off the table and let me try again.

For, for example, 5% local preference as opposed to, let's say, 30% local preference, is in some of our other Ordinances that we use now. I'm thinking that the pre'.., the local participation piece need to be more than 5%. So, you got five over here and 30% over here. I think we need a happier medium is what I'm suggesting. Also, with the [pause], with the \$25,000 that will help other companies, you know, meet their, you know, meet their needs, if you will, that wouldn't p'.., that wouldn't benefit this.., that wouldn't benefit this, this project because we aren't talking about startup.., we aren't talking about startup businesses, if you will, that would participate on this style of program.., this style of project. These, these are high-end units and, therefore, we want higher end units to, um... [Pause]. You, you know, people with skilled services, people that are already trained, people that have a track record, people that have done this level of work. Those are the people that we're going to try, or hope, that Mr. Lawlor will do, will be doing business with. He need' experienced workers and we're hoping to bring experienced workers to, to, to the pool for him to, to choose from. So, we're not talking about the, you know, the startup, the startup guy.

So again, I'm suggesting and looking for more than the 5% local participation. That's my comment. For now.

**CITY MANAGER EVANS:** Mr. Chair.

**CHAIRPERSON DAVIS:** Mhmm. Mr. Evans.

**CITY MANAGER EVANS:** I've had the opportunity to just speak with the Purchasing Director with respect to that 30% that the Councilwoman referenced and, and based on the information that he has provided me, is that in the situation where we go out to bid or enter into agreements with entities, it's 5%. There's, there's no specific provision that goes up to 30%. So, you get 5% credit for being an entity that is.., that resides and conducts business in Riviera Beach. We did not find any provision that allows for a 30%. And that's from the procurement director.

**COUNCILPERSON HUBBARD:** Well [pause] but [pause], okay. That wasn't what I was referring to. In some of the.., I don't wanna, I don't wanna.., it seems to confuse people when I use the term MEHOP but I use that because it's, it's.., it should be one of the easier programs to relate this p'.., what we're talking about, this project to but I know that when a person put in a project, he might receive 5% for being local, he might receive 10% being local and minority and so forth and so on. Tho'.., that, that range, that particular chart, I, I get that and I understand that. I wasn't particularly referring to the rating of this application or how Mr. Lawlor could rate the subcontractors that bid on his projects. What I, what I'm trying to say, and I think more than myself up here understands the.., what I'm talking about.

If you are asking the Council for an e'.., a special exception, then we ask you to make, what shouldn't be but is, a special exception. And that is, in one of the Ordinances, the only Ordinance that I'm referring to, is the one where you have.., you're able to [pause], [stammer], you are allowed, which I find unfortunate, to buy out of the MEHOP or you are allowed to, um, to have.., where we're asking you for, for 30% local

participation. If we don't go to.., up to 30%, I'm just saying, there need' to be a happier [stammer], medium with what we're a'.., being asked to give up.

**CITY MANAGER EVANS:** Well, well, with regards to the special exception, and I will definitely defer to the planners on this particular item but would it.., the authority that the Council has on that is to discuss items specific to the, the plan, the Site Plan. So, it could be increased landscape buffers, it can be the siting of the building, it could be the placement of the parks. So, there's certain pr'.., your special exemption is really tied to the Site Plan and not outside of that. We don't have much flexibility outside of that and that's why what Mr. Lawlor has proffered, is something that is completely outside of what the special exemption provision allows for. So, it is specific to... So, if you didn't like how the buildings were sited, if you didn't like where the public recreational space is going to be or if you didn't like the, the height, those are the opportunities, through that process, the special exemption process, where the Council can say yes, no or indifferent. And so, I think if you go down that route to go outside of that, it just puts us in a precarious situation. So, I would have to allow for the City Attorney or the Principal Planner to opine on that and, and provide any insight if I misspoke in, in any regard.

**CITY ATTORNEY DEGRAFFENREIDT:** You're on it. You are correct.

**CHAIRPERSON DAVIS:** Would that, that be all?

**COUNCILPERSON HUBBARD:** Uh-uh. I'm, uh... Going outside of our purview, going outside of what the.., what we are allowed to do or to speak on... Well, I, you know, I, I have to be real clear with this. We are allowed to give a special exception. It's clear we're allowed to do all the giving but somehow, legally, we aren't allowed to do any of the asking or any of the getting. But, we are clearly allowed to do all of the giving. So, until we break the law that allows, that says we can't ask for anything in return, any local participation, what we need to do is to stick with the basics of what we have to give. If we can't get any exceptions, well, let's not give no exceptions. Because, the thing, the, the thing of the matter is, is this, we're supposed to be creating wealth, business opportunities and a better quality of life for the residents of Riviera Beach. I understand that all the ordinances, all the rules, all the policies, all the process and procedures, were not put in place to benefit the residents of Riviera Beach. We're clear on that. That's why I said, until we break the law and the OIG or somebody come and say to me, 'You're doing illegal things,' then, we need to do whatever we can do to [pause] to do right by the residents and to force those that we have to force to do right, to, to do right also.

So, we can give a special exception, we can give all the concessions in the world but it becomes illegal when we start talking about gi'.., what are you gonna give us back? What do we get in return? What concessions are you gonna make? What special exceptions are you gonna make? You want us to do all this giving but we want you to give our residents, our businesses some true opportunity and so, that's why we're here. You know, it might be so very close to this or close to that. People didn't put these policies and procedures in place for us to benefit, we have to put 'em place for us to benefit. And that's why we're here.

[Inaudible audience comment and clapping]

**MR. W. WILLIAMS:** I agree.

**CHAIRPERSON DAVIS:** Okay. Any other questions or comments from the rest of the Council?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. I wanted to see..., speak to...

**CHAIRPERSON DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** ...Mr. Lawlor, in light of what we're talking about. Could you come to the mic, Mr. Lawlor?

**MR. K. LAWLOR:** Yes. Kevin Lawlor, Vice President, Chief Operating Officer of Singer Island Gateway, LLC, for the record.

**CHAIR PRO TEM MILLER-ANDERSON:** Hi. How you doing? I., Mr. Lawlor, I know we kinda spoke about this before and, and you know this before, there was a little concern about wanting to go a little higher. Were.., how much would you be taking in per year, if you don't mind me asking that? Is there a ballpark figure, you think, once you get up and going, what would you be making a year?

**MR. K. LAWLOR:** I'm not sure I understand that question, Councilwoman.

**CHAIR PRO TEM MILLER-ANDERSON:** How much do you anticipate bringing in from the condos that you are going to be selling?

**MR. K. LAWLOR:** Well, if I could step back for a minute before I answer that question?

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

**MR. K. LAWLOR:** First of all, I think this goes to the heart of, of Councilwoman Hubbard's. The.., we have requested a Site Plan with a special exception which is part of the Land Development Regulations for the CRA Code. And th'.., it's very specific about what the quid pro quo is. We have followed that rigorously. The Code is very clear about, if you do the public benefit's base option, then you can request a special exception on height.

**CHAIRPERSON DAVIS:** Right.

**MR. K. LAWLOR:** And we're asking for eight stories instead of five.

Uh, regarding the condominium and, I think there's been some discussion about what the net increment is that we're gonna get in terms of additional units. We have done internal analysis. You saw what the Staff did. We may disagree about the technical means of that calculation but, incrementally, you know, we have 89 existing



units on the property today. You couldn't build that today, I'll acknowledge. If we were to take all three properties and try to design..., and I was, I'm gonna address this in my presentation, if you were to take them and design them as separate projects, which we wouldn't do, the increment, in terms of number of units, is probably on the order of 20, 25 units.

You know, we have not set price points on these units. You can have somebody more authoritative than I but, you know, costs right now are running on the order of \$400 per sq. ft. to produce this kind of building, we'll probably be in the price range... and, I'm gonna quote per sq. ft. of somewhere between \$650 and \$700 a foot which is pushing the envelope in the market on that. You know, gross profit on these developers returns are roughly 30%, going in. You don't always make that, sometimes you make more and, in other cases, I've made a lot less, in my projects. But, to try to monetize a zoning request here is something that I seriously have some concerns about from a legal point of view, as well as from a financial point of view.

We have volunteered... You know, [stammer], the Council raised this at the 15<sup>th</sup> meeting, on the first reading and again at the CRA Board meeting. You know, I volunteered to come back and talk with each of you. I put together a proposal, which I think overreached. If the City or the CRA were co-investing in our project, I certainly could understand the request for higher public participation. I've negotiated probably 15, 16 of these public benefit programs for the Hallandale Beach CRA as part of my advisory services for them. I understand what it's about, I understand what you're trying to do. My issue is, is, our we in alignment? You think there's a serious quid pro quo going on for providing us something that we have met, not only the letter but exceeded, I think, in terms of meeting the requirements of the Code. The Code says, this particular site... And the Code's very specific [inaudible] about what sites qualify? We have one of the very few pieces of real estate or property that qualify for the public benefit option and it's listed those [stammer] the terms and the zoning are public benefit open, civic open space and it tells you exactly what you have to do to qualify that. Our Site Plan does that. I made a good faith offer of a three-part program, which I'm happy to go through. And I made that with, you know, it wasn't required of us, it's not in the zoning code, and I did that in order to try to set a precedent. If you wanna embody it in the Code, that obviously is your decision but it's not there today. I'm standing here volunteering to do something I don't legally, morally, ethically have to do.

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

**CITY ATTORNEY DEGRAFFENREIDT:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Is there something illegal about me making that s'..., uh, asking the question of Mr. Lawlor? What he just said about being..., he has concerns with it legally?

**CITY ATTORNEY DEGRAFFENREIDT:** His concerns are, that under the zoning law, special exceptions are treated as permitted [stammer] uses, that he's lawfully entitled to, provided he meets all of the criteria that the legislative body imposes upon granting the

special exception. It's my understanding that he has done that. And what he's saying is, 'I am lawfully entitled to proceed this way based upon your criteria and your laws. You cannot extract anything additionally or different from me.' That is his position. That position is correct.

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

Mr. Lawlor, I just want... If you could come back up for one more minute. [Pause]. Now, I understand what..., I, I listened to everything you said, um, but, [pause], at this point, are you willing to go up a little more with the percentage or you're dead set with the 5% [inaudible]...

**MR. K. LAWLOR:** I gave you my best offer.

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

**COUNCILPERSON HUBBARD:** [Stammer]. Mr. Chair.

**CHAIRPERSON DAVIS:** Hold it. No one else has any comments before we go back around?

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Okay. So, Councilperson...

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Let's, let's go to public comment cards and then we'll come back. 'Cause...

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Fane Lozman.

**MR. F. LOZMAN:** It's rare that I would agree with Mr. Degraffenreidt but I do.

[Chuckles]

**MR. F. LOZMAN:** I think, I think the, the, the concern there that this gentleman having, is contract zoning which in the United States of the land use regulation where local zoning authority accommodates a private interest by rezoning a district or a parcel of land within that district, on the condition that the limitations or restrictions set by the town for those parcels are accepted by the owner. That is.., you can't do that. That's illegal, unconstitutional. So, unfortunately, it's a, it's a great idea but you, you can't play that game. But, you see, you.., one of the things that you should've considered is the following, and I disagree with Mr. Lawlor when he says that, the Comprehensive Plan, as it existed, before you changed it earlier today, for that little piece of property, okay, that said, on the little map, RM20 [inaudible] on either side. Okay? So, that's what was

there. Okay? What you did is, if you hadn't changed the, the Comp Plan and you had changed just the zoning as you did, that's what goes back to what Bonnie Larson said, that would be illegal spot zoning. Why would it be illegal spot zoning? Because you're, you're rezoning a little piece of property when it's different than the properties on the other side. It's, it's giving it much more benefits than on properties on either side. Okay? So, the Comp Plan wouldn't let you do that. So, your Staff.., you know, these are pretty complicated things to understand. I mean, you know, the different jobs you have up there is not as a Planning & Zoning person. What you really need to do is find an outside person, almost like a special, uh, consultant or a.., Gerald Ward was very good at understanding this or, or an outside land use lawyer that has the best interest in the City at heart, and is an expert in the land use game. Mr. Degraffenreidt's a jack of all trades but he's not a land use expert.

[Inaudible comment]

**MR. F. LOZMAN:** Okay? Your Staff, as you can just see when I provide the evidence on what they did to Ms. Miller, is completely clue'.., clueless in a lot of things, that it makes a lot of sense but, you know, what exactly is a special exemption? What exactly, exactly is illegal spot zoning? Why can't we demand blah, blah and blah?

You know, where was the traffic study? Somebody brought that up. When you play this game in another municipality, you gotta produce a traffic study. Did they produce one? I don't think so but [stammer] I think the biggest key is, you're rushing this forward and you really don't understand what the zoning was on either [stammer] on either side of the property and what was the Comp Plan before we walked in here tonight? No one seems to understand, with RM20 on either side and the Comp Plan didn't allow that and your Staff is pushing this all through like, 'Oh, okay. It's okay. Blah, blah, blah,' but it, it really isn't okay the way it was handled.

[Inaudible dais comments]

**MR. F. LOZMAN:** You know what I'm saying? It really wasn't okay to go ahead and make the Comp Plan, make the zoning change and this gentleman comes up, 'Well, you know, we're not gonna do it.'

[Beep]

**MR. F. LOZMAN:** [Stammer]. The process has been rushed and tainted and I don't think.., only a couple of us in this room understand it, I don't think many of you up there understand exactly what went on here tonight.

**CHAIRPERSON DAVIS:** Ms. Bonnie Larson.

**MS. B. LARSON:** Bonnie Larson. Ms. Hubbard, could you explain to us, at the end of my little spiel here, what MEHOP is? I remember that from years ago but I haven't heard it in so long I've forgotten what that stands for and probably other people don't understand it also. What is that?

This, to me, it just, it just th'.., it just throbs of bribe. He's gonna give \$25,000, he says. Isn't that funny he's doing that when all this is coming up for a vote for us to change all kinds of things. And also, it says here, [stammer], 'They'll give it, if qualified local subcontractors...' It's not gonna be anybody in Palm Beach County. So, not, not necessarily is Riviera Beach gonna benefit from any of this. And when you ask him..., Ms. Miller, you asked him if he would up that agreement 5%, he said, 'No.' So, you know what you're dealing with. It's gonna be no surprise later on. You know what you're dealing with.

When this went through the CRA and all of you agreed to it, the CRA told you this is in compliance with all of our plans. What I would qu'.., you know, I question a lot and what I would question is, have you read all those CRA documents to make sure this is in compliance with everything, according to the CRA? I sure wouldn't wanna vote on something if I hadn't read it myself. You're being told it's in compliance so, of course, you all voted yes but do you personally know that? I'm gonna guess no.

Now, they're coming before the City of Riviera Beach. Again, he said it meets, he meets criteria and requirements for a special exception. My next question is, what are we getting..., they want us to give them an okay to change all this stuff and to go up three stories higher, which can mean millions and millions of additional monies for them. Like I said, good for them but they're definitely getting [chuckle] a financial bonus from this. What are we getting? The only thing I've heard, we're getting is a little green space, a couple, couple pallets of sod. We all buy a couple pallets of sod. It's nothing, that's no expense to that whatsoever. I heard Mr. Lawlor, and I'm gonna say it again, I heard him say at one point that, um, this little area of sod that he's gonna lay in there, he said he was gonna section it off at times, he would, at times, be renting it out. Okay? This doesn't sound like, this doesn't sound like something that we would be getting which is comparable to him getting three more stories of multi-million dollar units.

[Inaudible comment]

**MS. B. LARSON:** Is that all we're gonna get, are those couple little, couple little pallets of sod, which are gonna be locked up at night? I understand that part. But, is that what we're getting? A little, little, little strip of property here, which he's gonna be even renting it out for their own benefit. That's all we're getting and we can't say anything about that? We have to approve that? Then what's the point of a Council if we're told you have to approve this 'cause it all fits our plans. It doesn't fit our plans. It wa'.., it was not, it didn't fit in with that. It didn't fit in with the, the zoning or the pla'.., it didn't fit in with anything having to do with Riviera Beach. They changed everything and to me, that is spot zoning. Now, what are you gonna do with everybody else who comes along and asks for the same thing? What are you gonna do? And are we gonna, throughout the whole...

[Beep]

**MS. B. LARSON:** ...City change our maps, change our plans every time a developer wants us to change? Spot zoning.

**CHAIRPERSON DAVIS:** Thank you.

Um, I know I [stammer] came here today to hear did he meet code and is it legal? And I think those questions have been answered. Anyone else have any comments?

**COUNCILPERSON HUBBARD:** What I was about to say, Mr. Chair, before....

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

**COUNCILPERSON HUBBARD:** ...public comments was this, if they had, [pause], no need for a special exception, one, we wouldn't be having this conversation. And two, they were speaking about the public option. The, the, the public option that they are availing themselves are, is the open space, I guess the green space that's going to be, as a part of that development. That isn't a community center that's gonna benefit the whole of Riviera Beach overall. That's not something that's there for everybody's enjoyment. That's, basically, what it'll amount to at the end of the day, is for the enjoyment of the residents that have purchased within that building. So, for..., true to the letter, I don't see where they have actually met that. I still wanna find out from Staff, where is it that says we have to grant a special exception if they meet certain criteria? And that's..., and, and, I mean, what's, what's a special exception if, if we are forced to grant it?

**PRINCIPAL PLANNER SPRADLEY:** The special exception portion will be presented following this particular Item here and, uh, during that particular time, I will go over all of the sections of the Code that's triggering the special exception.

**COUNCILPERSON HUBBARD:** Well, this is, um, I'd like to [pause] table this until after the presentation because I kept getting the initial feeling that these Items were kinda going backwards and were we putting ourselves, tying our hands by, you know, voting on the other ones first? So, maybe we should just table this, Mr. Chair, until they pres'..., finish presenting Item 9 and we won't have completely tied our hands...

**PRINCIPAL PLANNER SPRADLEY:** And, and I will say it's important to note that this particular Resolution is not tied to the actual Site Plan...

**COUNCILPERSON PARDO:** Right.

**PRINCIPAL PLANNER SPRADLEY:** ...application itself. This is a totally separate Resolution that, if the Council decides to deny or approve it, it has no impact on the actual Site Plan itself.

**COUNCILPERSON HUBBARD:** Well, let me say this, Mr. Spradley, if we go ahead and vote to say that we are in compliance or we are in agreement with the 5%, we have given them the indication that our site plan, plan..., our special exception to their Site Plan, uh, is approved and we are, you know, we're..., and we are in line and acceptance thereof, the 5%. Is that not the, the case? [Pause]. Well, he said morally and legally and whatever, he does not have to do any of this.

**PRINCIPAL PLANNER SPRADLEY:** That is...

**COUNCILPERSON HUBBARD:** But I...

**PRINCIPAL PLANNER SPRADLEY:** ...correct.

**COUNCILPERSON HUBBARD:** ...would not like to sit here and morally tell him, 'Okay. We accept your 5%.' Now, when we get over here to No. 9 and we vote it down. That's what I was trying to find out on, on the front end. You want the special exception but we need to make this straight before we get to your special exception. And I understand that we're not playing quid pro quo and somebody who's not happy can call it that, just like we can say the same thing about this special exception as they can say.., as they can say about what we're asking for local participation, that, that, you know, that stream runs both ways.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Before we move to take any action on it, the question that I have is, how did we reach these particular concessions? How did we get to this point to make it to the Agenda? Where, where did that figure and where did that percentage originate?

**MR. K. LAWLOR:** Councilwoman, I was given no guidance. I met with Councilwoman Hubbard before I met with you.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**MR. K. LAWLOR:** I gave a lot of deliberation to putting the three-part package together. And, back to my original point, I've been involved in these kinds of negotiations usually where the City or the CRA has some direct interest, your letting the construction contract, you're trying to redevelop a piece of property you own where these parts, these, these community benefit programs are included. I sat down and thought about what we could reasonably accomplish and I came.., I gave you three parts. One, was to provide a conduit, if you will for your local contractors to do joint ventures with the short list of general contractors. We were considering the 5% commitment for the construction contract to... Local means to me, Riviera Beach not some other community. I don't know the dictionary definition of local but certainly local, to me, means Riviera Beach, vendors and contractors. And then lastly, the contribution to startup program. As I explained to each of you that I talked to, that in my experience, some of the biggest challenges for local contractors are, do they have the, the capability to bond and do they have the financial capability to bridge between the time they incur costs and pay applications are processed?

You know? I was the author of that proposal to the City. You know, certainly if it's not acceptable to the City, I can withdraw it, if, if you would like. I don't know what to do at this point other than to share with you that it was my best, I thought I overreached.

Thank you.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Any other questions, Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No, thank you.

**CHAIRPERSON DAVIS:** Any other questions from the Council before we call the question?

**COUNCILPERSON PARDO:** Well, um...

**COUNCILPERSON HUBBARD:** I'd like to table it.

**CHAIR PRO TEM MILLER-ANDERSON:** Does she..., is that a motion on the floor or was she...

**COUNCILPERSON HUBBARD:** I like to move that we table it, Mr. Chair until we can see what No. 9 yields because he said we couldn't discuss it under No. 8 so maybe we can flush out something better for everybody under No. 9.

I move that we, that we table it until we discuss No. 9.

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

**CHAIRPERSON DAVIS:** Well, that's a motion to table so there's no discussion.

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, okay, okay. Great. I'm sorry. And this is after 9, right?

**COUNCILPERSON DAVIS JOHNSON:** So, should it then be reordered?

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

**COUNCILPERSON DAVIS JOHNSON:** Should it then be reordered?

**CHAIR PRO TEM MILLER-ANDERSON:** Well, are we able to reorder it now or was that to...

**COUNCILPERSON DAVIS JOHNSON:** Madam Clerk.

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible].

**CITY CLERK ANTHONY:** The motion is to table approval of No. 8 until you discuss and/or..., and approve or deny No. 9.

**CHAIRPERSON DAVIS:** Can I...

**CITY CLERK ANTHONY:** So, that's the motion that's on the floor and, when you're doing a motion to table, there is no discussion.

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** You have to call for the vote.

**CHAIRPERSON DAVIS:** The vote.

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

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

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** No.

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

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

**CHAIRPERSON DAVIS:** [Inaudible] a motion to reorder?

**COUNCILPERSON DAVIS JOHNSON:** May I have my question answered as it relates to reordering the Item to take it after, as opposed to tabling? So that we can discuss?

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON HUBBARD:** That's what I said, after to...

**CITY CLERK ANTHONY:** That's what...

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

**CITY CLERK ANTHONY:** ...she wanted to table until afterward.



[Inaudible dais comments]

**CHAIRPERSON DAVIS:** There's a motion to reorder?

**CITY CLERK ANTHONY:** You want to reorder to after No. 9?

**COUNCILPERSON DAVIS JOHNSON:** Yes, that would be my motion.

**CHAIRPERSON DAVIS:** So, we have a motion to reorder 'til after No. 9. Do we have a second?

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

**CHAIRPERSON DAVIS:** Okay. Any questions? Madam Clerk.

**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:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** No.

**CITY CLERK ANTHONY:** That motion is approved with Councilperson Pardo and Chair Davis dissenting.

**CHAIRPERSON DAVIS:** So, we're going to... Let's go to public comment and then we'll come back to those items in, in order.

[Inaudible discussions]

### **COMMENTS FROM THE PUBLIC**

**CHAIRPERSON DAVIS:** Public comments. **PUBLIC COMMENTS SHOULD BE RESTRICTED TO ISSUES, MATTERS AND TOPICS PERTINENT TO THE CITY OF RIVERA BEACH. PLEASE BE REMINDED THAT THE CITY HAS ADOPTED RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS**

**WHICH HAVE 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. LET'S PLEASE GOVERN ALL OF OURSELVES ACCORDINGLY.**

**CHAIRPERSON DAVIS:** And we all have three minutes. And the first person..., Mr. Atkins, you said you didn't wanna do anything, correct? Mr. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. I wanna go over this one more time so people understand where I'm coming from. City Ordinance 23-86(b), a granting of a special exception and the cause for the terms and conditions of the section shall be effective only upon approval by a unanimous vote of the City Council. Okay? That's 23-86(b). That unanimous vote had to happen to fill in the small wetland area on the KT 5000 project to build that building. Okay? So, in order..., the City charged \$350,000 as a fee for, for Colter to fill in that little wetland and it wasn't a unanimous vote. That site plan should have failed based on that. That was illegally approved. Please go back, look at the minutes. You can get 'em online. Look at, that Ordinance I gave you and your Staff, let that site plan be approved and your City Attorney, at the time, let your site plan be approved illegally. It was an illegal approval. That should bother you, Ms. Anderson. It bothers a lot of people in Singer Island, why did that happen?

A couple weeks ago, Judge French issued an order that the easement between Via Delfino and Sea Winds has to be reopened. Okay? There had already been a, a legal action between the developer and the City 30 years ago. Judge Ed Rogers entered a stipulated final order saying the City shall maintain the easement. The City has not maintained it and I had a, a..., an action with the court saying I want an address, the court gave me my addresses and I wanted to get the easement open and the court opened up the easements. So, two Judges now, Judges Rogers and Judge French said the easement has to be opened. I know that you guys are thinking about appealing that. That's gonna be a waste of time. A appellate [inaudible] is not gonna overturn the first black Chief Judge in Palm Beach County and Judge French, it's not gonna happen over something simple as an easement that was memorialized on a plat, where the plat says 5' public easement. That's not gonna happen. So if anybody tells you it is gonna happen, you should get a different attorney and appellate expert and he'll tell ya, it's not gonna happen. The City, Richard Jarolem, the outside counsel's already milked the City and given you bad advice. Why is it bad advice? Because he lost. It never should've been fought out, not to give an address to a, a property owner. Not to open an easement when you had a stipulated Final Judgment on a case that was already litigated, signed off by Judge Rogers. It just doesn't make sense.

You know, [sigh], you know, there's an interesting thing, we'll talk about more of this later but, a brokered relationship... Pardo talks about, 'Oh, we had all these

meetings, we held all these things, the wonderful project blah, blah, blah. A brokered relationship is illegal. It doesn't matter if people like the project or not like the project.

[Beep]

**MR. F. LOZMAN:** That's not the criteria that you look for. But we'll talk about that in No. 9 some more.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Mr. Lozman. Next, we have Mr. Rick King and then after that Lloyd Brown.

**MR. R. KING:** Good evening, Members of the Council. Mr. City Manager, how are you?

**CITY MANAGER EVANS:** Good.

**MR. R. KING:** On behalf of John Gajanzi [sp] and the President of the Palm Beach County Police Benevolent Association, we welcome you and we look forward to working with you.

PBA supports your vision for public safety. And the men and women of the Police Department are vested in a better Riviera Beach. The Council has done its part by changing the compensation for the police officers here in the City. As you know, in order to attract the best and the brightest professional police officers, you have to have a competitive benefits package. The Council has taken these officers from the bottom of the floor to on par with their contemporaries in the industry. We thank you for that.

I read your open letter to the citizens of Riviera Beach and you used words like, you wanted to change the trajectory of the City and you talked about openness and transparency. Those are welcome and highly anticipated words to the ears of my members. But I submit that change and trajectory starts in the one pulling the bow. The Police Department's challenge in changing the trajectory, are a few things. The first thing is and one of the most important things is, you have to have an open and honest transparent conversation with the union about the Resolution of grievances. We're filing too many grievances that are resulting in arbitrations that are costing both the City and the union money. And with a good relationship, those things don't happen. The other thing we wanna talk about is safe staffing. You have to staff these streets with the adequate number of police officers and don't hide the staffing in overtime guise or things like that, we're talking about actual police officer's boots on the ground. [Pause]. More importantly, and probably one of the things that I really wanna talk about is you can't have things like Cedrick Thomas.

**UNK.:** Mm.

**MR. R. KING:** I mentioned this months ago when this whole debacle started. Mr..., former Councilperson Thomas, was on the chopping block when he was a police officer. The Chief was gonna fire him for sick time, amongst other things. He became a Councilperson and then suddenly, through some sort of, what appears to..., I can only

describe it as what appears to be some sort of arrangement, he gets hired back with the City as a police officer in the form of an oms'..., Ombudsman. He doesn't have any patrol responsibilities, he got a car right away, and now, I understand the Chief has submitted his name for Captain.

[Inaudible comment]

**MR. R. KING:** That's the type of thing that, that marks the City, that makes the Police Department seem not legitimate and not transparent. When we're lookin'..., and I heard recently, that we're looking, we're gonna start our search for a new Chief soon. More sooner than later and we want someone who's gonna be transparent and try to work with us, who has your vision as well as ours. Remember, we have a community of interest in what goes on here. These men and women are...

[Beep]

**MR. R. KING:** ...just as vested as you are.

Thank you.

**CHAIRPERSON DAVIS:** Mr. Lloyd Brown.

**MAYOR MASTERS:** Mr. Chairman? At some point, I would, would like an..., like to respond. I'd like to get...

**UNK.:** [Inaudible].

**MAYOR MASTERS:** ...an answer for that to see...

[Inaudible audience discussion]

**MAYOR MASTERS:** ...if... I would like to find...

[Inaudible audience discussion]

**MAYOR MASTERS:** I would like to..., I don't know whether we do this in our comments to, to, to bring the Chief up.

**CHAIRPERSON DAVIS:** But let's, let's stay focused on the public comment and wait 'til they're done then we'll...

**MAYOR MASTERS:** Yeah. Because...

**CHAIRPERSON DAVIS:** ...let you address that.

**MAYOR MASTERS:** ...I do need to see...

**CHAIRPERSON DAVIS:** After public comments.

**MAYOR MASTERS:** ...if that, if that statement is true.

**MR. L. BROWN:** Okay. Well, give me another extra minute since ya'll took part of mine.

[Chuckles]

**MR. L. BROWN:** Okay. My name is Lloyd Brown.

**MAYOR MASTERS:** It doesn't start 'til you start talking.

**MR. L. BROWN:** I, I was wondering, you know, like, I had some friends, they were, like, what do you call that, bipolar? And, you know, they were taking Prozac and, like, ya'll not in here arguin'. Are ya'll medications workin' pretty good 'cause it seems like you're pretty calm today.

**UNK.:** [Chuckle].

**MR. L. BROWN:** So, you know what you seem like in Riviera Beach? You seem like a bunch of people in a rowboat, everybody's trying to row their own way and nobody's trynna work together. You know 'I mean, I don't care nothin' about what you put over the other side of Singer Island 'cause I see what's going on, on our end. Ya'll are lookin' at the big picture but you're not lookin' at the rats in the cellar. You know what I mean? You go over there, you got stores all across Riviera Beach, open 24 hours a day. You got kids going there in the morning, buying single cigarettes, you got bathrooms they say not working. You're lookin' at the wrong thing. Those people over there need help. Who gives a [pause] about that place over there? I wouldn't care if you put a hole in the ground over there 'cause we not..., you can't even go to the inlet. You can't park over there. This the only place I know..., you can go to Jupiter Inlet, you can go to Boynton Inlet, you can't go to Riviera Beach Inlet, what's the difference?

Then, you closed down the county park over there and tell the people they can't park over there because the construction workers got ran from this motel. So now, they're gonna have to park over there. So, you got older guys that wanna go fishing but they can't park over at the Ocean Reef because, for one thing, we got these people who's building these buildings. Yeah, you go over there, there's a sign up there that says, 'Parking for construction workers.' Well, my daddy worked over there, they had to find a place to park. They didn't put no space over there. You can't privatize a public beach for no parking. You go over there then, if you go over there.

Then another thing, like I was sayin', in these stores that we got, ya'll lookin' at the wrong things. These..., forget that [pause] over there. These kids going in these stores, they're buying products. You don't even know where they come from, the origin of these products. You don't know how long they've been in the stores, you don't know who brought 'em there. They don't have no skews, no nothin'. You, you go in the store today, you buy something for a \$1.99, you go in there tomorrow, it's \$2.15. There's no Council Members, no Code Enforcement, no Health Department. There's nobody checking these stores. That's where we live. We don't live over there on that little

bridge, we don't live in that little corner. Who gives a damn about that little place over there when you got people over here on Section 8 gotta buy from a store that's gonna charge you \$1.99 for a bottle of water they got down the Walmart for, like, maybe, uh, .75¢ or they're gonna buy a whole case of sodas and they're gonna come right back and you got all these stores and all these apartments around these stores. These people are Section 8 people. They get..., they're on a fixed income and we don't have a supermarket. You say, 'Well, that's because nobody wants to come here.' Well, you put a, a guard down by Kentucky Fried Chicken, a guard down there by the Wawa. Why don't you put a guard inside these places and put a substation in there. We need more things for these people over here.

Who gives a damn about this stuff you're talkin' about. I don't care about nothin' you talk about, nothin' at all because it doesn't benefit. I see the people out there...

[Beep]

**MR. L. BROWN:** ...every day and it's screwin' us altogether, all us gettin' screwed.

**MAYOR MASTERS:** Thank you.,

**CHAIRPERSON DAVIS:** Ms. Mary Brabham.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** [Inaudible].

**UNK.:** [Chuckle].

**MAYOR MASTERS:** We're not gonna kick you out, Mr. Lloyd. We appreciate your comments, like anyone else.

**MS. M. BRABHAM:** Good evening.

**MAYOR MASTERS:** Good evening.

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

I'm gonna tell somebody who I am. Since, in our last meeting here, I did not..., I would not degrade anyone's grandmother, children or anyone because I love 'em just that much. Well, let me tell you who I am and I'm not nobody unusual. I come from the Gary family. My dad here, this my dad here. Elder S. J. Lawrence, Steve Lawrence. Well known, national and international. My aunts here were activists, they were bridge builders, they build communities. They were well-dressed, they exemplified that with the youth and everybody in their community. They marched in the civil..., civil rights. They built communities, churches, schools. That's who I am. My family are the Gary's, the Lawrence's, the Battles [sp], the Daniel's, the King's [sp], the Hint's, the Lewis', the Smith's, the Davis, the Scott's, the White's, the [inaudible], the Hendrick's, Henderson, Graham's, Merritt, Marshalls, Williams, Morgan's', Grahams, Turners, Greens, Crosby

[sp], Glovers, Elder Glover, Jones, Odom's, [inaudible], Lawson's, Jones, Moore's, Watson, Jimmy Watson, who's known in America, professor at the University over on the west coast, the Brabham's, the Phoenix, the Gibson's, McClutchen's [sp], and the Map's [sp]. And that's not all, that's just a little bit of 'em. My daughter has three degrees, never came back asking, asking her mother for anything because that's, that's, that's the standard that I set. Her and her husband are entrepreneur businessships, law professor, real estate broker and an educator in the school system. I wouldn't have it no other way. Cousins are Olympic gold medalists, the [inaudible] in the Olympic gold medalists. We are teachers, we are entrepreneur new business peoples. We are urologists, cardiologists, preachers, veterans, attorneys, judges, police officers, firefighters, and my brother-in-law was James Edward Jones. Everybody in...

[Beep]

**MS. M. BRABHAM:**...this City knew who James Edward Jones was. From all of the last previous., all the managers in this City here, he furnished them, he was manager over the [inaudible], attended John Fitzgerald Kennedy School, Mr. Jesse Newman, I have their contact today. That's who..., that's who I am. My daddy was the VA vet'..., veteran. He was a map reader, he could read maps in his platoon. Here's his papers here. So, I just wanted to ch'..., let you know who I am.

**CHAIRPERSON DAVIS:** Thank you for your comment.

**MS. M. BRABHAM:**He's a map reader and was smart.

**CHAIRPERSON DAVIS:** Ms. Bonnie Larson.

**MS. M. BRABHAM:**That's why Ms. Brabham reads too. So, that's just a little bit of me.

Thank you very much.

**CHAIRPERSON DAVIS:** Thank you. Ms. Bonnie Larson.

**MS. B. LARSON:** Bonnie Larson. Public comment is supposed to start at 7:30 as far as I know. Tonight it started at 8:30. So, if it's a time set thing, we need to either adjust that time or start it at 7:30.

A lot of comments on some things that we can do here in the City. We need to ch'..., we're changing a lot of things tonight. We need to change a code which says we can have, per unit, we can have 1.5 cars per unit. That's all the parking space people have to provide. That's like a 1950's..., that's like a 1950's idea. We're now in 2017. One and a half cars per unit. How many people do you think are gonna be living in those luxury condos over there? Two and three bedrooms? Up to six people, maybe. Think they're only gonna have, you know, 1.5 cars? No. We have a parking problem in Riviera Beach. We need to address it and the first place to address it is that code which says we only need 1.5 per unit. That is a 1950's idea.

P&Z, for years and years there's been great reluctance to have that televised. 'We can't afford it, we can't do this, we can't do that.' Now, there was so much hubbub about the bleach facility that, yes, it was on. It wa'.., it was televised that night. You can't see it again because when they did run it, they ran it and if you didn't turn on your internet or whatever at the very beginning, there was no way to go back and see it again. And now, who knows where that is. Great reluctance to have that on there. Why is that? P&Z have asked that question. There was a lady who used to come here all the time, Nora Mahoney, I think every week she said televise P&Z. People need to know what's going on in this City. If there's transparency, let's have it. P&Z Staff said, 'Well, we're not told to do it. Now, if you give me your personal email address, I'll send it to you personally.' No. Everybody should be look.., able to look on the web and see it. I've said this many times, you look under P&Z, and you go 'round and 'round in circles. You can never get to the meetings, you can never get to the Agenda or the minutes. It's still not there. You have to tell them to do it and make sure they do it because it's not happening. And they're not going to do it unless you mandate that.

We used to be able to meet new employees. We have a new Community Development Director. We haven't met him yet. He shoulda been here tonight presenting the issues. We haven't even met him yet. We don't have a City Engineer. All meetings should be on that website, whether it's Council, CRA, P&Z, Water Utility, all kinds of events. Everything should be on that calendar. The calendar, I talked to one City employee who didn't even know how to find it. I didn't know how to find it 'til someone showed me and it's, like, this big. And, you can't also get to the City Council meetings and agendas and minutes because when you click on that little circle, then you have to go through, like, five pull downs and the only thing you get to is up to 2012. It is now 2013. How do ya get to the recent stuff? It's not on there. Like I said, people don't even know where that calendar is. I had to be shown where it was. So, we have a lot of things that we can do to...

[Beep]

**MS. B. LARSON:** ...work on our transparency which used to be an issue here but it doesn't seem to be an issue. So, let's work on it and let's make it easy to find things. The CRA is an integral part of the City, it should be on the calendar.

Thank you.

**CHAIRPERSON DAVIS:** Mr. Ezekiel Edmonds. Mr. Ezekiel Edmonds. I know I saw him here earlier.

**MAYOR MASTERS:** He was here earlier.

**CHAIRPERSON DAVIS:** There he go.

**MR. E. EDMONDS:** Good evening.

**CHAIRPERSON DAVIS:** Good evening, sir.



**MAYOR MASTERS:** Good evening.

**MR. E. EDMONDS:** Sorry, I was outside, when I heard my name.

I'm here tonight to speak to you about the afterschool program. First, just so I can get it out, I'd like for the Council to instruct the new City Manager to look into the issue that I'm, I'm gonna discuss with you tonight. And, I would like to have some feedback and follow up with either one of you in reference to what the findings were. When we talk about our, our City and we talk about the students and the children being the face of the City, it's very important that we, uh, you know, create pathways for them to be fully expressed and kinda, you know, realize that they can stretch their imaginations to the greatest heights but in order to do that, we have to have some wrap around services in the institutions that they frequent. Now, In February, 2016, you all approved a aft'.., an afterschool program coming through Parks & Rec. When you approved that, we moved forward with Councilwoman KaShamba Miller to kinda give you all a little bit of transparency with some of the problems that exist among the students coming from Riviera Beach. Now, I'm sure you're all aware that Riviera Beach has become like an, a black eye to the School District, for lack of a better word but we wanna stress the urgency and the capabilities of your Parks & Recs afterschool program to resolve some of these issues. Maybe not all but definitely approach them in a way where, um, a collaborative effort has been, you know, galvanized. Alright?

Now, what I really wanna understand is, if we are being as transparent as possible from the District side, from the community side, and you approved this, why is there such a impediment with funding? When we looked into it, there was no funding attached to it, in reference to that the Parks & Rec had to get their own. This is a, a very great program for these children. I, I've even seen some, some information that suggests this is a revenue generating program. Alright? You have almost 4,000 students in this City that the District serves but you're only.., we're only able to serve about 500 of them. So, we wanna make sure that the partnership that's taking place between the Black Educators Caucus, Fathers Forever and the School District, can extend to [stammer], Riviera Beach and make sure we start to rectify some of the problems that the 33404 area code has been known to have as a challenge for its students. So, if you could, could please instruct the new City Manager to look into the impediments that have affected the funding...

[Beep]

**MR. E. EDMONDS:** ...for almost a year and a month now.

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

**MR. E. EDMONDS:** Right. Thank you.

**CHAIRPERSON DAVIS:** Mr. Amon Yisrael.

**MR. A. YISRAEL:** Good evening.

**MAYOR MASTERS:** Good evening.

**MR. A. YISRAEL:** Mayor.

**MAYOR MASTERS:** Good evening.

**MR. A. YISRAEL:** Chair, Council. I'm Amon Yisrael, Riviera Beach, Florida.

The Monroe Heights area. Just to speak a little more on the afterschool program, again, it was approved and voted on over a year ago. The Palm Beach County School Board provided the climate of our Riviera Beach [clears throat], of our Riviera Beach schools, that the zip code 33404 was the worst schools, the worst zip code in Palm Beach County. And the question is why is our school, afterschool program not being funded? Our afterschool program will provide services such as coding, robotics, tutoring, math, reading, public speaking, mentoring, just to name a few of the services. Our program will also pro'.., will also include the STEM program, S-T-E-M, science, technology, engineering and math. These are the kinds of programs that will take our students to the next level. Our program can house 200, 250 students who can also be approved for vouchers up to \$30 a week. 250 students times \$30 is \$7,500 a week, 52 weeks, three thousand nine hundred.., three thou'.., \$300,090 a year. That means it won't be a burden on our City. We should definitely move forward for our afterschool program.

Thank you so much.

**CHAIRPERSON DAVIS:** Excuse me. Mr. Willis Williams.

**MR. W. WILLIAMS:** Good evening. Willis Williams, Riviera Beach.

**MAYOR MASTERS:** Good evening.

**MR. W. WILLIAMS:** Mr. Evans, welcome, welcome on board.

You know, I got kinda built up back there a minute ago, I had so many things I wanted to talk about but Mr. Amon and the gentleman before him touched something very dear to me and that's the schools in Riviera Beach. A lot of you may not know that, uh, Riviera Beach were [pause], was on the construction board for a high school here in Riviera Beach. And I'm not gonna spend a long time on this 'cause I think Mr. Evans, once he gets on board and gets settled, he will direct Staff or whomever from the Council should be the liaison person or somebody from the Council will say, 'I'm gonna take on that challenge,' 'cause we need to get back on top of that. I also mentioned to one of the Council people last week about a truant officer that we had back in my day to make sure kids went to school. So, it's a lot of things that we can do in our community that we don't do to assist our children. Why that we are failing? Most of our kids go out to other schools. They're not right here in Riviera Beach. So, we really need to get back on top of that.

The other thing is, Ms. Hubbard, I know where you're going with the, the, [stammer], the getting the minority participation and all that but until all the rule' is changed, we're stuck. Instruct Staff., let's find out how we change the rule'. We change the game, we get in the game but right now, we're outta the game.

I called Code Enforcement the other day to report that there was a traffic light on 13<sup>th</sup> Street and Broadway, blinkin'. People 'bout to have a accident and I said.., told her to c'.., and to instruct the Police Department. The young lady was not knowledgeable at all. She couldn't.., she didn't know where 13<sup>th</sup> and Blue Heron was, she didn't know where 13<sup>th</sup> and the, the, uh, drive-in theater where they were doing a lot of dumping 'cause I called about that as well. So, when these people get on these jobs, I understand what Ms. Larson said about new employees usually gather up in front of the audience here and we would know who they were and you could point 'em out. Maybe, Staff need to make sure that all the employees get to ride around the City and know where they're working at because, when you get a traffic jam up on 13<sup>th</sup> and Broadway and you don't know [chuckle] where that at and you're work in this town, that's pitiful.

**MAYOR MASTERS:** [Chuckle].

**MR. W. WILLIAMS:** And maybe we need to, to get.., on, on that general review board, let's get something out to the churches. Immediately, starting this Sunday, because everybody don't go online and everybody don't look at Channel 18. Only time my brother say he look at it is when I come over here and talk. So [chuckle], let's try to do something like that, get everything to the churches so people'll know that we're accepting applications that people can get on the Agenda Review Board and try to change things in this community. And, and, you know, [stammer], I feel you, Ms. Hubbard, but until we get in the game, we're outta the game.

Also, one other thing, just one thing. I, I attended a Black Women...

[Beep]

**MR. W. WILLIAMS:** ...Rise Conference two weekends ago, down at the [inaudible] in West Palm Beach and I just wanna applaud and commend black women around America, and especially Ms. Hubbard 'cause she was one of the founders and one of the panelists down there and I got a chance to meet one of my idols, Ms. Angela Davis. Had read about her, wrote'. uh, talked about her all my life but never got a chance to meet her so I, I applaud you women taking a chance.

Thank you.

**CHAIRPERSON DAVIS:** Alright.

**MAYOR MASTERS:** Thank you.

**CHAIRPERSON DAVIS:** Mr. John Miller.

**MR. J. MILLER:** John Miller, Singer Island, Bonnie. Alright? That's right, one. But here's the thing about that. I, you know, I do have to speak up on that, um, believe me, if the people..., I was at the meeting on that building. And, I'd say, it had to be 95% of the people there wants this building down and wants that building to go up. I'm sorry, Bonnie. Now, I'm gonna use, as an example, alright, the bleach plant. Right? The bleach plant. The residents that lived around the beach, uh, the bleach..., the proposed bleach plant..., plant were complaining about it, rightfully so. But Bonnie, on the hands of this building going up over here, the Singer Island residents want it. [Stammer], well, land density, all the different things that we're talking about there, if there should be more money coming in to the City, I certainly understand that. I do have to laugh at Mr. Lawlor [chuckle] a little bit, even though I want the building to go up, saying, 'Hey, take it or leave it,' he wouldn't pull that with Donald. The art of the deal would not work there. [Chuckle]. So, what I'm getting at is, is we want that. You know, we want that to, to move forward. Yes, are there things that, or, life isn't perfect and this isn't perfect but what we got over there is a rat trap and it shoulda went away a long time ago.

And on the last thing, the new City Manager.

**MAYOR MASTERS:** Mr. Evans.

**MR. J. MILLER:** Mr. Evans. Just to say to you, welcome aboard. Secondly, I listen to the PBA guy. You know, 'cause before when this happened, with..., I'm not gonna mention the name of the person, when he was hired, I got up on the floor and said, 'How can that be?' You know why I said that? 'Cause the police officers came to me, that I know, and said, 'John, can you believe this is happening?' I mean, the rank and file. Alright? So now, when I brought that up to the Council, I was told, 'Nope. It's you, the City Manager that hires people.' So, think about that rank and file. Think about that, in other words, if somebody came in as the janitor, and wa'..., was hired six months ago, that..., if somebody said, 'They're gonna be the City Manager,' and all the people in between, that had been there for years, you can't do that. You wanna ruin the, uh, you wanna ruin the morale of the Police Department? I don't care who the person is, you just can't do those type of things.

Thank you.

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

## **9. ITEM NO. 9**

**CHAIRPERSON DAVIS:** At this time, we're gonna go over to Item No. 9.

**CITY CLERK ANTHONY: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AN APPLICATION FROM THE SINGER ISLAND GATEWAY, LLC FOR SITE PLAN AND SPECIAL EXCEPTION APPROVAL TO DEVELOP AN EIGHT STORY BUILDING WITH 135 CONDOMINIUM UNITS WHICH IS REFERRED TO AS SINGER ISLAND GATEWAY ON 1.86 ACRES OF LAND, LOCATED AT 2525 LAKE DRIVE AND 2429 LAKE DRIVE AND PROVIDING FOR AN EFFECTIVE DATE.**

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** We have a motion and a second. Staff, you have the floor.

**PRINCIPAL PLANNER SPRADLEY:** Good evening, ladies and gentlemen. Deandre Spradley, Principal Planner.

Again, the applicant is requesting Site Plan and special exception approval to develop 1.86 acres, uh, multi-family and multi-family vacant land. They are proposing to build 'eight story building with 135 condominium units and this development will be referred to as the Singer Island Gateway. They are proposing 10,000 and 55 sq. ft. of civic open space. This particular open space will be open from dusk 'til dawn. They're also proposing a overflow parking area that will be open to the public from 8:00 a.m. to 5:00 p.m. Here's a general location of the site. [Pause]. Here's the aerial map. [Pause]. Far as land uses, to the north there are commercial uses and there's also downtown mixed use, future land use. To the south, there is multi-family residential uses and they have a high density multi-family dens'..., residential up to 20 units to the acre. Basically, a MF20 future land use. To the east, there's MF20 future land use, as well as downtown mixed use. To the west, there's the Lake Worth intracoastal waterway and the subject parcel has a downtown mixed use and MF20 future land use.

This project is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations. City services, such as road, water, sewer and garbage collection are currently available to the site. Adequate parking has been proposed by the applicant. In addition to the parking, the applicant has also proposed bicycle parking stalls. [Pause]. Based one Resolution 236-03, all development on Singer Island are required to, basically, have a meeting that is sponsored by the applicant and the applicant went above and beyond and did two meetings. The first one was on December 13<sup>th</sup> of 2016 and the second one was on January 9<sup>th</sup> of 2017. And eight stories on Singer Island do require a special exception. The special exception analysis are as ingress and egress. It is available directly off of Lake Drive. As far as off street parking and loading, the applicant has proposed two levels of indoor parking, as well as the overflow parking aerial..., area where the residents and the general public, we., will be allowed to utilize and the applicant is proposing 46 onsite bicycle parking stalls and there is a vehicle loading area right on Lake Drive. [Pause]. The., far as refuse and service area, the applicant is proposing two to seven trash receptacles. They will be behind masonry walls and there will be onsite trash pickup along Lake Drive. The customary utilities are currently onsite. As far as the screening, buffering and landscaping, the applicant has proposed substantial landscaping. They also are going to be doing a, a street canopy with live oaks along Lake Drive. [Pause]. Signs are outside displays, there will be no signs or outside display proposed by the applicant. And the lighting that is onsite, it will be shielded away from adjacent properties. The required yards and open spaces, again, the applicant will be proposing substantial

landscape areas in addition to the 10,000 plus sq. ft. of civic open space that will be open to the public from dusk to dawn.

There were no objections from departmental Staff. At this time, I would like to turn the presentation over to the developer and if the City Council will have any questions after then, I will be available, as well as the developer.

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

[Inaudible comment]

**MR. K., LAWLOR:** Good evening, Chair Davis and Members of the Council. Thank you for the opportunity to be before you this evening to consider our Singer Island Gateway project. Again, I'm Kevin La'.., for the record, I am Kevin Lawlor, Vice President and Chief Operating Officer of Singer Island Gateway, LLC, the applicant.

Four years, two months and one day ago, we took ownership of one point.., well, at that point, it wasn't 1.86 acres, of a derelict, fractured condo building and an adjacent lot. The process derived here tonight has been long and indeed, at times, vexing. Four months and 27 days ago, we filed for a site plan application with the City. I very much appreciate the deliberation and care with which Staff and the Council has continued to review and move our, our application process forward.

As noted by others tonight, we have had three public hearings thus far. We were before Planning & Zoning Board on January 26<sup>th</sup>, the first reading of the land use and rezoning Ordinance before Council on February 15<sup>th</sup> and before you, sitting as the CRA Board, on February 22<sup>nd</sup>. In each of those hearings, we received unanimous approval, or affirmative approval, of our project thus far. Tonight, we are at the f'.., near the finish line. [Pause]. If I can figure out which button to hit, which one do I... Just hit anyone? Okay. I had drafted this propo'.., or this presentation with, uh, before I knew the actual sequence of events and I'd like to continue through it. We're requesting approvals on the land use and rezoning change, which you've already voted on, a Site Plan approval under the CRA's form base code, with a special exception and the new plat, which you already have voted on.

Let me introduce, we are located on Singer Island at the southeast terminus of the Blue Heron Bridge at Blue Heron Boulevard and Lake Drive. We are a 1.86 acre property in three parcels, owned under a Unity of Title. We are proposing 135 residential units and a 16-slip marina, which is permitted, both by DEP and the Corp. And we do have construction permits for that, although we have not filed construction, for construction of it yet. We are proposing pubic access to the water and to.., over 10,000 sq. ft. and, has been discussed much tonight, an eight-story building. Here's a quick footprint of what exists today versus what we're proposing.

Although, you've already voted on the land use change and rezoning, I'd like to spend a few minutes here. Our literal jigsaw puzzle has been, how do you take a form base code, which covers two-thirds of our property and try to develop something with a standard what's called a Euclidean zoning code on the same properties. We can talk

about different formulations of density and height, the two codes do not work together. What we've been seeking through here, through the process tonight, is not anything other than defined, a unified way to take these three parcels that we own and develop a coherent development plan, consistent with the CRA's objectives. And, I'll give you the applicable reference for the CRA. What we're asking here simply is, and you..., what you've already voted on, is to take two-thirds of our property [pause] and make it..., or take one-third of our property and make it consistent with two-thirds of our property because, as it is, we can't develop this in any unified way. And, and also, the CRA LDR's, Land Development Regulations, imposes substantially higher standard of development design. Why a rezoning change? I'll skip through all this in the interest of time and come to the point where I hope I can spare Mr. Lozman and Ms. Larson the opportunity not to embarrass themselves in future on issues that they don't know..., or, at least, they haven't done their homework on. The entire corridor here, is currently zoned downtown mixed use, including our Singer Island property. Indeed, the properties to the south are MF20, if I recall. What we've asked you and what you've done to change, is simply extend that, that downtown mixed use to Lot 474, which has always been legally associated with 525 Lake Drive since it was a condominium and extend it 72' to the south. A similar, but not identical, pattern emerges with the zoning where our property, 2525 Lake Drive, was zoned downtown core. There's nothing unusual, we're not asking for any change on that property, we're asking that to be extended 72' to the south and we're asking that downtown general be extended to what's known as Lot 474. Why are we doing this? This is simply to provide a unified, coherent basis to develop a site plan on this property. A site plan that's indicated in the CRA as being of significant and as a gateway site. It is one of the few sites that has the opportunity to be, be a..., to access the public benefit height opt'..., option as a gateway site. The applicable standards for that are views to the horizon and attractive skyline and harmonious transition in height and mass and I assume both Mr. Lozman and Ms. Larson would object to any notion of harmonious transition other than single-family houses.

In my presentation to you at the CRA Board, I used a Rubik's Cube to describe the challenges that the CRA's Land Development Code imposes. Tonight, I've changed that image a little bit to share with you the building blocks that have gone into the design analysis. We started giving attention to the skyline and the horizon here [pause] when we developed the, the design models initially and, what we've done here and what shows up larger here, is we've shifted the building south by approximately 45' and opened the building up. Notwithstanding Ms. Larson's comment that somehow we've created more marketable units, in fact, it is substantially more expensive to have split that building above the second level. What we've done here, basically, is, is enhance the view corridor down Blue Heron Drive and maintain the view corridor through here. [Pause]. The current Gateway statement I would describe as derelict and hostile, is the kindest thing I can say about our own property, that the wall here, particularly today, I find particularly hostile. What we're proposing to do is create an inviting, welcoming arrival to Singer Island. Whoop, how do I go back? [Pause]. I went too far. I use that one?

**UNK.:** Mhmm.

**MR. K. LAWLOR:** Okay. Technologically challenged here. Okay. We have created, architecturally, a leading edge to the building here that defines and, it doesn't show up here, but there are two mast heads here, that define an arrival element on Singer Island. And an important part of that arrival element, we believe, is the public open space here which introduces, I think, an oasis into an otherwise harsh experience upon arrival, as it is.

Let's take a quick tour around the building. I think you've seen these before. This is the north side which shows the articulation of the building and the civic open space. This is the east face of the building which, according to the code, requires us to treat ground floor here. We have subdued the entrance there and this is the entrance to the garage. We've introduced this canopy of trees here. That is an important part, I'll talk about that when we get to landscaping which is more than just sod, as Ms. Larson suggests and then to the south side, uh, and to the front face of the building which is really the welcoming element to Singer Island. We've done a number of things to reduce the mass of the building and one of the major design decisions we [stammer] went through was whether to have the parking above..., all above grade or to adopt a below grade solution which is substantially more expensive. In this case, we, we decided to put one level of parking below grade, that substantially reduces the mass of the building. [Pause]. This gives you a sense of scale the building and its transition to the neighborhood. As you'll note, we have..., we face the intracoastal. On this side, we have over 150' of distance fr'..., across Blue Heron Drive. We have no immediate neighborhoods to the front. We are maintaining, as part of this process, what I call a green parking lot, uh, which would be open to the public during the same hours that the public open space would be. This is an important element in my way of thinking to create a urban canopy on Lake Drive at the entrance there. It provides not only for transition but I think it provides a statement of defining the..., both the project and a secondary gateway ont'..., onto Lake Drive. [Pause]. This is the landscape plan. I know it may be difficult to read. I'll simply note, for the record, that I believe we have not only met code but we've designed the landscaping in order to do what's right for the site. This is the public open space. This would be open from dusk to dawn. We've created multiple access points here, here and here. It is access to the water. [Pause]. All the way through here. We've added a water element as a defining el'..., a defining landmark there. [Pause]. This is what the public open space looks like at ground level. [Pause]. And that's our Site Plan.

You've already reviewed our plat, maybe I can explain retroactively, um, what the plat means. This is the current survey of the property. There are five..., or four lots, legal lots on the western side, 525, 526, 527 and 528 and on the western side, 528. It's been, in part, subdivided over the, over the years in relationship to buildings that have occurred there. We own these properties under a Unity of Title. That means that our ownership on all three properties are linked, they're not just a stand-alone conglomeration of parcels. And this is the new plat that, um, it's divided as requested by Staff into three parts. Part A is the civic open space here, Part B is the footprint of the building and Part C is the green parking lot that will be open to the public during daylight hours.



Let me turn to local participation which you have on hold here and simply note, as I did earlier for the record, that this is not part of the zoning code and that I think we have meritoriously complied with the..., with meeting all the requirements of the zoning code. We've offered, voluntarily, I'll underscore, in response to issues that you've raised, a three-part program. Part one is to provide access for contractors, your contractors located in Riviera Beach to have access to the short list of general contractors that we're considering and for them to have an opportunity to go and meet with those general contractors to see if they can do joint ventures. Part two, is a commitment of 5% of the construction contract to local trades and vendors and part three, I think I've discussed. This is, is, is a contribution to the City to ha'..., to start a program to qualify local contractors, uh, to be able to bid, not only on the Singer Island proj'..., Gateway project but all other projects because the two problems that I've encountered as a developer, and as an advisor to City are usually that the smaller contractors cannot secure the kind of construction bonds larger contractors do and second, that they have cash flow issues from managing from the time that they incur a cost through a payout cycle and that we're, we're not offering to design the program, we're simply volunteering to give you funding to set up that program to better educate and pri'..., provide access to your, to, to local contractors. [Pause].

Let me share something with you, personally. Every deal that I've done for the last 30, 40 years, I've had to ask myself the question, 'Are the parties aligned in the deal?' I found, by hard tough experience, that if the parties weren't aligned in a deal, that the deal never became durable. Something eventually happened to separate the parties' interests. I think our interests here are very much aligned. I've thought long and hard about this because you're not a co-investor in our, in the deal. But our interests are in line. And how are they aligned? They're aligned in the fact that, yes, your tax base will dramatically change. I think I showed you previously that since we took this property back through foreclosure, that the assessed value in this property has declined over 22%, not by anything we've created, that's what the assessors put on it as we bought out the remaining units [inaudible] the condominium regime. We're creating a gateway design statement to Singer Island. Now, you may think that that's something you can diminish and as developer trying to promote his own project. It is, in fact, a visible symbol of, if you will, statement for Singer Island. The [stammer], I think it will support both tourism and the attractiveness of people that come there. It also, in my experience, a project like this, will propagate other projects like this. The other things it will do, I think are important here, it will demonstrate the viability of the CRA's Land Development Regulations. Recall, these were adopted in two'..., in December of 2013. We are the only large scale project to have come through under those LDR's, since that was adopted. This is a form based code. The code is not easy to design under. I think if we can demonstrate in this case that our project is viable, you'll have others proceed under the CRA LDR's. I think what also this does is substantially further the CRA's objectives. This site was designated as a gateway site in the c'..., CRA plan. That is exactly what we're proposing to proceed with.

Lastly, I think it sets a precedent for public private partnerships, by a local preference program, that's not code required. This Council asked me to go and consider what I did. I came back and offered what I thought was the best we could do.

I've heard tonight that, that isn't good enough. [Pause]. If you wanna co-invest in the project, I'm open to that but for..., where our interests are aligned and what we're trying to achieve, that's my best offer.

Thank you very much.

**CHAIRPERSON DAVIS:** Okay. Public comment. Mr. Tommy Walker.

**MR. T. WALKER:** Good evening, Council, Mr. Evans. Fane and I don't agree on a lot of things but, um, I gotta, I gotta give him his props on this one. I believe, um, it's better to be thought of a fool than you open your mouth and rec'..., and remove all doubt. I gotta trust him on this. [Pause]. He's..., we gotta take into account what he said about this project, him and Bonnie both. We got..., we could stand to lose millions. This is just food for thought, something I want you to think about. We could lose millions. What's a MF20, MF15, downtown mixed use, where's the traffic assessment? I like the project but I wanna make sure that we are in line of doing what, what's right. Now, now is the time to make sound decisions. We ain't gotta rush this, we don't have to rush this decision. I know it's been a lot of planning here and there, let's do some research. I mean, if you're sure, out of everything you heard in this presentation, if you understand everything that you've heard, then do what you, you gonna do. But, if you have any doubt about what's been presented to you, let's just take our time. It, it's, it's not a big rush.

I feel that there's something just not right about it but I'm sure we're gonna get to the bottom of it real soon. And it's okay not to know but we can find the answers to the things that, that you don't know. 'Cause I'm very interested in what Fane said about the millions of dollars that we could lose. And what's wrong with getting a traffic report? You know, we all gotta give to Caesar what, what's due to Caesar. Let's just make sure we're gettin' what we need. And gettin' what we deserve to be getting. The project looks good but I don't think we have to rush it through the way that it's going.

Thank you for your time.

**CHAIRPERSON DAVIS:** Next, Ms. Bonnie Larson.

**MS. B. LARSON:** Mr. Lawlor said he's a developer promoting a project. He is an owner promoting a project. You know what really bothers me about this, is that when we were over at the CRA, they told you everything was in compliance. Have you read that yourself? Probably not. They're telling you now at the City that everything's in compliance, not to worry about anything. Have you gotten a letter from the police, have you gotten a letter from fire? I wasn't able to obtain that. On another project, you need a signed letter from them saying don't just take somebody's [inaudible], 'Oh, there's no objections from them.' No. You wanna know. You wanna know. He's saying tonight that, uh, oh, I've seemed to have, have hit a nerve and anybody who knows me, knows I do my homework. And something I learned is, never underestimate Fane Lozman. Never.

[Stammer]. Palm Beach Shores Mayor was here. She asked about traffic and Staff's response was, 'We'll talk to you later.' Like you said, Ms. Hubbard, we all like to know the answer so why can't we hear that in public? Why are we hearing that..., somebody's hearing it in public, in, uh, [inaudible] night, no one's expecting a meeting tonight anyway. He talked about splitting the building again. Did it cost them more money? Yes. But look at the extra money they're gonna make by making those water accessible views. Talked about, um, local to him means Riviera Beach. Then write Riviera Beach, don't write local, write Riviera Beach in there. Um, that few pallets of sod that he's gonna put in there and says that's public access. Where are people gonna park for that? They don't even have enough parking for people in their building. They don't have enough. Talked about out front, he's gonna put in live oak. Live oak, if you know what they are, is the ugliest tree that you can imagine.

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

**MS. B. LARSON:** It's also the cheapest tree that you can imagine. A lot of condos...

**COUNCILPERSON PARDO:** [Inaudible].

**MS. B. LARSON:** ...a lot of... I'm talking, Ms. Pardo. You'll have your time, you'll have all the time in the world. We only get three minutes.

Live oak should be banned from our list of approved trees. It is ugly. Mr. Spradley first said he didn't know how much we were gonna get in, um, I can't even think what it's called now...

**UNK.:** [Inaudible].

**MS. B. LARSON:** Impact fees, thank you. He s'..., but then, someone came along and said it would be five hundred and fifty dol'..., fifty thousand dollars. That's not gonna cover the cost of ripping up that street there, not even gonna cover that cost, like he said. Let alone, all the sewer, all the water, we're gonna be into millions and millions of dollars, not five hundred and fifty. That's not gonna cover anything. So, I'm not opposed to something being there and, as far as that property being derelict, where were Singer Island people then? Why weren't they complaining? Why did we have a code officer who let that sit there for years? Why wasn't the Council, at that time, after them? Why did we have to look at that and now he's blaming us for that. So seem to have struck a nerve because maybe we're asking you questions that'll make you think about some things. And it also sounds like it's a special exception, all we're gonna get is a li'..., a few little pieces of sod and it also sounds like you have to approve this. Give it...

[Beep]

**MS. B. LARSON:** ...some time. Give it some time and look into it. We don't have a Community Development..., well, we do now. We don't have a City Engineer, we don't have a CRA Director, we're missing a lot of people who can comment on this. This is

the first project of its type. CRA says it's the first project of its type and the CRA under the, under the plan which was made a couple years ago. So, this needs a good look.

Thank you.

**CHAIRPERSON DAVIS:** Fane., Mr. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. Singer Island. That's right, I'm the largest owner in Singer Island, of property. 25 acres. You own 1.86 so I'm not really impressed. I can only go what's in backup. Okay? And the backup said, the adjoining property was multi-family, 20 units per acre. So, if something's different, then it's the backup. So, you know, I can only look at what's going on there.

As far as your beautiful project, to me it looks like a blob of concrete, a big block of concrete coming over the bridge. You know, there's nothing.., it's not gonna be in Architectural Digest, this project, no matter how much you may hope it is. So, so it's not some great beautiful project. It's a, it's a, it's a new building stuck on the end of that corner. That's what it is. Now, the question is, as a Council, you absolutely do not have to approve a special exception, you absolutely do not have to approve a comp plan change, you absolutely don't have to approve the Site Plan. You know, he's made it seem like you must do that. 'We meet all the conditions so you must do it.' Ask any lawyer in the country, you don't have to approve a special exception, you don't have to approve a comp plan. That's up to you to do it. And you can demand.., something I would've demanded is on parking. You know? I don't know if it can be with this applicant or not but why isn't there two parking spots per unit? Go around South Florida, when you're spending big money on a condo, you have two cars. Why are we only at one and a half cars? If that's accurate what Ms. Larson said, right there, I have a huge problem [chuckle] with that. Um, when they came in to do this project, the Comprehensive Plan, the map going forward did not allow it. They had to change that Comp Plan tonight and then they changed the zoning so, basically, he, he took a gamble and he changed.., he bought the property and hoped that he could b.s. this Council to change the Comp Plan and the zoning. And he did a good job. You know, he.., I don't know if he intimidated you or what. The only person that seemed to have any, any backbone was Lynne Hubbard. She stood up and she asked the questions. But then, when he made the comments about your subcontractors.., subcontractors in this City, let's be real, are African Americans and he goes, 'Well, you know, your subcontractors, they can't meet the, uh, the bonds and this and that.' You know, that's kind of like, hey.., or maybe you can help 'em meet the bond, maybe you could put the subcontractors under a general contractor that has the bond. I just don't like his whole attitude, that he came in here thinking he's entitled to something. He's not entitled to anything. He's entitled to what you give him on a special exception, what you give him on a comprehensive plan. Any of you that just voted to do that, you can go to the next meeting and reconsider your vote if you're in the majority. If you do your own homework and you don't like how you voted, say, 'You know something, I'm gonna reconsider my vote. I don't like your attitude, I don't like this building, I don't like these setbacks. We're gonna have some changes before I give you a special exception or I'm not gonna give it to you.'

[Beep]

**MR. F. LOZMAN:** But the attitude this guy has, he's a jerk, I don't like his attitude and I know the 5,500 homeowners, who I saved their homes being taken from a white developer 11 years ago, I bet they don't like their attitude either.

**CHAIRPERSON DAVIS:** That's the end of, um, [pause], public comment.

**PRINCIPAL PLANNER SPRADLEY:** I...

**CHAIRPERSON DAVIS:** Yes, sir.

**PRINCIPAL PLANNER SPRADLEY:** I did want to state, at the last City Council meeting, I did promise the City Council that the traffic statement will be incorporated inside of the backup material. That material is in there, as well as all of Staff comments from the Police Department, Fire Department, Utilities, Planning & Zoning, all of the comments from the initial comments have been provided as backup material.

**CHAIRPERSON DAVIS:** Thank you, sir. Any questions from the Council, as regarding this Item?

**COUNCILPERSON PARDO:** Mr....

**UNK.:** [Inaudible].

**COUNCILPERSON PARDO:** ...Chair?

**CHAIRPERSON DAVIS:** Councilperson Pardo.

**COUNCILPERSON PARDO:** Well, first of all, I'd like to thank Mr. Lawlor for working with the community the past year or so, listening to them, asking them what they wanted to see on that corner and, because of their comments, he came up with that plan, the split plan. A lot of people.., is Ms. Larson still here?

**UNK.:** Mhmm.

**COUNCILPERSON PARDO:** Okay.

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON PARDO:** Well, Ms. Larson, a lot of people that live on the Island, and not just the Island, there were mainland people, um, at the meetings also and the majority of them were concerned about the view, coming over the bridge and that's why he decided to split it up. You know, split up the two buildings, to have the platform and then two buildings, with the view corridor in the center. And the park. I am so happy that we have that park. And like he told the people that came to the meetings, that park is going to be used primarily by the people that walk up and down that bridge all day long. You have a lot of elderly people that walk up the bridge and, at some

point, they're looking for a rest stop. And currently, they don't feel comfortable going inside Phil Foster Park because of, you know, things that are going on there and then there's a bench at the bottom of the bridge that they don't feel comfortable sitting in because a lot of times, it's taken up by homeless people. So, this park is going to provide those people a place to sit down and rest. And if they wanna walk to the end, they'll be able to look at the beautiful waterfront. And, we all know, there's a lot of people in this community that cycle, so they'll be able to go over there and, you know, put their bicycles on a rack. So, you know, and that's just, you know, some of the amenities that we don't have right now.

Someone was talking about the inlet. I totally agree. You go to Palm Beach Shores, there's nowhere to park. They don't want the public in Palm Beach Shores, so they make it difficult for you to park. So, if you wanna go down to the inlet, you need to either walk, park at the Ocean Mall or take your bicycle down. So now, we're providing more access to the intracoastal. Because right now, the only access you have is if you go over to Phil Foster Park. That's it. Or, if you go to Sailfish Marina. Right? There's no other access on Singer Island, public access. So, you know, I look at that as a, another great amenity that, not just Singer Island people are getting, but all of the people in Riviera Beach. People complain all the time that they don't have enough access to the water. So, we're giving you additional access.

I am so happy with this project and Mr. Lawlor, I am fine with what you are offering the City. And I'll tell you why. We had a developer come in here over the.., I guess it was last year. Right? Because not everyone on this Council was in place at the time, and he came in and he got two 20 story buildings on a lot. And he needed that special exception also and he got it. And I couldn't even get Council, and that was the former Council, I couldn't even get Council to put anything in writing. He said he was gonna hire locals and he was gonna do this and he was gonna do that but they refused to put it in writing. And Judge Rogers came back to us.., and I wish the Mayor was here 'cause the Mayor heard it, Judge Rogers was pushing for that project. He thought it was gonna be a great project and Judge Rogers came back and said, 'You know what? The guy lied to me.' But again, look what he got. He got two 20 story towers on one lot, without anything in writing.

So, you know, so here's Mr. Lawlor, you know, stepping up to the plate and saying, 'Here, I'm gonna give you this money, let's start a program. More money than other people are giving us. You know, especially private. You know, if they're.., if this was as real public private partnership, it would be different. This is a private developer coming in asking to.., asking us to allow him to build something on his property. So, Mr. Lawlor, tonight, I hope it goes through. This is the third time that you came before us, we passed a lot of this on first reading, you were at the CRA meeting and, you know, on behalf of the constituents that I represent over in the Island who were at the meeting, who want to see this project move forward, I really hope that, um, my colleagues just move it forward. It's time. It's time.

Thank you, Mr. Chair.

**CHAIRPERSON DAVIS:** Okay. Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** The..., I agree with Ms. Pardo that it is time, it's time for a lot of things. It's time that we do something with the gateway to Singer Island and that we have a better project built there. But it's time that we, as a community, have a little more self-respect, um, for, for ourselves. Mr. Lawlor' attitude, I think, is, is despicable. And to, to say th'..., to say the least and I, you know, I, I hate to ha'..., I hate to have to say that but, you know, it, it's something that needs to be said. We [pause], we are being, we are being asked for a special..., for a special exception. I think that the [pause], that we, as a community, we as people are in the audience and we as a Council, we don't have to be, nor should we be afraid every time someone threatens to take us to court or accuse us of walking a tight rope as to something legal or, or illegal. We, we know very well that we aren't breaking any laws but, just because someone accuses us, us of that, so that they can have their way with us then we, we shouldn't be, we shouldn't be afraid. I think that the part of the self-respect that we have for ourselves should be to understand that we have to leverage the resources that we have, the opportunities that we have and the things that we have in the Ci'..., in the City at, at our, at our disposal. Well, surely it is not a joint venture between the City of Riviera Beach and Mr. Lawlor. It is just that. A private project, that Mr. Lawlor have rules and regulations that are already put in place for him to build as it is. As the project is, he, he can build it. Now, with our concession with our consent, our help, he gets to build, he gets to add, mm, approximately twenty million more dollars to the overall project. And that's a guesstimate because, as you know, everything has not been flushed out.

So, for Mr. Lawlor to stand before us and tell us in the tone and the manner in which he has spoken to us this evening, that he, um, that this is one, the best he can do, two, this is all he's willing to do, and that, basically, the tone of, the tone of his message was that we have to approve it because he's met this, that and the third. If we had to approve it, Mr. Lawlor wouldn't be here, he would be building and doing what he had to do now, he wouldn't be before us asking for a special exception. You know, I, I..., you know, I'm glad to see a project go there and I think that it's good to have projects come into the City and they..., that we all want to, want to work together. But, and there's nothing..., the way that property is divided up, part in the City, go to the City. The other part in the CRA, come before the CRA Board and just, and build a project out as it is if our special exception doesn't mean anything to him one way or the other. He do'..., you know, if he doesn't care whether he get the special exception or not. So, you know, let that be if that..., if that's the case, then let it be but if you, if, if he needs a special exception and he wants the City..., you know, want to work together with the City, then trust me, as Mr. Lawlor said, he has worked on a lot of these projects and he understand the local participation, he understands the importance of community involvement.

And, again with the, with the attitude that he presented here that, basically, one, that we have to and two, that if we are asking for anything more than 5%, then we, you know, are basically outta line. And I find that quite disingenuous. He knows it's not true, that we aren't trying to, to [pause] shake him down or get out of line, we're not

asking for anything, for any individual one person, what we're saying is, in order for us to consider impacting the community as much as we are about to impact the community, at the very least, the community should benefit from it. Now, the open space, the garden, I'm like Mr. Lloyd Brown, that doesn't matter to us because that will benefit most of the people on the Island and it wouldn't..., it won't benefit the rest of the people who are looking for business opportunities on the west side, on the west side of the bridge. The people hardly can fish in peace on the bridge, as it is. So, can you imagine them going to be able to fish off of that park? There's not a day like it. That's not gonna happen. The..., there won't be any access to the inlet. I cannot imagine if the people aren't allowed now to fish in peace off the bridge, or even under the bridge, that they're gonna be left to fish in peace and not live in those units.

That's just my two cents. I would love to be proven wrong after the, after the building opens. I just can't see it.

The other thing is, I think that 5% local participation is, is not, is not enough for us to grant a special exception, number one, under these circumstances and the circumstances that I'm referring to is the demanding tone and attitude that this is something that we have to do. Why is it that this something that we have to, we have to grant the s'..., the special exception, take the conditions under which we grant the special exceptions or, or just leave it and walk away. I'm saying that this community deserves to participate in the development of this City. I understand clearly that this is a private..., a private project. If it's so private, and they don't need the community to participate in the project at all, we are the community, we are representatives of the community and if we need those people and their representation to, um, work with this private project, then so be it. We..., let's, let's, let's talk about something that's a little bit more equitable and more decent but I, I don't think that this is something that we should grant outright when, in fact, basically, what we've be'..., been told is that we, we have to because he meets certain [stammer]. No, we don't. We..., no we don't. You meet standards..., you meet enough of the standards to present your case to us for us to consider but not enough of the standards for us to have to grant it with, with your tone, with your attitude and the miniscule amount of, of 5%.

So, I don't think that this is something that, um, that this business developer is ready to present to, to us in the manner in which it came to us, I don't think that it is something that we should move forward on tonight.

Thank you, Mr. Chair, for your time.

**CHAIRPERSON DAVIS:** Anyone else have anything to say?

**CITY ATTORNEY DEGRAFFENREIDT:** Mr. Chair?

**CHAIRPERSON DAVIS:** Yes, sir.

**CITY ATTORNEY DEGRAFFENREIDT:** There is a process that we legislated that relates to the granting of special exceptions. It's contained in §3161 and §3162 of our Code. Special exceptions are permitted uses, when they meet the conditions. The



exception to that is when it's demonstrated on the record that there is an adverse public impact. Please recall that I reminded you when you did the bleach special exception, that this was a quasi-judicial process that was based upon what's demonstrated at the hearing. Please recall also, at the hearing relating to the bleach factory, there was evidence of record that could not be resolved by the petitioner that you relied on in denying it. I'm not saying you have to grant it. I am saying that we cannot arbitrarily deny it. So, there has to be something of record that demonstrates an adverse impact on the public, which has got to be pretty much unrelated to his commitment to pay monies.

**COUNCILPERSON HUBBARD:** Mr. Chair? Before we, before we get off that point.

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

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

**COUNCILPERSON HUBBARD:** Mr. Chair, not...

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

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

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

**COUNCILPERSON HUBBARD:** Mr., Mr. Attorney.

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

**COUNCILPERSON HUBBARD:** I'm not stating that we're relating anything to money. I'm not even...

**CITY ATTORNEY DEGRAFFENREIDT:** Oh, I...

**COUNCILPERSON HUBBARD:** ...asking him...

**CITY ATTORNEY DEGRAFFENREIDT:** ...agree. I agree.

**COUNCILPERSON HUBBARD:** I'm not even asking him for any money. So I want that to be real clear. What I...

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

**COUNCILPERSON HUBBARD:** ...I'm talking about is access and opportunity and compacity to, to participate.

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

**COUNCILPERSON HUBBARD:** \$25,000 is, is, is, is not what, what I'm talking about up here at all. We were talking about 5% of the participation. Now, back to the initial

part that you mentioned about the, the adverse effects and, uh, that we, that we have to, that we..., that it's permissible and that we have to grant it if it's not... We still don't have to grant it. If that's why the question is being posed to us, at some point, at some point, we have got to have [pause] Staff, Mr. Attorney, advocate on our behalf. You're the s'..., you know, [stammer] being the subject matter expert and the legal expert in this matter, I understand what you're saying but sometime we got to know, he got his own lawyer. We need ours. We need to be able to fight, you know, to, to whatever that line is. We need our, we need our Staff fighting with us, for us and [stammer] with the people.

Now, I'm sure, given [stammer] enough time, we could list more than one adverse effect that it's gonna have on the, on the, on the comm'..., on the community. So, I..., and that's not where I'm going. I think it's a g'..., a goo'..., uh, a good thing to have that done in the, in the community but I still think that we are the only ones in the world that give away the Marina, the Ocean Mall and any leverage that we have to create opportunity for the residents of Riviera Beach. So, this is what..., that's what I'm saying. We have an opportunity to participate in this. Otherwise, I don't have a problem with him building on that property, as it's chopped up into three pieces, as it is, without the special exception. I don't have a problem with him doing his project. I wouldn't, I, you know I wouldn't dare have it... That's what, that's the only way that he should be allowed to build without our constituent's participating.

**CHAIRPERSON DAVIS:** Thank you. Does anyone else have any other comments? [Pause. Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson? [Pause].

**UNK.:** Is she here?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** That motion is approved with Councilpersons Hubbard and Miller-Anderson dissenting.

**8.     ITEM NO. 8**

**CITY CLERK ANTHONY:** We need to go back to No., 8, Mr. Chair.

**CHAIRPERSON DAVIS:** [Inaudible]. Go ahead.

**CITY CLERK ANTHONY:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING A \$25,000 FINANCIAL CONTRIBUTION FROM THE SINGER ISLAND GATEWAY, LLC FOR THE PURPOSE OF ESTABLISHING A PROGRAM TO ASSIST CITY BASED CONSTRUCTION TRADE BUSINESSES AND RELATED VENDORS TO FINANCIALLY QUALIFY TO COMPETITIVELY BID FOR COMPONENTS OF THE WORK ON THE SINGER ISLAND GATEWAY DEVELOPMENT, AS WELL AS OTHER CONSTRUCTION PROJECTS IN THE CITY, ACCEPTING THE SINGER ISLAND GATEWAY, LLC COMMITMENT TO DEDICATE 5% OF THE TOTAL DIRECT CONSTRUCTION COSTS OF THE SINGER ISLAND GATEWAY DEVELOPMENT TO HIRING QUALIFIED LOCAL SUBCONTRACTORS AND CONSTRUCTION RELATED VENDORS ON A COMPETITIVE BASIS AND PROVIDING FOR AN EFFECTIVE DATE.

**CHAIRPERSON DAVIS:** Do we have a motion? [Pause]. Do we have a motion? [Pause]. Okay. I guess no motion needed. Okay. Died for lack of a motion and second. Alright. Item 13.

**CITY CLERK ANTHONY:** No. We're not at 13, Mr. Chair. We are on Item...

**33.     ITEM NO. 33**

**CHAIRPERSON DAVIS:** 33.

**CITY CLERK ANTHONY:** ...No. 33.

**CHAIRPERSON DAVIS:** 33, I'm sorry.

**CITY CLERK ANTHONY:** DISCUSSION REGARDING THE MORATORIUM.

**CITY MANAGER EVANS:** Correct.

**DIRECTOR COMMUNITY DEVELOPMENT BAILEY:** Good evening, Council. Terence Bailey, Director of Community Development.

Staff requested this Item [pause]. Staff requested this Item be moved from first read to discussion and deliberation due to the information that came to light after the Agenda was posted. As you can see, there are, and note, the City's Land Development Regulations in certain sections are old and antiquated. It came to light in a review that the..., there is no definition for group homes in the City's code. Staff took an initial

position of the time that was gonna be necessary to come up with a legally binding definition given the current climate in the, the development code. It would take about less than six months but six months was a good timeline to work with legal and other communities as they begin to tackle a multitude of issues surrounding group homes and multi-family uses in the City. In addition, you can see here that in November, 2016, there was some new regulation that came out by HUD which also...

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

**DIRECTOR COMMUNITY DEVELOPMENT BAILEY:** ...make it a little bit more difficult to address this issue of multi-use residential facilities. As you can see, there are specific [stammer], prohibitions for discrimination of potential residential uses based on race discrimination, family status and other things. [Pause]. This is an extension of that policy in it also specifically discusses moratoriums. Given that fact of this information, we believe that this is gonna require much more study and narrowing of the effort to determine where these uses should be allowed and this is an element that will be discussed in more detail as we move through the Comp Plan and Land Development Regulation update.

**CITY MANAGER EVANS:** If I may. One of the things that when Staff did our due diligence on this particular Item, the concerning part is based on the information that we found in the Fair Housing Act and information from the Department of Justice, it explicitly talks about one of the main bullet points is not encouraging or not allowing for a moratorium to be placed on these types of facilities. The City of Fort Lauderdale, as well as the City of Delray Beach, are embarking upon this journey and Staff has obtained some...

**UNK.:** And Boynton.

**DIRECTOR COMMUNITY DEVELOPMENT BAILEY:** ...information as it relates to their challenges with respect to this. So, Staff is just asking for a little bit more time to conduct our due diligence to make sure that we provide a definition because we do not have that in our existing code as it relates to group homes and bring back a public policy or recommendations for a public policy for the Council to consider. So, we're asking for this Item to be continued to a meeting in the near future so we can be able to work with legal and other agencies to really narrow down that focus to make sure that we don't expose ourselves to any violations of the ADA, the Fair Housing Act or the Department of Justice's remarks with respect to this particular Item.

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

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Council'...

**COUNCILPERSON HUBBARD:** One thing about this particular Item I'd like to ask Staff to be very careful in whatever they do that, when we start talking about group homes and sober homes and things of that nature, that, that we do our due diligence to notify

everybody in the community so that people can come out and notify that somebody is asking for a building lic'.., a, um, we called 'em build'.., business service license now [stammer]... That we let people know that these are the type of businesses that people are, are proposing to come into their neighborhood so that we will know what we're waking up to, you know, in the mornings after... with these group... so, so-called group homes in re'.., in our residential communities.

**CITY MANAGER EVANS:** We certainly will work with legal with respect to that but both state and federal law preempts local governments on a lot of different components associated with this. But we will look at ways to be able to address some of the concerns that the Council has and probably what I would recommend is that we meet with the Council individually to get your perspective so, when we craft the public policy and look at some other agencies that we can make sure we capture what the Council's intends as, as it relates to this particular Item.

**CHAIRPERSON DAVIS:** Thank you, sir. We'll go to public comment. Mr. Nat Nason.

**MR. N. NASON:** Good evening, Members of Council, my name is Nat Nason. I represent a entity called 368 East 148<sup>th</sup> Street. Mr. Jay Deutschman [sp] is here with me. That entity owns a number of properties that generally surround the Captain Jacks restaurant on East Blue Heron Boulevard. We, we rent to operators who are vetted and reviewed. They are high quality operators. They're in the, you know, giving care, giving homes to people that are individuals in recovery. We did send some written information to the town. We went to the City, we appreciate your review of that information and, essentially, all I really wanna do today, tonight is to say that...

[Inaudible dais comment]

**MR. N. NASON:** ...you know, we, we think that the City should proceed with, with appropriate regulations on, on this.., these types of facilities in accordance with what the law says. We think that the interest of those people, individuals in recovery and those who seek to serve them, should be considered during that process and we look forward to having a seat at that table when Staff puts together a proposed recommendations and we would like to be involved in that process and we are part of the community that renders that service to individuals in need and we can give voice to, to those people.

So, thank you for your consideration.

**CHAIRPERSON DAVIS:** Thank you, sir. Ms. Bonnie Larson.

[Inaudible audience comment]

[Chuckles]

**CHAIRPERSON DAVIS:** Okay.

**UNK.:** Tell it to her.

**MS. B. LARSON:** Cross that.

**CHAIRPERSON DAVIS:** Pass? Okay. I just wanna make sure.

[Chuckles]

**CHAIRPERSON DAVIS:** Ms. Mary Brabham. [Chuckles]. Oh boy.

**CITY CLERK ANTHONY:** Mr. Chair, as Ms. Brabham comes, I need for you to take note of the time.

**CHAIRPERSON DAVIS:** So, we got two minutes?

**CITY CLERK ANTHONY:** 8:50.

**CHAIRPERSON DAVIS:** Is this.., this, this under discussions, right? [Inaudible], Ms. Brabham. Can we have.., so we don't need to make a.., take any action.

**CHAIR PRO TEM MILLER-ANDERSON:** I make a motion we extend by 30 minutes.

[Inaudible dais comments]

**CHAIRPERSON DAVIS:** [Inaudible] 15?

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Is there a second for 30 minutes?

**COUNCILPERSON DAVIS JOHNSON:** 30 minutes absolute.

**CHAIRPERSON DAVIS:** Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes. And for the record, Councilperson Hubbard did state yes, 'cause she wasn't near her mic that's what I wanted to make sure...

**CITY CLERK ANTHONY:** Yeah. I, I heard her. That motion is approved with Councilperson Pardo dissenting.

**CHAIRPERSON DAVIS:** Absolute. Ms., Ms. Brabham, you have the floor.

**MS. M. BRABHAM:** Ready?

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

**MS. M. BRABHAM:** Ms. Mary Brabham. Brabham. Riviera Beach. Mr. Evans, I would not omit you, okay? [Chuckle]. Welcome aboard. It's refreshing to see you there. It's also refreshing to this table with the delegation that is here, so, that...

[Inaudible background comment]

**MS. M. BRABHAM:** ...that's also refreshing. Huh? So.

[Inaudible audience comment]

**MS. M. BRABHAM:** Kudos. I hope that in this that we, we take great weight and consideration in considering that this, this will not impede our community residents where there is behavioral patterns that warrants great considerations in our neighborhoods and on our streets. We already have residents walking in our neighborhoods all time of the night, looking through our garbage cans.

**UNK.:** That's right.

**MS. M. BRABHAM:** Residents, destroy your important information. So, these group homes, [stammer], I, I know that, that marijuana issue was on there and that passed. Is this part of this? Someone need to ask that..., answer that question too, or is this [stammer], or is this just regulating the homes, these sober homes. We do not want all of these sober homes in our neighborhood causing derelict inconvenience for our neighborhoods. So, when you work this, these six months, because we, as residents, we will strongly voice our opposition in this. I know it was stated between state and federal but you also must look at the cap of this City. And if you go in and put all of these here [stammer] sober homes and group homes, a basis within our communities where we are already facing great problems now. We will not tolerate that. So, if you can find some location outside that's not inconclusive with our homes, well...

**UNK.:** [Inaudible].

**MS. M. BRABHAM:** ...well, you wanna do business, we don't, we, we don't want you intervening into our neighborhoods where our childrens are, as well as our schools are

because they do have a tendency to wander all through our neighborhoods. And I know for a fact, they look through our garbage cans and they ponder. So, that is a true, true fact. We, as neighbors, we have seen this and we have encouraged the other neighbors to be on the watch. All time of the night, people are walkin' these streets in our neighborhood. So, that we want considered. Now, whatever it takes...

[Beep]

**MS. M. BRABHAM:**...we look at this Board for that governance. Thank you. Good evening, Mr. Evans.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** Mm, a question that I have with regards to these sober homes, are these transitional sober homes, do we know the specific types of sober homes that are going in or that are proposed?

**CITY MANAGER EVANS:** As far as what we've received on the applications or, or remarks that we've gotten from entities that are interested, there's multiple definitions that it, it really is hard to..., you, realistically, can't even ask some of those things and so..., and, and [stammer] then the state and the feds, preempt some certain aspects of it. So, there's not a specific application that they're coming in saying, 'We're doing a sober home.'

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**CITY MANAGER EVANS:** So, that is some of the research that we want to be able to find out exactly what's a good definition that meets the legal standard and then be able to, to put that into the code for the purposes of defining that. Now, what I've seen some communities do, is that they..., how they regulate is they, there's buffers that, you know, sober home or what type of ent'..., or operation has to be within 1,000' ft. or it can't be within 1,000' ft. of the..., those types of things but realistically, the language that we have is nebulous in nature and so we're trying to be able to get us to a point where we can be able to address the concerns of the community.

And so, as we work through that, I think it's going to take a lot of research to make sure that we are careful with respect to the Americans with Disability Act and the Fair Housing Act and the Department of Justice because there is individuals that are looking for opportunities like this to go after cities. So, it, it's been a highly contentious item, um, throughout the state.

**COUNCILPERSON DAVIS JOHNSON:** Okay. So, does the City of Riviera Beach have a representative that sits on the Palm Beach County Sober Homes Task Force? Do we have someone who is representing our interests at the county level with regards to the task force?



**CITY MANAGER EVANS:** I currently cannot speak to that but I know Councilwoman Pardo has been intimately involved with the local Palm Beach Chapter of the Florida League of Cities and so, certainly, she can probably speak to that issue in, in greater knowledge than me at, at this particular moment.

**COUNCILPERSON DAVIS JOHNSON:** Well, I would like to suggest that we reach out to the Palm Beach County Sober Home Task Force and find out if there is a seat available so that the City of [stammer], the City of Riviera Beach can have a representative present to represent our interests and concerns as it relates to group homes, sober homes and any other homes that they are seeking to bring into our communities.

**CITY MANAGER EVANS:** And, [stammer], if it is the pleasure of the Council, one of the things that I can see if I can get a presentation from that outfit to the Council just to bring us up to speed on that item, provide some insight and then maybe the Council can provide some policy directions based on the presentation so we can make sure we accomplish what the intended outcome that the Council is looking for on this item.

**COUNCILPERSON DAVIS JOHNSON:** Is it necessary, at this point, Mr. Chair, to make a motion authorizing the City Manager to inquire about availability of a seat, as well as seeking a presentation to bring before this Board?

**CHAIRPERSON DAVIS:** It won't cause no harm.

**COUNCILPERSON PARDO:** Yeah, yeah.

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Question?

**COUNCILPERSON PARDO:** Yeah. Not a question, I have a comment.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** So, we attempted to get a seat but because we have so few sober homes in the City, we were not offered a seat.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**COUNCILPERSON PARDO:** So, Lake Worth has a seat, um, I believe West Palm Beach is on there, Delray Beach, of course. And then they have some providers on there also.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**COUNCILPERSON PARDO:** And I wouldn't be [stammer], well, this gentleman is a, a realtor..., well, a property owner. Right. So, I'm sure some of... I'm not sure if any of the Riviera Beach people that run these sober homes, or transitional homes..., right? They're transitional homes.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**COUNCILPERSON PARDO:** If they have a seat on it. I would..., I've attended several of the meetings and, like Mr. Evans said, I've been working on the, on the state level on this, up in Tallahassee, you know, with Jeff Clemens for a number of years along with Bill Hager. And then, on the national level through the National League of Cities, the committee that I've been sitting on. We've been trying to deal with it. And we were the ones that were able to get Lois Frankel, Lois..., Congresswoman Frankel led the charge trying to get HUD to amend one sentence in the ADA Act. And we had the secretary from HUD down here a year and a half ago and we brought him on a tour and he was able to see for himself how these homes have taken over neighborhoods in Delray Beach. So, he told us that he would work with HUD and try to come up..., no, work with DOJ and try to come up with language that would give the cities a little guidance on what they can do and what they can't do. And then, they issued this statement which really didn't give us any guidance and it was, 'Well, why don't you try doing something, you'll be sued but let the courts then decide how to move forward.'

Now, we've also had conversations with the new HUD secretary who lives in Palm Beach County and is very aware of the sober home situation. So, it's our hope that he too will take a look at it and perhaps we can get better language, or, or, better clarification from him. So, you know, that's...

**CITY MANAGER EVANS:** One of the, one of...

**COUNCILPERSON PARDO:** ...that's what's been going on.

**CITY MANAGER EVANS:** One of the things...

**CHAIRPERSON DAVIS:** Mr. Evans.

**CITY MANAGER EVANS:** ...certainly we can do is, is schedule the presentation but, prior to the presentation, we can bring a Resolution forward requesting that the City of Riviera Beach be given an opportunity to sit on that particular Board.

**COUNCILPERSON PARDO:** Sure.

**CITY MANAGER EVANS:** And so...

**COUNCILPERSON PARDO:** Absolutely.

**CITY MANAGER EVANS:** ...that would be a document that would show that we are committed and we are interested in serving in that capacity. So, that could be a mechanism we can bring forward at the next regular meeting of the City Council and

then I can schedule the meeting. And then, when that individual is here, they would already have the Resolution that we want to be a participatory member in this.

**COUNCILPERSON PARDO:** Yeah. And then, Mr. Chair?

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

**COUNCILPERSON PARDO:** The other thing I wanna mention, so, Mr. Evans, you mentioned Fort Lauderdale. So, Lee Feldman...

**CITY MANAGER EVANS:** Mhmm.

**COUNCILPERSON PARDO:** Alright. So, he's been on a lot of these committees...

**CITY MANAGER EVANS:** Okay.

**COUNCILPERSON PARDO:** ...also, with me, on the national level. And then, the other thing I just wanna mention, Boynton Beach also passed a moratorium. You didn't mention Boynton Beach.

**CITY MANAGER EVANS:** Okay.

**COUNCILPERSON PARDO:** But I know that Mr. Degraffenreidt and the planning Staff is aware that Boynton Beach also passed this, uh, I believe it was a six-month moratorium.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** So, with there being no specific regulations in place, because I did do a little research after getting a couple of calls from constituents in the District 3 area where homes were popping up and people were starting to, um, travel through the community.

**COUNCILPERSON PARDO:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** We need to.., I, I think that there is a need for us to really get a better idea of what's actually in the community and only those who live in the community can actually tell us about that. So, I think that we certainly can go and revisit the conversation with regards to a seat by virtue of the fact that we ha'.., because there are no regulations and folks have set up shop throughout the community, that should be support enough for us to be able to request a seat but, even in the interim, we need to make sure that someone from Community Development is in attendance at that meeting, even though we may not necessarily have the seat at the moment but we need to be able to hear it firsthand and to be able to come back and to report it to this Board and to this City.

**CITY MANAGER EVANS:** Okay. We will have.., we will.., I will direct Staff to make sure that we attend those meetings. We will bring forward a Resolution memorializing the Council's desires to, in fact, serve in that.., on that task force and then schedule a presentation as soon as possible before the, the balance of the Council on this particular topic.

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

**CITY MANAGER EVANS:** Yes, sir.

**CHAIRPERSON DAVIS:** Any other questions or comments regarding this Item? [Pause]. Thank you. Next.

### **REGULAR OLD BUSINESS**

**CITY CLERK ANTHONY: DISCUSSION AND DELIBERATION BY COUNCIL OF SELECTING A CHAIR AND CHAIR PRO TEM.**

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

**CHAIRPERSON DAVIS:** Uh...

**COUNCILPERSON DAVIS JOHNSON:** We have one final Item.

**CITY MANAGER EVANS:** Yes. We...

**CITY CLERK ANTHONY:** Oh, we do.

**CITY MANAGER EVANS:** ...have the...

**CITY CLERK ANTHONY:** I'm sorry.

**CITY MANAGER EVANS:** ...grant application. If I can have the Deputy City Manager come forward to present that Item to the Council.

**CHAIR PRO TEM MILLER-ANDERSON:** May I ask... Excuse me. Point of order. What number is that?

**CITY CLERK ANTHONY:** 34A.

**CITY MANAGER EVANS:** 34A.

**CHAIR PRO TEM MILLER-ANDERSON:** 34A, so how does 34A come before 34. Is it different on my page?

**COUNCILPERSON DAVIS JOHNSON:** Oh, 34.

**CHAIR PRO TEM MILLER-ANDERSON:** 34...

**COUNCILPERSON DAVIS JOHNSON:** I apologize.

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

**COUNCILPERSON DAVIS JOHNSON:** If that's 34...

**CHAIRPERSON DAVIS:** It's listed as 34A.

**COUNCILPERSON DAVIS JOHNSON:** 34A.

**CHAIRPERSON DAVIS:** It was the add-on.

**CHAIR PRO TEM MILLER-ANDERSON:** But we have a 34 that is there first. So, are we skipping that? What?

**CHAIRPERSON DAVIS:** We can always come back.

**CITY MANAGER EVANS:** [Stammer].

**COUNCILPERSON DAVIS JOHNSON:** Under discussion...

**CHAIR PRO TEM MILLER-ANDERSON:** No. We're not coming...

**COUNCILPERSON DAVIS JOHNSON:** ...and deliberations.

**CHAIR PRO TEM MILLER-ANDERSON:** ...back to that.

**CITY MANAGER EVANS:** No. We're gonna do.., if it's the pleasure of the Council, 34A and this is.., would be really quick. Basically, what we're asking for is authorization to proceed forward with.., to obtain a grant in the amount of... The total grant would be approximately, I think, seven hundred and ninety-nine tho'.....

**UNK.:** 92.

**CITY MANAGER EVANS:** ...ninety two thousand dollars, which would require a 50% match. We already have a portion of that match money in the fiscal year 2017 budget so we're just requesting authorization to proceed forward with trying to obtain that grant. Unfortunately, the grant writer communicated this to us late, I think, last week maybe, if not...

[Inaudible comment]

**CITY MANAGER EVANS:** ... this week and the application deadline is April 4<sup>th</sup>. And, we would have brought it to the regular meeting of the City Council but, unfortunately, that's on the 5<sup>th</sup>. So, we're requesting authorization to proceed forward with obtaining the grant. [Stammer] attempt to obtain the grant.

**CHAIR PRO TEM MILLER-ANDERSON:** So, again, my question is, ho'.., are we going out of order? Did we...

**COUNCILPERSON DAVIS JOHNSON:** I apologize.

**CHAIR PRO TEM MILLER-ANDERSON:** ...want to reorder this? Is that what we're saying we're doing because...

**CITY MANAGER EVANS:** Uh-uh.

**CHAIR PRO TEM MILLER-ANDERSON:** ...if that was what we needed to do, I think we probably shoulda did that a little earlier.

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

**CHAIR PRO TEM MILLER-ANDERSON:** I just...

**COUNCILPERSON DAVIS JOHNSON:** So again...

**CHAIR PRO TEM MILLER-ANDERSON:** ...don't understand how...

**COUNCILPERSON DAVIS JOHNSON:** ...I'm going to...

**CHAIR PRO TEM MILLER-ANDERSON:** ...we're just goi'...

**COUNCILPERSON DAVIS JOHNSON:** ...apologize for...

**CHAIR PRO TEM MILLER-ANDERSON:** No. I know. But I'm...

**COUNCILPERSON DAVIS JOHNSON:** ...bringing it out. I just wanted...

**CHAIR PRO TEM MILLER-ANDERSON:** But, the...

**COUNCILPERSON DAVIS JOHNSON:** ...to make sure we...

**CHAIR PRO TEM MILLER-ANDERSON:** ...rolling with it...

**COUNCILPERSON DAVIS JOHNSON:** ...got it done.

**CHAIR PRO TEM MILLER-ANDERSON:** ...is why I'm asking now, is my question.

**CITY MANAGER EVANS:** Well...

**CHAIR PRO TEM MILLER-ANDERSON:** I understand it, it's time sensitive. I get that.

**CITY MANAGER EVANS:** No, no. I, I think the intent behind us making it 34A was to hi'.., to do this one before the...

**CHAIR PRO TEM MILLER-ANDERSON:** We always do the...

**CITY MANAGER EVANS:** ...discussion and del'...

**CHAIR PRO TEM MILLER-ANDERSON:** ...letters after the numbers.

**CITY MANAGER EVANS:** Ah, got...

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

**CITY MANAGER EVANS:** ...you.

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

**CITY MANAGER EVANS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Everybody knows that. So.

**CITY MANAGER EVANS:** I do now as well.

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

**CITY MANAGER EVANS:** So.

[Chuckles]

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

**CITY MANAGER EVANS:** Alright.

**CHAIRPERSON DAVIS:** I do believe what happened was, there was a shift once those items were removed from Consent and there was a shift in the order of the Agenda which...

**COUNCILPERSON DAVIS JOHNSON:** I apologize.

**CHAIRPERSON DAVIS:** ...pushed the [inaudible].

**CITY MANAGER EVANS:** Well, we can.., we can definitely go with 34 and 34A, the presentation is pretty much complete at this point so we can...

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

**CHAIRPERSON DAVIS:** 34.

**CITY MANAGER EVANS:** When that one comes up.

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

**CHAIRPERSON DAVIS:** I [inaudible] on the Agenda.

**UNK.:** Okay.

**CITY CLERK ANTHONY:** So, are we doing...

**COUNCILPERSON PARDO:** So...

**CITY CLERK ANTHONY:** ...34 or 34A? [Chuckle].

**COUNCILPERSON PARDO:** What are we doing?

**CITY CLERK ANTHONY:** What's, what's the consensus of the Board?

**COUNCILPERSON DAVIS JOHNSON:** He's giving the...

**COUNCILPERSON HUBBARD:** She said go ahead.

**COUNCILPERSON PARDO:** Can we...

**COUNCILPERSON HUBBARD:** I think Ms. Anderson said that.

**COUNCILPERSON PARDO:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Are we with 34?

**COUNCILPERSON PARDO:** Can we just do the grant application?

**CHAIR PRO TEM MILLER-ANDERSON:** If you extend the meeting past 10:30.

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

**CHAIRPERSON DAVIS:** There's a motion for absolute...

**COUNCILPERSON PARDO:** Is this...

**CHAIRPERSON DAVIS:** ...already.

**COUNCILPERSON PARDO:** ...time certain, this grant?

**CHAIRPERSON DAVIS:** Yes, it is.

**CITY MANAGER EVANS:** Mhmm.

**COUNCILPERSON DAVIS JOHNSON:** He's giving the p'..., he's giving what the requirement is. Motion...

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

**COUNCILPERSON DAVIS JOHNSON:** ...to approve.

**CHAIR PRO TEM MILLER-ANDERSON:** Sure. Go ahead.

**COUNCILPERSON HUBBARD:** Second.



**COUNCILPERSON PARDO:** Second.

[Inaudible dais comments]

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY ATTORNEY DEGRAFFENREIDT:** Mr. Chairman?

**CITY CLERK ANTHONY:** Unanimous vote.

**CITY ATTORNEY DEGRAFFENREIDT:** Please. I, I need to schedule the special exe'..., session with you before we run out of time, so I need you...

**CHAIR PRO TEM MILLER-ANDERSON:** We're not gonna run outta...

**CITY ATTORNEY DEGRAFFENREIDT:** ...to be aware of that.

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

**COUNCILPERSON HUBBARD:** We're not gonna run outta...

**CHAIR PRO TEM MILLER-ANDERSON:** ...Mr. Degraffenreidt.

**COUNCILPERSON HUBBARD:** ...time.

**CHAIR PRO TEM MILLER-ANDERSON:** We're gonna extend.

**CITY ATTORNEY DEGRAFFENREIDT:** Okay. Did not know that.

[Inaudible dais comments]

**COUNCILPERSON PARDO:** I thought we were time certain.

**CHAIRPERSON DAVIS:** [Inaudible] no more.

**CITY CLERK ANTHONY:** Okay. **DISCUSSION AND DELIBERATION BY COUNCIL OF SELECTING A CHAR AND CHAIR PRO TEM.**

**CHAIRPERSON DAVIS:** I don't have anything to say at the time. I didn't ask for this to be...

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

**CHAIRPERSON DAVIS:** ...placed on the Agenda.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I'll go ahead and speak then.

**MR. F. LOZMAN:** I had a...

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

**MR. F. LOZMAN:** ...card in.

**CHAIRPERSON DAVIS:** We'll, we'll get to you...

**CHAIR PRO TEM MILLER-ANDERSON:** He's gonna...

**CHAIRPERSON DAVIS:** ...Mr. Lozman.

**CHAIR PRO TEM MILLER-ANDERSON:** ...speak now?

**MR. F. LOZMAN:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead. Is it okay, Chair?

**CHAIRPERSON DAVIS:** No. Let's, let's.., I want the City Manager to pass out the actual Charter, so everyone can have a complete Charter.

**CHAIR PRO TEM MILLER-ANDERSON:** I.., but I thought you didn't have anything on here.

**CHAIRPERSON DAVIS:** There's something on...

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

**CHAIRPERSON DAVIS:** ...there. It's on there.

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

**CHAIRPERSON DAVIS:** Some.., there was something...

**CHAIR PRO TEM MILLER-ANDERSON:** Cause you said you...

**CHAIRPERSON DAVIS:** ...on there.

**CHAIR PRO TEM MILLER-ANDERSON:** ...didn't put it on here so I didn't know...

**CHAIRPERSON DAVIS:** No, no.

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

**CHAIRPERSON DAVIS:** I just noticed that the backup did not...

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, okay.

**CHAIRPERSON DAVIS:** ...have a complete Charter on it.

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

**CHAIRPERSON DAVIS:** So, I wanna sure that everyone...

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

**CHAIRPERSON DAVIS:** ...had all the information [inaudible] whatever decision that, that's being...

**CHAIR PRO TEM MILLER-ANDERSON:** Is there a special...

**CHAIRPERSON DAVIS:** ...asked to be made.

**CHAIR PRO TEM MILLER-ANDERSON:** ...section you wantin' us to refer to?

**CHAIRPERSON DAVIS:** Oh, no. I., you asked for it to be on the Agenda so I just pulled the whole Charter. So, I try to stick by the law.

**CHAIR PRO TEM MILLER-ANDERSON:** But, what point do you want me to reference?

**CHAIRPERSON DAVIS:** I., you asked for it on the Agenda. I'm not referencing anything at this time. So, I'm just kinda waitin' to hear what you have to say about this Item.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I'm., with this Item, it... We had it on the, on the Agenda some time ago and that was mainly because March came around and we talked about it being a discussion Item, to come back before us. Now...

**CHAIRPERSON DAVIS:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** ...what I do wanna put on the record and be very clear about this is, I don't want, you know, I, I've heard from so many

different people about this particular, um, issue. [Pause]. I, I'm not the type of person that needs to have a title. I'm quite secure within myself to not need to have a title, so it's not about me having this title because I am the next in line. It's more of the discussion. And then, I know that the last time this came up, we were talking about whether or not we agree to extend it because you didn't get in until May and, um, you asked would it be okay if we extended it... Hopefully, we would be okay with..., when it's time for the next time to come around, that we would extend it until May of 2017, since we weren't having an election.

Like you said, on the Charter, you know, we all work at the pleasure of the Council in terms of the different Chair positions. It could be one day, it could be one month, it could be one year, it could be two years, if that's what we all agree on. At the end of the day, it comes down to three votes and I think that we're all, you know, adults here and if, if you want to agree to change it, then it's just a matter of a vote. And then, I know that the Mayor brought up earlier about having different people represent as the Chair on the dif'..., on the three different Boards and I would say that, you know, that would be lovely but I wonder why this..., no one ever thought of this before...

**COUNCILPERSON DAVIS JOHNSON:** Now.

**CHAIR PRO TEM MILLER-ANDERSON:** ...this time? So, I question that. Okay? And I know that's been suggested by many people.

The other issue is, um, I know over the years, what the track record has been, has always been for the Vice Chair to go to the Chair position. Now, in the Charter, I know it does not state that's how it has to happen. As a matter of fact, I believe back in 2008, I believe, just correct me if I'm wrong, Ms. Hubbard, that may have been the only time where the person who was the, the Chair Pro Tem did not elevate to the Chair position. And for whatever reason that happened, I don't know if politics got into it but that was probably the only most recent time when the Chair Pro Tem did not accelerate to the Chair position. So, if we go by track record, even though our Charter states something differently, the track record has been for the Chair Pro Tem to move up to the Chair position.

I said all that to say, if we continue with the way that we've done it before, no one complained before but all of a sudden now, it wants, you know, now there's an ussie, then it should continue that way. However, I do understand that it is a three person vote and that is how it's carried out. No one is entitled to this position at all. We all want experience, we all need experience. Some people want it more than others want it and that's fine but to deliberately try to just push it..., kick the can down the street because you don't wanna give up a position is, you know, a bit absurd, I would think. Um, but what I want to say is that, if the...

**CHAIRPERSON DAVIS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** ...Council is voting...

[Inaudible dais comment].

**CHAIR PRO TEM MILLER-ANDERSON:** ...to keep... Huh?

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

**CHAIRPERSON DAVIS:** No one's saying nothin'.

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

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

**CHAIR PRO TEM MILLER-ANDERSON:** What did you... Oh.

**COUNCILPERSON HUBBARD:** I just wanted to say something when you get...

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

**COUNCILPERSON HUBBARD:** ...finished.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, if, you know, the Council, the three, want it to stay until May whenever he gets his full year...

[Inaudible audience comment]

**CHAIR PRO TEM MILLER-ANDERSON:** ...it's up to the Council. And I..., but, like I said, and I think I said this some time ago, is that if we, um, did that, whoever came on the next time, is gonna have a shorter amount of time. So, if we extend it to May, next year March, whenever it's time for us to change again, that person will be short changed. And I think I said that before where someone will be short changed at some point anyway.

So, that's my thought on that. I did..., I felt that we needed to discuss this and while we're here, just say what we wanna do and we don't have to keep putting it on the Agenda.

[Inaudible background comment]

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIRPERSON DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Okay. A couple of things. We have to, we have to change the course of things at some point and a lot of them are going to be uncomfortable. I agree with Councilwoman Anderson that everybody needs an opportunity to be a parliamentarian to grow in, in their seat and to have access for running meetings and to b'..., and to be a Chair. You hone those skills by actually being in, the fray. So, you know, I agree that, you know, in..., that we need to each have an opportunity, we should change. I've never agreed, even when I was in office before, that one person should Chair all three boards because you miss an opportunity for everybody to gain, to gain experience. The only reason I've not brought it up this time is

because I wasn't up here before and I, I agree, you know, I agree with the Mayor that we, that we should have a different Chair for each board and there should be a separate election. I agree that we should have an election and the Pro Tem should succeed into the seat of the, of the Chair. It is March and she's the Pro Tem and that it would only be fair and right. Because, if we don't do it this year, then next year we're back at the same thing, talking about whether we're gonna do it in March or May but I think that we have a more cohesive group now and I think that we have an opportunity to, to get it on the board, each, um, at each board meeting, have an election and have a new Chair for each board and, you know, I'm all for, I'm all for the Council Pro Tem moving into the Chair, to the Chair seat. She should have an opportunity.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** So, I do not support the notion of, um, breaking..., having different Chairs for the various, for City Council, for Utility District and for CRA. I think that in doing so..., I, I'm trying to understand the rationale and I, I hear what is being said as it relates to experience but that has never [pause], that has never been an issue for the years that I've lived in the City of Riviera Beach and it's just really interesting to me now that we want to do some diversifying and have these individuals..., these individual boards be governed by a separate Chair.

One of the things, when, when I got the calls with regards to the, the way that this particular vote would go, my, my position was, there was some conversation and there was some discussion at the meeting that was held June 15<sup>th</sup> and we went round and round and we ki'..., we sort of reached consensus but there was no absolute vote. And so, I am not aware of any Chair that has served less than one ye'..., served less than a one year term, understanding that there were extenuating circumstances and we had a conversation around those extenuating circumstances. So I know that we had conversation. We need to revisit that conversation and our respective positions on that as we deliberate and discuss this matter this evening.

**CHAIRPERSON DAVIS:** Any other Councilperson wanna say anything? [Pause]. Walter.

**MAYOR MASTERS:** Mr. Chair, I'd...

**CHAIRPERSON DAVIS:** Go ahead, Mayor.

**MAYOR MASTERS:** My Fellow Distinguished, I wrote this because I wanted to make sure that I didn't miss any'..., anything. I did say earlier about the, not just the [pause] Utility Board but the CRA but I'm, I'm gonna say something about the CRA at the end but let me just read what I've written.

My Fellow Distinguished Colleagues, as we come to this discussion of the selection of Chair and Co-Chair for this Council, it has been my consistent belief, over the past 10 years that I have served this community as Mayor, to always advocate for

the Co-Chair to ascend to the position of Chair at the appropriate time. As you look back, you will see that I took the same position on this issue with each successive Council. I championed for the rise to Chair for Terence Davis, Dawn Pardo, Cedrick Thomas and Lynne Hubbard, just to name a few. My reasoning for following this philosophy is that when we select a Co-Chair to serve in the meetings in the absence of the Chair, or to serve if the Chair is not able to fulfill his or her duties for whatever reason then the Co-Chair is the one who moves up, making it a smooth transition. Notwithstanding the fact that the Co-Chair has a year or more of training, learning, growing and grooming for the position of, of Chair and would be the best person to step up and take on the role.

I ask you tonight to do the right thing, as you've done in the past, to deny the next person in line for the position of Chair, in my opinion, could be perceived as unfair and may end up in having a domino effect to all who find themselves [clears throat], pardon me, in a similar situation in the future. I ask you to rise above personal feelings, attitudes or simply playing politics and just offer the position [clears throat], excuse me, of Chair to the next person in line for the job, Councilwoman KaShamba Miller-Anderson, who's the next person in line. I also understand that in the past, when the opportunity arose to vote for the Chair, you may not have received the full vote of the Council, however, no one was ever denied the right to become Chair for a lack of maj'..., [stammer], for the lack of a majority vote. I ask that you follow the golden rule which is to do unto others as you would have them do unto you.

Let me speak personally now..., and I'm through in about one minute, Mr. Chair, let me speak personally now, as it relates to Councilwoman KaShamba Miller-Anderson. I have been impressed in seeing this young lady grow, go and glow in the position as Co-Chair. Overall, in the past year, she has been supportive of the Chair even they disa'..., even though they may have disagreed on some policy issues. But what I have noticed, is that she has also..., but, what I have noticed, is that she has also taken a leadership position on some very key decisions such as the firing of the previous City Manager, the proper procedure for hiring our current Manager, Mr. Evans, and she's also led the fight regarding with our water and efforts to solve the problems. Ms. Anderson's PowerPoint presentations have given us a glimpse of her brilliancy in laying out facts and making a case on every issue. I also have noticed, in times of community concerns, like the Corey Jones murder, she travelled with others to Washington and to Tallahassee to challenge our national and state representatives to write new laws, for instance, now, unmarked police cars cannot be used in regular traffic patrol under normal circumstances. The President talks about fake news. Well, before this law, drivers faced a possibility of being pulled over by a fake cop. Well, we don't run that risk anymore because unmarked vehicles usually are not used in traffic..., ordinary traffic stops.

Last, but not least, I have seen Co-Chair Miller-Anderson remain professional, cool and calm while chairing some of our most important meetings. Either she started the meeting as Chair or took it over during the meeting.

**CHAIRPERSON DAVIS:** [Inaudible].

**MAYOR MASTERS:** Her composure has always been consistent, applying the rules with reason over emotion. I know that it's not easy to do and it's always a challenge when you're under fire or attack. Maybe sometimes I haven't been able to do that but she has been fair in allowing the public to speak and to address their concerns even when she has disagreed.

Final point that I make, I've always believed but never really said anything about it, but I think the other two boards should have a process for selecting a different Chair and Co-Chair in order to give others an opportunity to, to be con'.., to control the meetings of the Utility District and the CRA. I've never believed that the CRA Board and the City Council should be the exact same people or, at the very least, those boards should have the exact same Chair and Co-Chair.

Just food for thought.

**CHAIRPERSON DAVIS:** Okay. R'...

**MAYOR MASTERS:** Thank you, Mr. Chairman.

**CHAIRPERSON DAVIS:** Really quick so I don't.., well, I don't wanna confuse people at home to what the facts are...

**CHAIR PRO TEM MILLER-ANDERSON:** The time.

**CHAIRPERSON DAVIS:** Walter, would you please maximize this?

**CHAIR PRO TEM MILLER-ANDERSON:** Can we...

**CITY CLERK ANTHONY:** Mr. Chair...

**CHAIR PRO TEM MILLER-ANDERSON:** I make a motion to extend for...

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

**CHAIR PRO TEM MILLER-ANDERSON:** ...15 minutes.

**CHAIRPERSON DAVIS:** 5 minutes?

**CHAIR PRO TEM MILLER-ANDERSON:** 15.

**COUNCILPERSON HUBBARD:** I move we extend the meeting for 15 minutes.

**CITY CLERK ANTHONY:** Ms. Miller-Anderson made the motion. She needs a second.

**COUNCILPERSON HUBBARD:** Second. I just heard her saying 15. Second.

**CHAIRPERSON DAVIS:** Go ahead.

**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.

**CHAIRPERSON DAVIS:** [Inaudible].

**MAYOR MASTERS:** Very unfair.

**CITY CLERK ANTHONY:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** Are we adjourned?

**CHAIRPERSON DAVIS:** Huh?

**CHAIR PRO TEM MILLER-ANDERSON:** Did we adjourn?

**MAYOR MASTERS:** That is so unfair.

**CHAIRPERSON DAVIS:** [Inaudible] motion to adjourn.

**UNK.:** So moved.

[Gavel]

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

PRINCIPAL PLANNER DEANDREA SPRADLEY .....	PRINCIPAL PLANNER SPRADLEY
FANE LOZMAN .....	MR. F. LOZMAN
BONNIE ALRSON .....	MS. B. LARSON
VICE PRESIDENT & COO SINGER ISLAND GATEWAY, LLC	KEVIN LAWLOR MR. K. LAWLOR
RICK KING .....	MR. R. KING
LLOYD BROWN.....	MR. L. BROWN
MARY BRABHAM.....	MS. M. BRABHAM
EZEKIEL EDMONDS .....	MR. E. EDMONDS
AMON YISRAEL .....	MR. A. YISRAEL
WILLIS WILLIAMS .....	MR. W. WILLIAMS
JOHN MILLER.....	MR. J. MILLER
TOMMY WALKER .....	MR. T. WALKER
DIRECTOR COMMUNITY DEVELOPMENT TERRENCE BAILEY DIRECTOR COMMUNITY DEVELOPMENT BAILEY	
NAT NASON .....	MR. N. NASON

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

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

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:**   **MAY 17, 2017**

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT

---

**Subject:** MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING  
HELD ON APRIL 5, 2017

---

**Recommendation/Motion:** APPROVE THE MINUTES OF THE RIVIERA BEACH  
REGULAR CITY COUNCIL MEETING HELD ON APRIL 5,  
2017

---

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

---

**Background/Summary:**

MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD ON APRIL 5,  
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
05APR17.docx	MINUTES OF THE RIVIERA BEACH REGULAR CITY COUNCIL MEETING HELD ON APRIL 5, 2017	5/1/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Burgess, Jackie	Approved	5/1/2017 - 12:12 PM

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
MINUTES OF THE CITY COUNCIL MEETING HELD  
APRIL 5, 2017 6:00 P.M.  
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS**

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

[Before meeting chatter]

[Gavel]

**CHAIRPERSON DAVIS:** Good evening to everyone. We wanna welcome you all to the wonderful City of Riviera Beach. Today, we getting prepared for our regular City Council meeting.

**CALL TO ORDER**

**CHAIRPERSON DAVIS:** At this time, we're gonna call this meeting to order.

**ROLL CALL**

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

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

**MAYOR MASTERS:** Present.

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

**CHAIRPERSON DAVIS:** Here.

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

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

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

**COUNCILPERSON HUBBARD:** Present.

**CITY CLERK ANTHONY:** Councilperson Tonya Davis Johnson. [Pause].  
Councilperson Dawn Pardo?

**COUNCILPERSON PARDO:** Present.

**CITY CLERK ANTHONY:** City Manager Jonathan Evans?

**CITY MANAGER EVANS:** Present.

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

**CITY ATTORNEY DEGRAFFENREIDT:** Here.

**CHAIRPERSON DAVIS:** Thank you.

### **PLEDGE OF ALLEGIANCE**

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

[Moment of silence]

**MAYOR MASTERS:** Shall we pledge?

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

**CHAIRPERSON DAVIS:** Thank you.

### **AGENDA APPROVAL**

### **ADDITIONS, DELETIONS OR SUBSTITUTIONS**

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

**CITY MANAGER EVANS:** Yes. If it is the pleasure of the Council, I would like that Item 9 be pulled from the Regular Agenda and be rescheduled for a meeting in the future. We're looking to put this Item on the Agenda at the May 3, 2017 meeting of the Regular City Council. We'd like additional time to interact with the residents in a neighborhood workshop and provide some additional information. So that's why Staff is requesting that this Item be pulled.

**COUNCILPERSON PARDO:** Thank you.

**CHAIRPERSON DAVIS:** Okay. Okay. Any other discussions regarding that? Item No. 9? [Pause]. Here, none. That's the only deletion that you have at the time, Mr. Evans?

**CITY MANAGER EVANS:** Yes, sir.

**CHAIRPERSON DAVIS:** That's Item 9. Mr. Legal., Mr. Degraffenreidt, we have an addition that you'd like to add?

**CITY ATTORNEY DEGRAFFENREIDT:** Yeah. I would like to...

**CITY CLERK ANTHONY:** Microphone, please.

**CHAIRPERSON DAVIS:** Microphone, sir.

**CITY CLERK ANTHONY:** Microphone, please?

**CITY ATTORNEY DEGRAFFENREIDT:** Thank you. I would like to announce a close executive [stammer] session to be scheduled prospectively. It relates to the case of Fane Lozman v. The City of Riviera Beach, Case No. 50-2016-CA-001527, pending in the Circuit Court. Our special counsel for that matter is Richard Jarolem who will be in attendance along with myself, the City Manager, the Mayor and City Council. We have not agreed on a perspective time but it appears that there is a meeting before the CRA on the 12<sup>th</sup>. There's also an opportunity on April 17<sup>th</sup> and the next scheduled meeting for the Council would be April 19<sup>th</sup>. So, whatever would be your pleasure.

**CHAIRPERSON DAVIS:** Okay. So, Item would you like to have that placed on, Ms. Madam Clerk?

**CITY CLERK ANTHONY:** Mr. Chair, I would suggest that we either do it as 12A or 16A.

**CHAIRPERSON DAVIS:** 16A will be fine. Let the record reflect that Councilperson Davis Johnson is here.

Any other additions or deletions?

**MAYOR MASTERS:** Yes, Mr. Chair. I do have a short Proclamation of a young lady who is turning 100 years of age. I would like to add., it's a Proclamation proclaiming this in our City and I would like to add that on to the presentations or proclamations. It's, it's...

**CHAIRPERSON DAVIS:** Do you have a Proclamation with you?

**MAYOR MASTERS:** Pardon me?

**CHAIRPERSON DAVIS:** You said you have the Proclamation that you wanna present?

**MAYOR MASTERS:** I have it with me, yes.

**CHAIRPERSON DAVIS:** Okay. She's here?

**MAYOR MASTERS:** Well, she's..., yes. The family is here.

**CHAIRPERSON DAVIS:** Okay. I just wanna make sure...

**MAYOR MASTERS:** She wasn't able to be here. She's not doing well but that's the reason why I wanna hurry up and do this.

Thank you.



**CHAIRPERSON DAVIS:** Okay. That's Item No...

**CITY CLERK ANTHONY:** 11A.

**CHAIRPERSON DAVIS:** 11A.

[Inaudible dais discussion]

**CHAIRPERSON DAVIS:** Thank you. So, at this time, do we have a motion to approve the Agenda with Items 11A added, with Item..., Item 9 being removed from the Agenda?

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

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

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

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** [Inaudible].

**CITY CLERK ANTHONY:** Unanimous vote.

#### **DISCLOSURES BY COUNCIL**

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

**COUNCILPERSON PARDO:** Yes. Mr. Chair?

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

**COUNCILPERSON PARDO:** Okay. Item No., hold on one second. [Pause]. Item No. 17, I did speak with the attorney for Duncombe, Dunkin Hinsley and...

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** ...I also spoke with a representative from the firm.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** And their real estate, um, person.

**CHAIRPERSON DAVIS:** Okay. Anyone else have any disclosures?

**COUNCILPERSON DAVIS JOHNSON:** I spoke with the representatives on Item 16.

**CHAIRPERSON DAVIS:** And that's Councilperson Davis Johnson giving her disclosure, for the record. And I., Councilman Davis., Terence Davis, spoke with someone from Item 17 and [pause]. Just wanna make sure. And that'll be all. Anyone else?

**CHAIR PRO TEM MILLER-ANDERSON:** And I just wanna pull, pull a Item.

**CHAIRPERSON DAVIS:** Disclosures now. [Stammer]. Alright. Cool. So, we can go down to. [Inaudible]. That's out of order.

[Inaudible dais comments]

### **CONSENT AGENDA**

**CITY CLERK ANTHONY:** Mr. Chair, we have no comments for the pu'..., Consent Agenda.

**CHAIRPERSON DAVIS:** Thank you. Do we., Councilperson..., Vice Chair, you had Items you said you wanna pull?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. Item No. 11.

**CHAIRPERSON DAVIS:** Okay. Anyone else have any Items to pull under the Consent? Before being approved? [Pause]. Motion to approve Consent with Item No. 11 being pulled.

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

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

**COUNCILPERSON HUBBARD:** Second.

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

**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 Hubbard?

**COUNCILPERSON HUBBARD:** 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.

**11. ITEM NO. 11**

**CHAIRPERSON DAVIS:** Item No. 11.

**CITY CLERK ANTHONY:** RESOLUTION NO. 3017, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCPETING STAFF'S RECOMMENDATION RELATING TO REQUEST FOR PROPOSAL FOR CITYWIDE COMPENSATION AND PAY STUDY, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC. AND PROVIDING AN EFFECTIVE DATE.

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Thank you. Staff, do we have a presentation or does Vice Chair have a question?

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

**CHAIRPERSON DAVIS:** Presentation?

**CITY MANAGER EVANS:** If I can have Mr. Davis, the HR Director come up for this particular Item. This Item is the city embarking upon a compensation and classification study with the intent to look at the existing positions and the structure in the organization. One of the challenges that we're seeing is that some of our positions in the organization are critically under market and it's providing a issue with respect for our ability to attract, retain, some of our employees. And so, with some of the furlough

actions and some of the challenges that we've had as an organization with respect to not providing pay raises on a very frequent basis, we found ourselves below market in certain positions. So, this Item is an opportunity for us to go to market and determine what is the fair and equitable places that we need to get our positons in and to be able to be competitive with our workforce. One of the things that this particular study will provide, is looking at all the existing job descriptions in the organizations, as well as some of the structures and determining..., and making the determination where we need to be and phasing it in, not necessarily taking a whole bite of the apple at once but giving us opportunities to say that this may be a two or three year [stammer], approach with respect to our compensation and classification, Citywide. This is certainly something that I think that the Council would be wise to invest in from the standpoint, it will allow for us to take a look at where we are and then where we plan to go and then, ultimately, how do we fund the compensation and classification study? One of the major aspects of the plan, obviously, is the funding component which we plan to bring to the Council at the budget workshops. And so, this is a very robust undertaking. It's something that, certainly, organizations throughout the state entertain and embark upon to make sure that you are competitive in the workforce. And, one of the challenges we have, and you'll hear about it later on this evening is, in our trades operations, i.e., building services and so, we do need to look at some specific positons and where do they fall with respect to our industry and, and market trends.

So, with that being said, I, I will turn the, the rest of the presentation over to Mr. Davis to hit on some of the items that I may have left out in this, uh, this Item.

**HR DIRECTOR DAVIS:** Bruce Davis, Human Resources Director.

As Mr. Evans stated, this study will give us an opportunity to first look at the salary relationships and do an analysis, in house, which we call look at the internal equity, within our organization. At the same time, we will do a market survey and give us an opportunity to benchmark against our competitors in other [stammer], similarly situated organizations in our geographical area. We'll also take a look at a implementation plan and, as we..., as Mr. Evans discussed earlier, we're looking at a two year phase in. And we, not being sure of what, what the findings will be, that will give us an opportunity if we are close..., not as close to market as we can absorb in one year, we will spread that over a two-year period. We will also take a look at our job..., our current job classifications and our job descriptions to make sure that, that they are comparable to market and benchmark those against comparable positions in the job market.

As well as, we will come up with a, with a system for our job classifications, as well as the supporting software and training and m'..., and also, implementation manuals that we will need to implement the process.

**CITY MANAGER EVANS:** And, one of the other items that I think is important for the Council to be aware of, is that this study merely looks at all the positons in the organization, allows for us to get the data and then have subsequent conversations with the Council as to how do we, in fact, implement a compensation and classification

program. So, it is not providing for additional compensation for the employees at this particular moment, it is merely giving us the opportunity to move forward with respect to conducting the study. We envision the study taking anywhere from six to eight months. This is something that the Finance Department, City Manager's office and HR will be intimately involved with and then we will have individual briefings with the Council to brief you along the way with respect to the study and then, ultimately, bringing it to a public discussion as to how you would like to proceed forward.

But I certainly would encourage us to embark in this endeavor because every day that we let go by, we fall further and further below market and I think the Council experienced that with the negotiations with the Police Department and getting them where they needed to be. So, this is something that the Council will see again and the Council will have an opportunity to determine how much funding that they wanna put aside and which areas do they wanna target first. If it's line level employees first and then we move up the ladder, we can certainly do that but that's a policy decision that will come back before this Board for consideration.

So, at this time, Staff is recommending approval.

**CHAIRPERSON DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** That's it. Thank you.

**CHAIRPERSON DAVIS:** That's all?

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

**CHAIRPERSON DAVIS:** Thank you, sir. Thank you, Mr. Davis. Any questions from the rest of the Council? 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:** Thank you.

**END OF CONSENT AGENDA**

**CHAIRPERSON DAVIS:** That's the end of Consent, at this time.

**PETITIONS AND COMMUNICATIONS FOR FILING**

**CHAIRPERSON DAVIS:** Any petitions and communications for filing?

**CITY CLERK ANTHONY:** None.

**AWARDS AND PRESENTATIONS**

**CHAIRPERSON DAVIS:** Awards and presentations. I think the Mayor had one item that he just added. [Stammer].

**MAYOR MASTERS:** Thank you, Mr. Chair.

**CHAIRPERSON DAVIS:** Mhmm.

[Pause]

**MAYOR MASTERS:** I will ask the family of Ms. Rosa Lee Johnson to come at this time.

**CHIEF OF STAFF ISAACS:** No. It's Davis.

**MAYOR MASTERS:** Rosa Lee Davis. I'm sorry. It's a lot of Davis' in the room, huh?

[Inaudible discussions]

**MAYOR MASTERS:** Good evening. How are you?

**DAVIS FAMILY MEMBER:** Good evening. Hi.

**MAYOR MASTERS:** It's my pleasure.

**DAVIS FAMILY MEMBER:** Hi.

**MAYOR MASTERS:** Good evening.

[Inaudible discussion]

**MAYOR MASTERS:** I'm honoring this young lady, I will say, who just turned 99 and is looking towards her 100<sup>th</sup> birthday. A great honor that I have... Why don't you stand right here? Both of you.

[Chuckles]

**MAYOR MASTERS:** Proclamation from the Office of the Mayor, the City of Riviera Beach, Palm Beach County, Florida honoring Rosa Lee Davis. You're gonna help me..., you're gonna have to help me with one word in Alabama that I'm not for sure.

**DAVIS FAMILY MEMBER:** Eufaula.

**MAYOR MASTERS:** Eufaula.

**DAVIS FAMILY MEMBER:** Mhmm.

**MAYOR MASTERS:** Got it.

**DAVIS FAMILY MEMBER:** Eufaula. [Chuckles].

**MAYOR MASTERS:** WHEREAS, Rosa Lee Johnson was born February the 3<sup>rd</sup>, 1918 in Eufaula, Alabama to Daniel and Lula [sp] Johnson. As child number seven, among ten running around the house, Rosa was eager to leave home..., I can understand that, eager to leave home and make room for her siblings that followed. She was barely a teenager when she and Saul Underwood got married and quickly had three children of their own, Louis Frank, Lula..., Lula Mae and baby boy, Willie Arthur.

[Chuckles]

**MAYOR MASTERS:** And, WHEREAS, in 1941...

**DAVIS FAMILY MEMBER:** In 1941, at age 23, Rosa moved down to a small town called Riviera Beach. Now 75 years later, Rosa could hardly remember when she wasn't a Florida girl and all that comes with her sunny personality and southern hospitality. Having just celebrated her 99<sup>th</sup> birthday, Rosa Lee Underwood Davis, has outlived all nine of her siblings, two husbands, Saul and, later, Frank Davis, with whom she had no children and sadly, both of her sons.

**MAYOR MASTERS:** WHEREAS, Momma Rosa, the endearing name she was called while living for 45 years in her acre home park neighborhood, which continued when she moved to her home on West 32<sup>nd</sup> Street in our City, for another 30 years [inaudible]. Rosa Lee turn'..., sorry, Rosa Lee truly earned her reputation for mothering all of her neighbors' sons and daughters, grew up loving..., they all grew up loving on Momma Rosa and counting on her generosity and help. Some say she had a calling for helping others. She spent most of her life serving in many capacities and many different positions from waitressing..., waitressing at Captain Alex Restaurant to housekeeping at St. Mary's, from being the only one customer..., the only one that customers trusted to starch and iron shirts at Pierson Dry Cleaners back at, back in the

day, right? To cooking and to caregiving for Mother, for Mother Hayes down the street and

WHEREAS...

**CHIEF OF STAFF ISAACS:** WHEREAS, Rosa Lee Davis has eight grandchildren, 21 great grands and two dozen great great grandchildren, four grandsons and daughters to the fourth power and the latest baby girl, born in September 2016, rounds off the fifth generation of children and family all blessed to love Momma Rosa Lee Davis.

[Applause]

**MAYOR MASTERS:** Now, now Debbie put this together. I don't know what this fourth power and fifth power means...

[Chuckles]

**MAYOR MASTERS:** I don't know if that's black power or what.

[Chuckles]

**DAVIS FAMILY MEMBER:** [Inaudible] generations.

**MAYOR MASTERS:** Is that what it means? Alright. Here we go.

AND NOW, THEREFORE, LET IT BE RESOLVED, that I, Honorable Bishop Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, by the powers vested in me by the residents of our great City, Riviera Beach, I do hereby proclaim the rest of this week, starting tomorrow, April the 6<sup>th</sup> and all of next week, through April the 14<sup>th</sup>, 2017, as Rosa Lee Davis Week in the entire City of Riviera Beach, Florida for her years of longevity, 99 years, more than two-thirds of which she has lived right here in the City of Riviera Beach as we continue to recognize family and unity in the community in the best waterfront City in which to live, work and play and get to be 99 years of age.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the official seal, along with the City Clerk of Riviera Beach, to be affixed on this 5<sup>th</sup> day of April, 2017 A.D.

And one of the reasons why I asked the Chief of Staff to help me in reading this Proclamation, 'cause her birthday is tomorrow.

**DAVIS FAMILY MEMBER:** Okay. Happy Birthday [inaudible].

**MAYOR MASTERS:** So, we share a little bit here in honoring you by letting her read a part of this.



Um, what an honor. Is it., I know your mom had planned to be here but couldn't be here tonight. But I know she's watching, would you like to say a word briefly, at this time?

**DAVIS FAMILY MEMBER:** Good evening.

**ALL:** Good evening.

**DAVIS FAMILY MEMBER:** Alright. I just wanna speak two or three words about my mother and she is such a beautiful person and she still likes to cook and she, and she likes to do her walking and put her own clothes on. She's really something else.

[Chuckles]

**DAVIS FAMILY MEMBER:** And I wants to thank each and every one of you all that came out and stood for my mother. I would like to thank you. And, and especially you and your...

**MAYOR MASTERS:** Thank you.

**DAVIS FAMILY MEMBER:** You're such a wonderful honest [stammer] God, person.

**MAYOR MASTERS:** Thank you.

**DAVIS FAMILY MEMBER:** Yeah. I love that about you.

**MAYOR MASTERS:** Thank you.

**DAVIS FAMILY MEMBER:** [Chuckles]. Thank you.

**MAYOR MASTERS:** Mr. Chair, I would ask, at this time, in honor of Ms. Rosa Lee Davis?

**DAVIS FAMILY MEMBER:** Davis.

**MAYOR MASTERS:** Davis.

[Chuckles]

**MAYOR MASTERS:** I get Ms. Johnson and Davis mixed up, that we will stand and give her a, a round of applause in honor 99 years of age. Thank you.

[Standing ovation]

**MAYOR MASTERS:** Tell your mom to make me some peach cobbler, by the way.

[Chuckles]

**MAYOR MASTERS:** Thank you.

**CHAIRPERSON DAVIS:** Alright. Thank you.

### **PUBLIC HEARINGS**

**CHAIRPERSON DAVIS:** At this time, we're gonna go to.., that's the end of awards and presentations so we're gonna go to public hearings for Item No. 12.

**CITY CLERK ANTHONY: RESOLUTION NO. 3117. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FOURTH AMENDMENT TO A LEASE AGREEMENT WITH RIVIERA BEACH MARITIME ACADEMY CORPORATION, COMMENCING AUGUST 30, 2016 UNTIL AUGUST 30, 2066 AND PROVIDING AN EFFECTIVE DATE.**

**COUNCILPERSON PARDO:** So moved.

**CHAIRPERSON DAVIS:** We have a motion.

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Properly moved and second. Staff.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Terrence Bailey, Director of Community Development.

This, this Item has been brought to you before for the lease agreement with, in reference to the Maritime Academy so we will keep this brief. In August of 2006, there were two lease agreements and in November, the lease was updated. There have been many presentations over the last few years extending the current lease. And in 2015, Staff was directed to issue RFP 554-15. This Item has come before you before. In addition, there is a site plan currently under review by City Staff for the site on 13<sup>th</sup> Street next to the Boys & Girls Club. [Inaudible] a rendering of the proposed building.

And, with that, that is all the presentation we have.

**CHAIRPERSON DAVIS:** Okay. Mr....

**CITY MANAGER EVANS:** Mr. Chair...

**CHAIRPERSON DAVIS:** ...Evans.

**CITY MANAGER EVANS:** ...if I may, this Item is seeking City Council direction as to how you would like to proceed. In conversations with Staff and the Chair, certainly some Items that we wanted to bring to the Council's attention is the economic development opportunities that are in close proximity to this particular parcel. This

parcel is about 1,000' away f'.., or, 1,000 yards away from Broadway and it's contemplated to be part of the Marina Village. One of the things that I want the Council to also consider is that the value of this particular asset with respect to redevelopment opportunities, it's location and proximity to the Port. Things that the Council should consider is the opportunity for a potential land swap, an opportunity for some type of contribution to address some of the workforce housing concerns we have in our community, as well as a long-term lease agreement that allows for the City to leverage that asset to be able to get the best value for it, for the taxpayers of this community. Nobody is questioning the importance of this particular academic institution but we wanted to make sure that all information is on the table so the Council can make an informed public policy decision. That particular parcel that incorporates the Boys & Girls Club is 33,000 sq. ft. and has an assessed value of \$3.8M. Obviously, a majority of that is associated with the Boys & Girls Club facility but the reality is that, if this parcel is put up for sale, that item is then realized on the tax roll. So, this is really a public policy decision as to how the Council would like to proceed but I thought it was germane to this discussion that this parcel is also envisioned to be part of the Marina Village and being with such close proximity to the Port and Broadway, that it was just the important thing for us to be able to provide you the other perspective that the Council should consider as it relates to this Item.

And Staff is seeking direction from the Council as to how they would like to proceed.

**CHAIRPERSON DAVIS:** Okay. Before we get started, if you don't mind, we'll go to the public comment cards before we enter into discussion.

Ms. Judy Gibson.

**MS. J. GIBSON:** Good evening, Mayor, new City Manager...

**MAYOR MASTERS:** Good evening.

**MS. J. GIBSON:** ...Council, distinguished citizens of Riviera Beach and all of the students from Riviera Beach as well.

My name is Judy Gibson and I live, work and play in Riviera Beach, Florida. I am third generation to do such. I am part of this outstanding group in support of the extended land lease for the Riviera Beach Maritime Academy and the community education zone. I am part of the recruiting team and have the great job of informing the community of the amazing teachers, administrators, employers and the dedication of all of the students at RBMA. We have visited, as you can see from the handout I've given you, 21 churches, 18 of 24 charter middle schools. We visited 32 of 38 public middle schools, gone door to door with the Mayor to over 30 homes, at this point, out of 90 middle school students in the City of Riviera Beach. We've taken six groups on our waterfront boat tours, done 12 group school tours, 3 open houses, mailed 1,000 end of the year info letters, sent 2,500 info packs to the homes [stammer].., home with 7<sup>th</sup> and 8<sup>th</sup> graders in Palm Beach County.

So, that's a lot. And they really love the story of the Riviera Beach Maritime Academy but we need your help. You see, we have lots of generous donors and local corporations ready to support this project but we can't move forward without that lease. Applications for grants and fundings have been filed but, unfortunately, many have expired or are on hold because of that land lease. And now, after recruiting to all those churches, schools, clubs and organizations, we implore you to vote yes for the extended land lease.

We've told thousands of people about this wonderful opportunity that now sits in your hands about a place where students can learn a fine trade in a booming industry, leave each year with a paying summer job and later, upon graduation, assist these young students to chart their own courses, off to college or straight on to a career. So, I thank you all who have helped us so far, especially Mayor Masters for coming door to door [chuckle] with me throughout the City of Riviera Beach. And we watched as so many moms got teary-eyed as they learned about our school, they didn't know about us necessarily. And, after leaving and coming back to our school and just seeing what the opportunity was, we got so many calls and so many inquiries. Just.., we want you to support our kids, their kids, they're your kids too, for a bright future in the [stammer] marine industry.

So please, vote yes on that land lease so we can continue to live, work, play and learn in Riviera Beach.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. Mr. Corey Green.

**MR. C. GREEN:** Hello, Council. Corey Green. I work for Canvases Honors and I'm a Riviera Beach Maritime Academy alumni. I'm gonna apologize 'cause I tend to ramble on.

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

**MAYOR MASTERS:** You got three minutes.

**MR. C. GREEN:** [Chuckle]. I have three minutes. What can I say about the school? Uh, it's, I could tell ya, probably been one of the biggest changes of my life. I don't know if you remember me but I remember you from back in the day, Joseph Littles – Nouza Saba Charter School.

**MAYOR MASTERS:** Yes.

**MR. C. GREEN:** So, I've been in Riviera Beach just about my entire life. Until I went to Riviera Beach Maritime Academy, I didn't really know much about the marine industry, or even that Singer Island was right behind me. Didn't know Peanut Island was there either. I hadn't even gone on a boat. And, I believe, like, that's one of the, uh, the issues that we have in our community is exposure to those things.

**MAYOR MASTERS:** Mhmm.

**MR. C. GREEN:** In recent statements that I've heard, there's, like, an issue with the amount of African American students that go to the school and they won't know about the school unless we tell 'em about the school. And when you drive by., when you drive by, I didn't even know, I thought the school was, uh, a lighthouse. [Chuckle]. It's in the pamphlet, don't, don't laugh. [Chuckle]. But I also didn't know about the marine industry so what., I didn't know. But after I went to the open house at the school my freshman year after Gidget Grecko [sp] and Mr. Orange came and spoke about the school, it kinda made me think. Like., first off, I thought, 'Dang, it'd be pretty cool to go to a school in a lighthouse.' And then [chuckle], I went to the school that was in the portables and I was like, 'You'll never know about this stuff unless you come to this school.' Like, what other schools are, are teaching about the marine industry around here, what other schools are giving you this hands-on learning experience that's one on one with the teacher? I mean, I also didn't know much about rugby and now my younger brother, along with seven other students from Riviera Beach Maritime Academy are playing for the national championship in Denver, Colorado, um, scholarships that they received through Maritime Academy through...

**COUNCILPERSON PARDO:** Right.

**MR. C. GREEN:** ...our rugby program.

**MAYOR MASTERS:** Wow.

**MR. C. GREEN:** So, no one knows about that because we don't communicate. And that's another one, like, we gotta bridge that gap between people like...

**MAYOR MASTERS:** Communication...

**MR. C. GREEN:** ...me back in the day and this booming industry that we have in our backdoor and I believe that this school is that bridge.

**MAYOR MASTERS:** Thank you.

**MR. C. GREEN:** We need to build that bridge.

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

**MR. C. GREEN:** I remember he said...

[Audience clapping]

**MR. C. GREEN:** [Chuckles]. Mr. Evans made a comment earlier...

**CHAIRPERSON DAVIS:** Mhmm.

**MR. C. GREEN:** ...about wasting time.., or, so you would say like, we've been talking about this thing for a while now, nothing's stopping it but us.

And, that's my few minutes.

**MAYOR MASTERS:** Thanks for coming.

[Audience clapping]

**CHAIRPERSON DAVIS:** Ms. Michelle DePotter. Is that correct?

**MS. M. DePOTTER:** It is. Michelle Anaya DePotter, for the record.

Good evening, Mayor Masters, City Manager Evans and Council Members. It's a pleasure to be here tonight. I, for the record, I reside at 102 Eganfuskee Street in Jupiter, Florida. My son, Gavin, was a graduate of RBMA last year and for the school years of 2014 and 2016, I had the proud and distinct pleasure of serving as the PTO president of RBMA. And of note, it's great to see so many of you here who I haven't seen in the last year, supporting your school.

So, how many of you all on the Council have had the opportunity to actually visit the Riviera Beach Maritime Academy? Have any of you visited? So, you know that it's a collection of aging portables where students, nonetheless, are happy and thriving academically, despite not having all the amenities and aesthetic appeal that their public high school might offer them. It's in the role of parent and through my leadership role with the school that I had the opportunity to see first-hand, as well as be actively engaged in this amazing, unique and one of a kind charter school which encompasses diverse students, exceptionally dedicated faculty, administrative.., administration and supportive parents, all working collectively towards one common goal, the success and future of the students, most of whom share a common interest in the maritime industry.

I wanna talk to you a little bit about RMA, RBMA in these next two minutes. RBMA provides opportunity for local students, as well as those from around the county, to attend the highly rated charter school which encompasses innovative programs that no other school in South Florida is addressing. RBMA leads them to jobs in marine biology and environmental science, IT, marine mechanics, boat construction and repair, marine related drafting, marine retail, yacht brokerage, logistics and other maritime science and technology related areas. RBMA has enhanced Riviera Beach's reputation for education through its one of a kind based curriculum, it's high rating as a charter school and its number one Florida rugby team, as Corey mentioned. RBMA students, including local residents have graduated and been accepted at top universities, colleges, trade and military programs and, along the way, they have collectively earned well over half a million dollars in scholarships. RBMA can further serve the local community through utilization of the school for adult or evening vocational training and better serve local students who might not have an interest in the maritime industry, however, may need a different learning environment than their traditional high school can provide. They may develop a new interest, just as Corey mentioned. And some of

the vocational schools like carpentry and boat building and welding or drafting. These skills are also transferrable to the construction industry.

**UNK.:** Mm.

**MS. M. DePOTTER:** And, that's another industry and an economic driver in Florida which is thriving, here locally and throughout the county, and certainly with the new sales surtax that was passed.

In closing, RBMA serves as a direct conduit to the local future workforce, to the working waterfront in the maritime industry that exists. In fact, did you know that through their training at school, over 150 students secured jobs by their seni'.., senior year. RBMA has operated for the last 10 years at its current site, giving students hope, academic direction and mentoring leading them to achieve great success with faculty and administration, the community helping chart their course.

Tonight, your vote is so important as it has an important impact on current students sitting here who have yet to graduate and to those hoping to attend...

[Beep]

**MS. M. DePOTTER:** ...RBMA in the future. I urge you to support the renewal and approval of the suggested long-term lease. This will allow current students a seamless progression towards graduation from RBMA and facilitate the groundwork already laid for the future planning and growth of a school to continue on its current site for years to come.

Thank you for allowing me to go over. Thank you for your attention to this important Agenda Item tonight.

**CHAIRPERSON DAVIS:** Thank you

**MAYOR MASTERS:** Thank you.

[Audience clapping]

**CHAIRPERSON DAVIS:** Ms. Brown.

**PRINCIPAL T. HICKS-BROWN:** Good evening, Mayor Masters, Council Members and City Manager Evans. Tonya Hicks-Brown, Principal of the Maritime Academy and I've come before you many, many times, even bringing students with me and so, I know that you all are well aware of some of the achievements of the Academy.

I stand before you this evening as an educator, a parent of three children who have progressed through Riviera Beach schools. My youngest son graduated from the Riviera Beach Maritime Academy in 2009. He was a Riviera Beach resident at the time and he serves proudly in the U.S. Navy, at this time. And is attending Barry University, uh, studying emergency services. So, I have a vested interest, I believe. I have worked

for many years in education in the City of Riviera Beach and I have a vested interest in the success of the City. And success is achieved through, uh, investing in our, in our young people. I believe that the, the [pause], that Riviera Beach Maritime Academy ha'.., has been, and will continue to be a vital part of the success of Riviera Beach. I believe that it will be a feather in the cap of our Ci'.., of our City and a vital resource in terms of training both youth and adults for successful job placement, both here in Riviera Beach and wherever our, our students will migrate.

In order to continue to grow, and expand and make a significant difference, we need to construct a new building and to provide our students with a state of the art facility where they can continue to learn and grow. And so, I urge the Council to, to move forward this evening. We, we've been many years in the waiting process, if you will and it's time. We, we need to move forward, we need to provide our students with, with, with something that they can be proud of. And that our City can be proud of. And we, we urge you to, to vote and give us a reasonable rate on, on the land so that we can continue to educate students.

Thank you.

**CHAIRPERSON DAVIS:** Thank you.

[Audience clapping]

**CHAIRPERSON DAVIS:** Dr. Garrett.

**DR. G. GARRETT:** Good evening, Mayor, City Manager and the Council Members. My name is Gwenda Garrett, Dr. Gwenda Garrett and I am here as an educator, retired educator of.., for more than, uh, now, with the School District of Palm Beach County for 37 years plus and as a volunteer, and a consultant. Coming into Riviera Beach Maritime Academy changed my whole outlook on what education about the marina was all about. It is said by Nelson Mandela, 'Education is the most powerful weapon which you can use to change the world.' Rivera Beach Maritime Academy can change the world for boys and girls. Not only just of this District, but the state and entire U.S.

Riviera Beach Maritime participates yearly in the annual charter fairs. What I like most is about these students that are there, and the ones that are not there, that are need to.., that we need to develop and recruit and to bring into Riviera Beach Maritime Academy. I want to say that the massive recruitment that has taken place is just a small drop of what can change the lives of boys and girls here in this great City of Riviera Beach. An extreme makeover, a facelift, a place to call home. Watching the Marina develop throughout the City, Riviera Beach Maritime could also put us on the map. Riviera Beach is not just about Suncoast. This is an additional part of the community. What would it mean to the City to have all "A" high schools and this is a great place to start. The faculty, the staff and the administration has worked just untirely to bring about a change for children in the word. Dr. King always said, 'It is always right to do what's right.' And tonight, we're asking you to make that decision to bring about a change, here in Riviera Beach, especially the Maritime Academy.



Bring up as a migrant, and I'm gonna close, in Belle Glade, in all the farms and the canes and the fields, as a migrant, I travelled to and from on buses but when it was time to take an education, very sch'.., very few schools wanted to come to Belle Glade to recruit for academics. They came to Belle Glade to recruit for football. I grew up around cane fields, on the farms, in the fields. Never judge a book by its cover. Behind all of the things, the football and the fans, there were those of us that were migrants that wanted a chance and education gave me that chance. People believe...

[Beep]

**DR. G. GARRETT:** ...that we could do it. Here, at Riviera Beach Maritime, give the students a chance to change the world.

Thank you.

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

[Audience clapping]

**CHAIRPERSON DAVIS:** Mr. Joseph Pallis. Is that correct?

**MR. J. HOLLIS:** Yes.

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

**MR. J. PALLIS:** Joseph Pallis. First of all, I'd like to say congratulations to Momma Rosa. I hope all of us should have that [chuckle] opportunity to live...

**COUNCILPERSON PARDO:** Amen.

**MR. J. PALLIS:** ...a such healthy and long life.

Good evening, Members of the City Council, Honorable Mayor Masters and City Manager. I come to you as a retired educator. I've served in Riviera Beach at least 10 years as an administrator. I started at Kennedy Middle School. I was principal there through.., over a year. I was assistant principal at Suncoast High School for nine years and I was the first principal to open up Riviera Beach Maritime Academy about 11 years ago. I have a lot of experience be'.., before coming to the great City of Riviera Beach. I was assistant superintendent in New York City, I was principal there as well as principal in Virginia. And I'm very much aware about good education and I think, over the years, Riviera Beach has served students well and I think what you see here is that, to have confidence in a school as an administrator, I could come to you not only as that but my son also attends the school. He's in.., he's [stammer] in the school in 10<sup>th</sup> grade for a second year and I have to commend the principal to.., and the staff for providing a excellent education for students [stammer] at the school. I have had a number of ti'.., opportunity to visit the school and I think it would be an excellent opportunity to get other minority students into the school.

I think the, the, the key issue that comes across the City Council is what the price is to bear. And, I think overall, there's, there's no price. You can't put a price on education. Education is something that is gonna make or break you throughout your life. I can remember as a, as a child when there was things that I wanted to do and my parents said you have to go get a good education. And, you have that opportunity by providing this land lease to Riviera Beach Maritime Academy to offer excellent opportunities of jobs and education for the future in the marine industry.

Thank you.

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

[Audience clapping]

**CHAIRPERSON DAVIS:** Ms. Sophie De' [stammer] Delapos. Please tell me I came close.

**MS. S. DE LA PAZPUBLIC:** De La Pazpublic.

**CHAIRPERSON DAVIS:** Delapos. Speed it up. Okay.

**MS. S. DE LA PAZPUBLIC:** Good evening everyone.

**CHAIRPERSON DAVIS:** Good evening.

**MS. S. DE LA PAZPUBLIC:** I come to you, not as a citizen of your beautiful City, but as an outsider who values and cherishes so deeply what your City has to offer, that it moved me to be here tonight. I'm here tonight in support of a project that will not only add value to Riviera Beach but enhance the lives of the citizens as well. Nestled in the heart of your town is a jewel in the world of education. As an educator and owner of a school myself, I can testify that what Riviera Beach Maritime Academy has to offer, is unlike anything else in this county. The specialized focus on marine sciences and maritime vocations adjacent to a coastline that attracts divers and tourists from all around the world, is a gift that has been bestowed upon you.

As public servants to this City and its people, I ask that you vote in favor of helping this diamond in the rough grow into the greatest jewel in Riviera Beach. I understand that the City has other areas of concern to address as well, has been plagued by high levels of poverty and crime and it also suffers from a population in desperate need of more educational opportunities despite having two of the county's most sought after schools within its boundaries. With your vote, Riviera Beach Maritime Academy can become the next most sought after school in the county and thus, it can help the men, women and children of Riviera Beach get what they need to break the cycle of poverty and reduce levels of crime. Each of you sits here before us as elected officials, elected by the citizens of this place. You have passed Resolutions to widen streets, plant trees and reenergize dilapidated neighborhoods. You've taken so many steps in growing your community, this is just another step in that direction. A vote in favor of RBMA will enable its backers to break ground on a new state of the art building.

And I'd like to add, that by keeping the lease costs low, more money can be invested for the students.

Mayor Masters, you're not here, but...

[Chuckles]

**MS. S. DE LA PAZPUBLIC:**...Mayor Masters is known as the jobs Mayor. What is the best way to enable people to get jobs? Education. Councilwoman Hubbard, your Facebook proudly highlights a slogan, "People before politics." A vote in favor of Maritime Academy will prove to your constituents that you live up to that slogan. Councilwoman Davis, you're committed to economic development, education and community, among other things, education is vital to positively cultivate all of those things. All of you have an opportunity to be a hero to all of the people that will benefit from this. So, I implore you to think about what your vote means. Every decision you make becomes part of the legacy that you leave behind. So years from now, when you look back and reflect on the things you did, what will you be able to say to yourself? I hope that each of you will be able to say...

[Beep]

**MS. S. DE LA PAZPUBLIC:**...I am one of the reasons that the people of Riviera Beach have a one of a kind educational opportunity because I voted in favor of RBMA. The choice is yours. So what will your legacy be?

**CHAIRPERSON DAVIS:** Thank you...

**MS. S. DE LA PAZPUBLIC:** Thank you.

**CHAIRPERSON DAVIS:** ...so much.

[Audience clapping]

**CHAIRPERSON DAVIS:** Mr. Donald Gibson.

**MAYOR MASTERS:** While Mr. Gibson is coming, I did hear your comments about the job Mayor and I appreciate it.

[Chuckles]

**MAYOR MASTERS:** I was running to get back.

**MR. D. GIBSON:** Good afternoon, ladies and gentlemen, Mayor Masters.

**MAYOR MASTERS:** Mr. Gibson.

**MR. D. GIBSON:** City Manager Evans, Council Members, ladies and gentlemen.

I'm Donald Gibson. I'm a longtime resident of West Palm Beach although I've done a number of things here in Riviera Beach from building affordable housing to providing afterschool programs for students, in your library, and other places to, uh, trying to reduce crime by walking the streets.

I'm here today as a teacher at the Maritime Academy. I have worked at the Maritime Academy probably a total of six years from eight.., '08 to about '11. I left and went back to the public school system and I returned a couple of years ago to Maritime Academy for the innovative curriculum that I find there. As an English teacher and reading teacher, I have been exposed to a variety of experiences that the Maritime Academy that teach me that the disconnect between the Port and the citizens and the job opportunities here in Riviera Beach, have to be developed. That disconnect has to be bridged, if you will. I'm gonna read to you briefly and share with you a gateway. Gateway is a name of a project that we are developing at Riviera Beach Maritime Academy. It has its purpose to develop the intellectual intelligence and positive energy of our target population of men of women between the ages of 21 to 28, Florida residents, surrounding areas as well, to rebuild the Riviera Beach community. We will do this by providing job training and employability skills, education for those who are undereducated, underemployed, as well as individuals who are having some difficulty coming into the community from elsewhere, like jail and other deprived situations. We will provide wages, a weekly living allowance while in., at this gateway program. The community rebuilding is what we anticipate. The current school has \$3,000,000 worth of facilities on the campus. These will provide training for skills in, in the trades and existing.., in the existing portables. So, we want to establish this program with the participation of the Riviera Beach community, Viking Yacht, Maritime Academy, the City of Riviera Beach, the school District of Palm Beach County, to removing barriers to community goals. We want to provide...

[Beep]

**MR. D. GIBSON:** ...the disconnect and link people to employment.

Thank you very much.

**CHAIRPERSON DAVIS:** Thank you, Mr. Gibson.

[Audience clapping]

**CHAIRPERSON DAVIS:** Ms. Bonnie Larson., [Pause]. Is she here?

**MS. B. LARSON:** I'm here.

**CHAIRPERSON DAVIS:** Okay. I just wanna make sure.

**MAYOR MASTERS:** See, we got your card and you're not even here. [Chuckle].

**MS. B. LARSON:** Bonnie Larson. I've been listening to all the speakers tonight and I agree with almost all of them. Education is the key and that's what we need to focus on

in our lives, whether it's in Riviera Beach or anywhere else. If you don't have a good education, you're nothing. But, you know, you don't have to have a college education, you can go to a school where they teach trades. This is not a trade school, however. This.., well.., as a sideline it is. But now they want to rent our property for 50 years for one dollar a year. And one young lady stood up here and said, 'Rent it to us at something reasonable.' Well, 50 years at a dollar a year, what is it they charge? What is it Viking charges just for that little parking area at the Marina? How much was that? \$11,000 a month, how much is that? I don't wanna quote improperly but we did the infrastructure, we laid down the pavement, we have put out a lot of money for a group which is not our master developer.

Every year they come.., or, multiple times a year, the Marine Academy comes here to speak and to encourage students to go to their school. Now they're out going door to door. It's not.., how do people not know about this. There's a Marine Academy, I understand, in West Palm Beach also, so why they don't know about the one in Riviera Beach, I don't know. We've never been given a number.., not.., well, I'm not gonna say a number, I'm gonna say we've never been given names and addresses of Riviera Beach students who have attended this school. They brought one young man, I saw him three years in a row. He must've graduated cause they kept bringing the same one. So, we never have been given addresses and names of students who have graduated from here, or even go there. Now they wanna incorporate 1<sup>st</sup> through 8<sup>th</sup> grades. You have children, how many children do you have in the 3<sup>rd</sup> grade who know what they wanna do for the rest of their lives? Who even think about what they wanna do for the re'... They're not thinking about that. They have a hundred other priorities. So, I don't know that an academic school is the way to go, for this. The.., I know they need a write-off, it's a big business, Viking, they need a write-off. How about a trade school in Riviera Beach instead? They've been given that property for 11 years now. Made no improvements, there's still, like they said, aging portables over there. [Pause]. I have to see my notes here. There was talk last time Mr. Healy was here, of using an old church over there as an.., as a building. They don't even wanna invest anything in themselves. Viking is the one who needs to invest in this. This is their nonprofit, this is a.., if they want to truly teach trades so that people can go out and get a job in the maritime industry, they're not doing it themselves so let's not blame Riviera Beach for not giving them a dollar a year. Let's not do that. They were here and.., now they wanna put up a big building, offices, retail, boat building. They can do that, they have money for that but to put up an Academy, they're the ones who should be here putting up, putting up the money for it. Not us.

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

**MS. B. LARSON:** Had another... Excuse me? Oh, the was a V'.., that was a comment from Viking. The room is three-quarters full of Maritime Academy students, so, and, um, promoters. And, like I said, education is the key. That is the way to go. But this isn't the way to go. We have a lot of property we need from Viking, are they willing to discuss that with us? No. But they got to be number one on the Agenda tonight. We always listen to them when they come in here. This room's gonna clear out when this Item's done.

Mr. Davis, you asked, last week, why don't they put it on their own property? Mr. Healy likes to say he ...

[Beep]

**MS. B. LARSON:** ...owns a hundred properties in Riviera Beach and he said, 'My property's too expensive.' What about our property? They want it for a dollar a year, 50 years. His property's too expensive. That's a beautiful building, put that somewhere but let them pay for it.

Thank you.

**CHAIRPERSON DAVIS:** Thank you, Ms. Larson.

**CHAIRPERSON DAVIS:** That's the end of public comment at this time. We wanna get back...

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** [Stammer], I'm sorry. Just for this Item, Mr. Dukes. Just for this Item.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Oh. Mr. Evans.  
**CITY MANAGER EVANS:** No. I don't have anything.

**CHAIRPERSON DAVIS:** Okay. Nothing. Do we have any comments from the Council? Mayor?

**MAYOR MASTERS:** Yes, I do. I, I want to [pause]. I want Mr. Evans, the City Manager, to go back and there were some option'.., options that there was, like, A, B, C or D or A, B, C, some things that we could look at. I think one was a land swap, one was the actual lease. There was two or three things and I, I would like for you to review, review that one more time for me before I make comment.

**CITY MANAGER EVANS:** Certainly. I provided the Council with a memorandum after my conversation with the Chairman related to this particular Item and tried to delineate some options with respect to working with the folks from the Maritime Academy. A couple options would be that the Council instructs Staff to enter into a lease agreement with the Maritime Academy at fair market rate consistent with parcels that are for rent in that particular area. The other option would be an outright land transaction whereby they would acquire that parcel and, of course, we would replat it and they would be able to construct their facility. Another opportunity would be to contribute funds into a program whereby we would utilize those funds for workforce housing in the community and then you have the opportunity for a land swap for property that is similar in nature or has, as least, the same type of acreage...

[Inaudible audience comment]

**CITY MANAGER EVANS:** ...so we can be able to address those items in our community. Certainly, one of the things that I think is germane to the conversation is that that parcel, as we contemplated the expansion of Marina Village and what it looks like, that is a great parcel for a potential economic development opportunities and certainly I would have to defer to Councilwoman Pardo with respect to real estate values and, and what cost for real estate would be in that particular area. But we just want to make sure that, in the event that we are to enter into a contract or negotiations for a long-term, that we utilize this piece of property in a, in a way in which the public can be satisfied with the transaction but also, be cognizant of the importance of this educational institution.

So, my hope is that the Council will direct Staff to bring forward something that both parties are amenable to as opposed to the agreement that's been proffered by the Maritime Academy, the one dollar for 50 years because, if you take the math and you look at what the City would lose for that 50 year period, you're loo'.., losing \$300,000 plus you're losing that asset for, you know, a period of 50 years which, roughly, probably, if you look at the acreage, it may be worth about something approximately four hundred some thousand dollars. But again, I would have to defer to those that are in the real estate market to be able to give you the cost for that particular asset. One of the other things that has been brought to my attention with respect to the Boys & Girls Club and how that type of entity operates in the arrangement in which the City got into with the Boys & Girls Club with, that is an entity that accepts all children. That is an entity that their doors are wide open, where, in this particular situation, they're acceptance program is profoundly different.

So, I did wanna provide the Council some opportunities to look at and leverage this valuable asset and make sure that if we are to enter into an arrangement, that the public, as well as the City, is comfortable with what the, uh, the arrangement looks like. So, those are the proposals that I put forth for the Council to consider.

**MAYOR MASTERS:** Thank you. Mr. Chair, I do have a couple questions for the..., a couple comments rather.

I wanted to ask the principal... Yes, Ms. Brown, could you come back to the, to the podium. [Pause]. On the [pause]. What is the criteria for student'.., what... Let me ask, what qualifies a student to attend your Academy? Is it.., do they have to pay? Do they have to have a certain point average?

**PRINCIPAL T. HICKS-BROWN:** This is a free public charter high school and we are a choice program and so, you do have to apply to be admitted. We are looking for motivated students, of course, and students with an interest in maritime science or technology. And, um, as far as free access, anybody can apply. Anybody can apply to the school. Because we are very small, we have to be somewhat particular because each child counts so much when you begin to talk about school grade. As we expand, I think we'll be able to help more and more students that, that are struggling students.

We, we do make provisions for that now, um, but the, the, you know, if we're able to expand and grow, I think we can help a lot more students who may struggle with reading and math, those basic core subjects.

**MAYOR MASTERS:** Thank you. Unfortunately... Thank you, Ms. Brown.

**PRINCIPAL T. HICKS-BROWN:** Okay.

**MAYOR MASTERS:** Unfortunately, we don't have a way of equating or doing the, the numbers as far as the students that, that graduate and then go get good jobs, come to our City, pay taxes, give back, crime is reduced or deduct', um, crime is, um, is reduced. There's so many other variables that you can't really put a number on. Saving a life.., I heard a young man say that this Maritime redirected his whole life and I think he said he was working at Canvas Design or.., now, um, you can't put a price tag on that. But I hope and I pray that our Council will find a way to accommodate this school in, in this community with one of these options. I was gonna ask the Manager, have any of these options been offered to, to the applicant but they haven't yet because he has to get direction from the Board. Is that correct?

**CITY MANAGER EVANS:** That is correct. These, these items were in conversation with the, with the chairman and then I decided in [stammer], in, in conference with the Chairman that it was applicable to bring this Item before the Council to seek additional direction as to how the Council would like to proceed because the Council may decide to...

**MAYOR MASTERS:** I understand.

**CITY MANAGER EVANS:** ...take the arrangement that's on the table. So, it was just merely for the edification of the Council and allow for them to see some additional options so they can show that Staff has done their due diligence concerning this matter.

**MAYOR MASTERS:** And I, I do fully understand. I do want to comment that I had an opportunity to make this a campaign for me. Everybody knows that when I'm on a, on a mission on a campaign I believe in going door to door and I've done that all across this community and City. And the reason why, is because I wanna know what the issues are, what people feel and what they're telling me. Not so much what I think but it's about the people. I wanted to know if there was any interest in the African American community, particularly in the neighborhood and adjacent to the neighborhood in order to champion the cause of the school? I wanted to see was, um, the neighbors in that neighborhood and close by had knowledge of the school and how they could, and I use this, this term grow, go and glow. I saw the excitement in the eyes of so many young people. I saw the parents excited. I, I saw some tear up. As Ms. Judy? Is that it? Ms. Gibson, uh, stated, I support the school and I would like to see our Council work something out that is fair and just to both parties. Not only do I support this school, I support any school that's going to educate our young people in Riviera Beach and particularly, that, that will give them opportunity for jobs 'cause there's two keys to bringing down the violence, which can be perceived as outrageous by many in our



community, several shootings, several killin'... Not just in our City but other cities and that's education and employment. And those are the two that I see, at this school, that's why I support it and hope we can agree some kind of way to expand the school.

Thank you, Mr. Chairman.

[Inaudible dais comment]

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Alright. Thank you. So, a couple of weeks ago, we had the Palm Beach Boat Show. Right? I think it was two weeks ago. And that Friday of the boat show, there was a symposium of all of the marine industry leaders and they were talking about what was going on, the future trends, the whole bit. Everything related to the marine industry. But one thing every company kept talking about was the lack of skilled labor and that's one of the reasons why early in the morning and at 5:00 o'clock in the afternoon, you see vans and buses and whatever going to the TriRail station because the majority of the workers are coming up from Fort Lauderdale because we, in Palm Beach county, don't have the skilled labor, in the marine industry. You hear it from Viking, from all of the marine related companies in Palm Beach County, they will tell you the same thing.

The way I look at the Maritime Academy is, this is a public private partnership and there needs to be more public private partnerships. The land that the portables sit on right now, is zoned community facility. And it's zoned that way because of the Boys & Girls Club. The Boys & Girls Club has been over there a long time. So, would you want a boat manufacturing plant right next to the Boys & Girls Club? Someone servicing boat engines? You know, working with resins which, you know, have, you know, horrible odors while the kids in the Boys & Girls Club are playing outside? No. We wouldn't want that and that's why it's been zoned community facility.

I have been a supporter of this school from the beginning and was before I was on the Council and I continue to support the school because the marine industry is one of the top industries in the county and we need to train the children in Palm Beach County about the marine industry, especially the children here in Riviera Beach and in in West Palm Beach, because it's right here. You go up and down Broadway, it's all marine. And you're seeing it more and more in the industrial area. You have companies from Fort Lauderdale who now have warehouse space in the industrial area because, most of their business now is here, in the City of Riviera Beach or in, in the north end of West Palm Beach because of Rybovich. This is a no-brainer. You know, Riviera Beach committed, years ago, to preserving our waterfront as working waterfront while other cities were rezoning the intracoastal to allow condominiums. Riviera Beach stepped up to the plate and said, 'We understand how important the marine industry is to Riviera Beach, to Palm Beach County, to all of South Florida so we are going to preserve it. And that's why we have so many businesses here and it.., I believe it is

imperative that we continue to get more children in Riviera and West Palm Beach, that north end of West Palm Beach, more involved in the school so we can teach them a trade. And then these people go back into the community. Now, they don't., they're not, you know, they don't have a \$9 or \$10 job, they have a real career and these are the people that are going to start investing in our neighborhoods and that's how we're going to change the neighborhoods. And it's not gonna happen overnight but it's gonna happen in time.

You know, we, we continue to see the expansion. You see that., the Rybovich expansion, it is incredible and I would really ask everyone here to try to go and, you know, get an appointment with Rybovich and see what they are doing in our community. It is incredible. Viking is full speed ahead on their expansion. And we just learned a couple of weeks ago about what they're going to do now along the Broadway corridor, incredible. You have Marty Murphy, you have so many companies. We just met, uh, well, Danny Jones and I and., we met with the company that came in here from Holland. They are one of the largest, what is it, marine painters? You know, they paint these big, mega yachts, these \$100,000,000 mega yachts and they see the opportunity, all the way from Holland. They see the opportunity in Palm Beach County and they came here looking for space. And we couldn't find them anything so they're holed up now over at Rybovich, In Riviera Beach. But it just shows you, this is, you know, the marine industry here isn't the little marine industry that we had a decade ago. It is expanding and it is becoming a true international business. These international companies are coming here.

So, I am, I am in favor 100% making this a public private partnership. If, you know, if you're not comfortable with a dollar a year, that's fine. So let's sit down with them and see what, you know, work out something so we can all be comfortable with it. But, please remember, the use of that land. It is zoned community facility because it is right next to the Boys & Girls Club.

And the last thing, I believe we, we own the Boys & Girls Club property and I don't think they pay us anything. Nothing. We don't get a nickel a year, nothing. So, you know, I would ask Council to please think about this. Let's give Mr. Evans direction to sit down with Viking, you know, come up with something that everyone is comfortable with and let's move it forward. The new school year is starting in a couple of months. And this contract, I believe, expires or expired already and we're on a month to month. So, those are my comments.

Thank you.

**CHAIRPERSON DAVIS:** Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Motion to direct Mr. Evans to return to Viking and have a discussion with regards to a public private partnership.

You know, I agree with my colleague as it relates to the importance of public private partnerships. I think that when you're talking about partnerships, there has to be

a benefit to all parties. So, if at all possible, you have laid out..., Mr. Evans has laid out the options and I would say that we return at the next meeting [stammer], well, let's direct you to a immediately schedule a meeting with the Viking principals to..., and the Maritime Academy principals, to discuss the options as, as you have laid them out in your memorandum to Mr., uh, Chair Davis and return to the next meeting with a Resolution.

**COUNCILPERSON PARDO:** Second.

**CHAIRPERSON DAVIS:** Before that motion is spoke upon, properly moved and second, can we hear from the rest of the colleagues?

**COUNCILPERSON DAVIS JOHNSON:** Absolutely.

**CHAIRPERSON DAVIS:** Okay. Anyone else wanna speak? Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** I understand the importance of education and educating the children in Rivera Beach is really important but what else is also important in..., to the citizens and the children of Riviera Beach is that we be good stewards of the things that we are in charge of for, for those, for those students. While we know that the property is prime land and so very close to the water and I know it's more amenable for that type of program because it is such but what we have been doing lately, in the City of Riviera Beach, and I do..., we, we have to make better dea'..., deals. We have to be..., make better concessions. While I was pleased to see the drawings that the Viking group brought in at their last presentation to tell us about the warehouses that they were building and the companies that were gonna be able to come up here and see they were goin'..., they were willing to put that on their land which is closer to the water and... But, our land, for a dollar a..., for a dollar a year, we can't..., they can't afford to put the school on their land because their land is very valuable, ours is equally as valuable. And while we're..., what..., so, we have to have a [pause]. We ha'..., for..., again, for a public private partnership to work, everybody has to get something out of the deal. And we have to get something out of the deal that we can explain to our residents that when our children grow up and get old enough to understand the value of that land and the finances and the decisions that we sit here and make, that they will wa'..., they won't wonder had we lost our minds.

We have to take our time and I, I have no problem with Mr. Evans sitting down and coming up with the best and the most lucrative deal for the residents of Rivera Beach and, and that's what, you know, that's what I'm holding him to, that's what I expect to be done and I look forward to seeing what he brings back to the table because the, the Marine Academy is a school and it's an industry that our children should learn about here in Riviera Beach.

**CHAIRPERSON DAVIS:** Vice Chair, you have anything?

**CHAIR PRO TEM MILLER-ANDERSON:** I just wanted to add that, you know, I, I do agree with all of my colleagues, all the different versions that have been put out today but I do want to make sure that, um, everyone understand that it's not that we

have an issue with the school or the type of school that it is or the children that you're serving, we're also in negotiations or have been in talks with Viking in terms of swapping land. We have a need on the Riviera Beach side, as well as they have a need with the school side so I'm hoping that we could come to some sort of happy medium and be able to work something out. I know someone mentioned about the Boys & Girls Club not paying anything but, as Mr. Evans pointed out, they are open to everyone. Now, with the Marine Academy, the principal stated that, you know, they do, they do have a selection criteria and we know that a lot of our children in our school, based on the, the data that has been presented, is that many of those children are performing below grade level. So, right there cuts out a lot of the children if we're saying that, or if you all are saying, that we have to be very selective in who we bring in because of the school grades.

**CHAIRPERSON DAVIS:** Mhmm. Yep.

**CHAIR PRO TEM MILLER-ANDERSON:** So, that's something, you know, so, we're not talking about apples to apples. There is apples and oranges when it comes to the Boys & Girls Club. They serve a whole different purpose. And, but again, like I said before, I'm all for education. I'm an educator. I actually had Ms. [stammer], Ms. Tonya on an informational show that I have here at the City so I am very supportive of the school but, at the same time, I have to make sure that the decisions that we make up here are what's best for the City, especially when it comes to the amount of revenue that we're taking in.

So, I look forward to the, the talks that Mr. Evans and, and Viking have along..., together and see if we can come up with something that works for both of us.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. Based upon previous discussions, prior to this meeting and workshops that we have sat through timeless again, Mr. Healy has been very clear that he wasn't taking nothing..., well, outside of the dollar year lease. So, if we're gonna direct Staff to do something that he has never considered nor agreed to do, we don't need to waste Staff time and waste their time even moving any further 'cause he's al'..., been very clear, stating that he wanted a dollar, a dollar a year lease on this property because he said banks will not give him funding without that particular dollar a year lease.

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Mr. Healy's right there.

**COUNCILPERSON PARDO:** Yeah. Or...

**CHAIRPERSON DAVIS:** So...

**COUNCILPERSON PARDO:** ...Tyler. If that's okay, sir?

**CHAIRPERSON DAVIS:** Well, let me continue my comments.

**COUNCILPERSON PARDO:** Okay.

**CHAIRPERSON DAVIS:** I wanna say to the y'..., the young children that are here, the so many that are here. I wanna say to you, whatever it is that you continue... I wanna say thank you first, for coming to the Council Chambers. My comments today is a business and economic and a social decision in moving forward but thank you for the commitment that you've done and your investment into this community, I wanna say thank you for that. Alright? To the public who's here for this Item, I wanna say thank you as well for coming to participate in the process.

I've been very clear and very open and transparent with Mr. Healy in our conversations about the City of Riviera Beach. And I will ask Staff this question, who's the largest owner in the C'..., property owner in the CRA? Is it Viking?

**UNK:** Yes, sir.

**CHAIRPERSON DAVIS:** Viking is the largest property owner in the CRA, the largest property owner. Alright? So..., which is great. So, they own all this property but we have a brand new library that we're looking at constructing, of four stories, that we gotta pay for, we as a community. Alright? That library's gonna probably run us over \$30,000,000. We've got four fire stations we gotta replace, we need a new police station, we need a new gymnasium, which is a public safety building. We got over \$200,000,000 of infrastructure we gotta address, including a potential new Utility District, we're in talks about our water plant. This money has to come from somewhere. So, when you talk about water, you're talking about the quality of life. Just as important, if not more important, it's education. That parcel there, all I've been asking my colleagues and for Staff to present, is a plan, which I will give Mr. Evans credit for. He's presented as many options as he can on what's going on in our community.

Not long ago, our County Administrator, Ms. Verdenia Baker, had a very strong speech about workforce housing in Palm Beach County. Workforce housing, which is not affordable housing, for those who have quality jobs, police officers, firefighters, school teachers, people in this room. When it come' to employee and community retention, that is very important, that's very vital. Right now, 60% of Riviera Beach is owned by rental properties. Okay? So, when we look at the overall picture of every decision that we make, we have to take all this stuff in consideration. I stated on the la'..., on record, clearly, I would like to see Maritime School stay within Riviera Beach and I will say it again. But I'm asking Maritime and I pray that the owners of Maritime Academy, who have millions of dollars, who's the largest landowner in this community, to build this school on one of their parcels so that we can potentially look at a concept that will allow us to have workforce housing for employee and community retention in this great community. Right now, we're landlocked. We don't have any place to build workforce housing. We got people moving into our community every day. We got people living in hotels, we got people living on the street. We don't have enough

housing. We got folks in Stonybrooks that we're trying to relocate but we need places to build.

My decision will not be afraid to do the right thing for everybody in this room. So, I'm gonna ask Viking to please keep this school in Riviera Beach but put it on your property and we can do a public private partnership on your property. There's all kinds of centers we can use, whether it's permitting on construction, cost Mr. Tyler...

**COUNCILPERSON PARDO:** It's really hot.

**CHAIRPERSON DAVIS:** There's all kind of things we can do with you guys, in this school. Matter of fact, behind us, the School District has some vacant property sittin' right behind this building right now. That's doing nothing. But that parcel can serve all of us in a better place to create workforce housing for our professionals that we have here. I had a young man, last week, I was walking on..., walking my normal walk and he was an employee here in Riviera Beach and he said, 'Mr. Davis,' I'm not gonna call his name but he works in Public Works. He said, 'The problem I'm having is, the money that I make with the City,' Mr. Tyler, the money that he make, that we pay, with taxpayers' dollars doesn't allow him to put his three children in a safe area that they can go out and play and do some nice things. When you look at the Boys & Girls Club, that property is adjacent to where that school is. So, could you imagine workforce housing and somebody having your family, or anybody else family, adjacent to a building that's working well with a Boys & Girls Club, providing great experiences and creating a public private partnership with the Maritime School on a parcel somewhere nearby, as we impact the economic development in our CRA? As we got restaurants, hotels and job creation.

You all know I have been very supportive with providing..., when you had the program for interns for summer pr'..., interns for hospitality. I went and found over 15 people, knocked on doors and got them a part of that program. So, I've been very supportive. But what we do has to work for all. So, I can support a public private partnership but I would like to support that, as Staff even..., also, with that motion, if some'..., an'..., another, another motion, if someone'll give it to me, to do a public private partnership and its options on Viking's parcels, here in the City.

[Inaudible background comments]

**CHAIRPERSON DAVIS:** And I would like to ask somebody to make an amendment to the motion to add that as well so we can look at all our options.

**UNK:** May..., if you don't, may I...

**CHAIRPERSON DAVIS:** Hold on, hold on.

**COUNCILPERSON DAVIS JOHNSON:** I was the maker of the motion.

**CHAIRPERSON DAVIS:** You was what? Would you mind making an amendment adding that they.., that we do.., consider a public privates partnership on Viking's parcels as well?

**CITY MANAGER EVANS:** Can you clarify how that would work?

**MAYOR MASTERS:** No, no. Hold on.

**UNK:** What do you mean?

**MAYOR MASTERS:** ...Let me, let me....

**CHAIRPERSON DAVIS:** What I mean is, Staff will sit down and look at the entire CRA in the City and look at.., come back with an assessment of all the properties that Viking and Maritime School have been working with. S'.., there's been a move to separate the two but you cannot separate the two because the two names have been associated since the existence of the two entities.

**CITY MANAGER EVANS:** [Stammer]...

**CHAIRPERSON DAVIS:** Hold.., hold...

**CITY MANAGER EVANS:** Go ahead.

**CHAIRPERSON DAVIS:** All I'm asking is that you all sit down and say, 'Hey, Here's our options for the City's property, here's the options for, for Viking's property for the Maritime School and then we can make a decision based on both of those options. That's all I'm asking.

Yes, sir.

**MR. T. ALTON:** Can you define for me a public private partnership? What would you bring to the table? We're gonna bring \$6,000,000....

**CHAIRPERSON DAVIS:** Listen.

**MR. T. ALTON:** ...[inaudible].

**CHAIRPERSON DAVIS:** I'm not gonna negotiate on TV.

**MR. T. ALTON:** No, I'm not negotiating, I'm just asking.

**CHAIRPERSON DAVIS:** [Inaudible].

**MR. T. ALTON:** I'm asking. What do you have in mind as a public private partnership?

**CHAIRPERSON DAVIS:** Now, if Staff would like me to sit down with Mr. Evans and, and to share some ideas with Mr. Tyler, I will sit down with him, if directed by the Board

to do so, to share about public private partnership because you're gonna construct the school. There's gonna be some things, legal.., I will have to sit down with Staff and the City Attorney to find out what are some of the incentives that we can give you, whether it's construction costs, with the permitting, all these [inaudible], impact fees and all those things, on your property.

**MR. T. ALTON:** Alright. So, we put up the property, we put up the \$6,000,000 and you waive me, like, \$50,000 grand of impact fees?

**CHAIRPERSON DAVIS:** Well, we.., and we...

**MR. T. ALTON:** Well...

**CHAIRPERSON DAVIS:** ...will bring something to the board...

**MR. T. ALTON:** [Inaudible]...

**CHAIRPERSON DAVIS:** ...whatever that is.

**MR. T. ALTON:** I understand.

**CHAIRPERSON DAVIS:** Whatever that may be.

**MR. T. ALTON:** You know, I think we presented a very strong case and I thank everybody from...

[Inaudible dais comment]

**MR. T. ALTON:** ...the Maritime Academy for coming out. These are hardworking teachers, hardworking students and, you know, you won't be forget by Viking, that's for sure. So, okay. We [stammer] presented a strong case at a dollar a year. Our current lease rate is \$500 a month. I multiply that by 50 years, you're gonna get \$300,000, I believe. So, you know, that would essentially mitigate the loss of revenue, that you had described earlier. And, you know, that's about... I mean, that's, that's, I guess, we're gonna leave it as. So, it's unfortunate. You know, we'd love.., this is our vision, this is Mr. Healy's vision. We'd love to bring up the five, \$6,000,000 and put it to work, on the City property as a true public private partnership and, um, I guess we'll leave it at that.

**CHAIRPERSON DAVIS:** So, what, what are you saying? Are you walking away?

**MR. T. ALTON:** I'm saying, the ball has been in your court for three years now and so, unfortunately for us, we can't [chuckle], I, I don't know what else we can do here, sir.

**CHAIRPERSON DAVIS:** So, nothing outside of a dollar a year you can work with?

**MR. T. ALTON:** So... I just, I just spent.., we would, we would match the existing lease rate that we pay right now. And [stammer] this is why we had a workshop, so we could workshop this so we could get feedback from the Board to say, you know, we



want you to tell us, tell us what it's gonna take to put this building there and construct the building so we can get to work. So we can make sure these kids have a place to go to school next year, well, the following year 'cause we've already screwed that. So...

**CHAIRPERSON DAVIS:** So, let's take in consideration, 'cause I don't want nobody gettin' afraid of their jobs and school so let's, let's deal with that iss'...

**MR. T. ALTON:** Oh, they should be very afraid.

**CHAIRPERSON DAVIS:** Oh, no, no. Let's.., no, no, no. They shouldn't be afraid because ya'll...

**MR. T. ALTON:** You all failed to make a decision for the last three years. We workshoped this last.., we workshoped this months ago, we've cancelled multiple meetings, tell us what it's gonna take to put that school where it's supposed to go, next to Boys & Girls Club. We've made you an offer at a dollar a year for 50 years, a fair offer in this type of deal structure and we want some feedback. You're kicking the can down the road further. You're telling the City Manager [stammer], with all due respect, he just got into play here, you're telling him to come back and renegotiate, open up the door and that's just not gonna happen. We need an answer on.., from the City, what you're willing to do? Do you really want the school there or not? Simple as that. And if you want it there, how.., you know, what do you want it for? Do you want it for a dollar a year, like you [stammer] should take it for, do you want it for the existing lease rate? Do you want it for a certain number? Then, at least we know what to, we know what to work off of. We know what to do.

**CHAIRPERSON DAVIS:** Okay

**MR. T. ALTON:** We're waiting for you. The balls in your court, we're waiting for direction...

**CHAIRPERSON DAVIS:** O'...

**MR. T. ALTON:** ...from you.

**CHAIRPERSON DAVIS:** Okay, Mr....

**MR. T. ALTON:** I can't vote for ya.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Okay. Well, this is what... Okay. How long would it take to construct the school?

**MR. T. ALTON:** Uh, under, under a year. George...

**UNK:** Ten months.

**MR. T. ALTON:** Ten months.

**CHAIRPERSON DAVIS:** Okay.

**MR. T. ALTON:** Yeah. Nine, ten months seems...

**CHAIRPERSON DAVIS:** Okay.

**MR. T. ALTON:** ...[inaudible]...

**CHAIRPERSON DAVIS:** Okay. Let, let's, let's, let's be clear here to protect.., I want people to be comfortable in this room that's going to school and that's working there, so, I have no problem supporting the lease for the next 18 months until we [stammer]... And, whether this doesn't approve or not because we gotta give you time to construct that building on, on one of your many parcels in this City, if that was the case because I'm asking you and I'm praying and, once again, because it's not built on our property.

**MR. T. ALTON:** Stop puttin'.., stop putting this on us.

**CHAIRPERSON DAVIS:** Hold on, hold on, hold on.

[Inaudible audience comment]

**MR. T. ALTON:** You know?

**CHAIRPERSON DAVIS:** Hold on.

**MR. T. ALTON:** Make, make the right decision here. We can't.., we need a long-term lease so we can fund the \$6,000,000 construction of the new school. I don't need a month to month. I mean, listen, you're...

**CHAIRPERSON DAVIS:** No. What...

**MR. T. ALTON:** I don't need a month to month lease. I mean, our students are gonna go to school there. I need a long-term lease agreement so we can turn...

**CHAIRPERSON DAVIS:** No...

**MR. T. ALTON:** ...around to our banking institutions and say, 'The City's with us in a true public private partnership.'

**CHAIRPERSON DAVIS:** Here...

**MR. T. ALTON:** If the City's not with us, then we can't fund the school and there, there's no school.

**CHAIRPERSON DAVIS:** Excuse me, sir. With all due respect, I'm gonna be calm, you all should not be wor'.., worried. So, I didn't appreciate that part that you told.., and you're using the young people as leverage. I don't like that when it come to young folks.

Do not tell them they should be worried. You're dealing with a company that has multi-millions of dollars and the largest landowner and you're telling us that the only public private partnership that you can do is on the people's land. The welfare system is over now, when it come to Riviera Beach.

**UNK. AUDIENCE:** Right.

**CHAIRPERSON DAVIS:** Okay.

**MR. T. ALTON:** Sir?

**CHAIRPERSON DAVIS:** Okay? Hold on, I let you speak.

**MR. T. ALTON:** Go ahead. Go ahead.

**CHAIRPERSON DAVIS:** And I understand...

**MR. T. ALTON:** Go ahead.

**CHAIRPERSON DAVIS:** ...you're emotional 'cause you got a job to do but we're gonna handle a business meeting right now.

**MR. T. ALTON:** Okay.

**CHAIRPERSON DAVIS:** With all due respect. The welfare system is over. All I'm stating is that we have options. All I ask was give'.., I.., this is nothing to the, to my colleagues.., this is nothing that I did not ask them in our one on one sessions. So this is not by surprise, just for the record. I asked you in those sessions to come with our Staff so we can [inaudible] options and ya'll stood very stern on that dollar and that was it.

**MR. T. ALTON:** Alright. So make...

**CHAIRPERSON DAVIS:** I don't wanna...

**MR. T. ALTON:** ...a decision.

**CHAIRPERSON DAVIS:** I don't wanna kick it down the road anymore. All I'm stating is, sir, with all due respect, you have.., you're the largest landowner in the CRA. Okay? And, and with the entity that you're tied to, all I'm asking you is to look at an option on what it would take to do it on one of your parcels and what would be one of the incentives that you need from Staff to help you all get the financing on your property so the banks can be happy and we can keep everybody in this room working, educated and do a better job of recruiting local Riviera Beach residents.

**MR. T. ALTON:** The, the problem on our property, honestly, and, and I'm not trying to be, uh, negative or judgmental here, the problem with doing it on our property is that, you're right, there, there, there is a separation, there is a separation between Viking

and RBMA. The Viking Yacht Company has, has stopped funding RBMA, they funded it for about a decade. They funded it to the tune of eight to \$10,000,000 for that decade, plus construction. So, they, they have been pot committed. It's unsustainable for a business to do that, and so they have stopped. I don't work at the Yacht company. I work at our real estate, real estate development segment. Mr. Healy, obviously, is the Healy enterprise over everything. The, the problem is, our private property is owned by a board, it is owned by a collection of family members and board members and other companies and assets. I, I don't, I can't..., it's a..., I, I can't vote. I can't say, 'Listen. You know what? We're gonna put this on another piece of property because,' because it's a, that's a board decision. That's not a, that's, that's a for profit board decision. This is a non-for profit charter school. The real essence of a public private partnership, there're so many community benefits in this. As you all are very well aware of. This is a non-for profit, educational institution that we wanna engage with you and we wanna contribute millions of dollars to build and, and so we just can't, we can't put that on private property unfortunately. If this was a renaissance academy, if this was a for profit charter school...

**CHAIRPERSON DAVIS:** Mhmm.

**MR. T. ALTON:** ...that'd be a much different conversation. Then, I could make the business case internally that..., we're, we're not in the business of making money off of these [chuckle] students. That's not our model. And so, you know, our model is a free, non-for profit charter school that has sounding economic impacts in this City. So, I mean, that's just..., that's the answer, right? It can't be, I'm sorry, and, and I don't wanna negotiate publicly but I'll just tell ya flat out, it ca'..., that is..., that option is off the table. It cannot be put on private property 'cause that defeats the essence of the public private partnership. So...

**CHAIRPERSON DAVIS:** Let, let me ask you a question. As we address corporate welfare, have you even, at least, presented the idea to your board?

**MR. T. ALTON:** Sure.

**CHAIRPERSON DAVIS:** What did they tell you? What was they're exact words?

**MR. T. ALTON:** We have committed so many resources, time, money and effort into this. And we're gonna continue to do so. That's the mission, right? This is part of our corporate phil'..., philanthropic efforts. Mr. Healy stands by this school. We've been up here for three years straight. We made a huge presentation months ago. It's continual how much money and effort we put into this every month. Consultant fees, recruiting. I think recruiting efforts this year are closing in on \$100,000. I mean, that is money that we're not gonna recover. If I have to show it against my bottom line, it's..., that's, that's a negative impact but that's part of our efforts in the community. It's part of making Riviera Beach a better place.

And so, you know, we stand by this. We stand by our proposal and, and I'm glad we're here right now because...

**CHAIRPERSON DAVIS:** Mhmm.

**MR. T. ALTON:** ...we need to know from you if you really want this. You know, [stammer] do you want the school? If you don't want the school, that's fine, that's your..., that is your vote. And we sta'..., we'll stand by your vote, whatever it is but we need feedback from you.

**CHAIRPERSON DAVIS:** Mr..., what I will say, and if anyone wanna chime in, everyone on this Board, I think, said they want the school. We've been clear on that. So, let's, let's get that question answered for anyone who just chimed in, the entire Board, including the Mayor, says, 'We want the school in our community, in this great City of Riviera Beach,' and we're very grateful for the efforts that you've done this far. So, let's make sure people will capture that.

**MR. T. ALTON:** Okay.

**CHAIRPERSON DAVIS:** Okay? But let's get back to what we said. We got a new public library we gotta build, four stories, okay? With a museum, we got four fire stations, new City Hall, new gymnasium, Public Safety building, over \$200,000,000 in infrastructure and potential Water Utility District issues. Okay? So, you're talking about over a half a billion dollars. Alright? Potentially. Give or take a few 'cause I don't have a numbers guy here and you don't have your numbers guy here, okay? And so, now we're talking about a parcel that you're asking for 50..., or \$50 a year times 50 is \$50.

**UNK.:** No, one dollar.

**MR. T. ALTON:** Fi'..., five [indulge]...

**CHAIRPERSON DAVIS:** One dollar a year.

**MR. T. ALTON:** Yeah.

**CHAIRPERSON DAVIS:** One dollar a year.

**MR. T. ALTON:** So, now we're really trying to leverage, aren't we?

**CHAIRPERSON DAVIS:** No, no. One dollar a year. No, no, no.

[Inaudible audience]

**MR. T. ALTON:** Now we're definitely trying...

**CHAIRPERSON DAVIS:** Well, well...

**MR. T. ALTON:** ...to leverage [inaudible].

**CHAIRPERSON DAVIS:** ...we, we're not talking about something that hasn't been...

**UNK.:** \$500

**MR. T. ALTON:** That's what I said.

**CHAIRPERSON DAVIS:** No. Listen...

**CITY MANAGER EVANS:** Que'..., question. Just, just...

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** ...for my...

**CHAIRPERSON DAVIS:** Mr. Evans.

**CITY MANAGER EVANS:** ...own edification, Mr. Chair, if you don't mind. How bi'...

**CHAIRPERSON DAVIS:** Please do, sir.

**CITY MANAGER EVANS:** ...how big is the s'..., the, the facility that you're proposing to construct, square footage wise?

**MR. T. ALTON:** If you don't mind, I could ask Terrence that, potentially.

**UNK.:** 30, 000 sq. ft.

**CITY MANAGER EVANS:** 30, 000? Okay.

**MR. T. ALTON:** I feel like we're getting somewhere now.

[Inaudible audience]

**UNK.:** Good luck with that.

**CHAIRPERSON DAVIS:** And how much do you get per square footage? \$200?

**CITY MANAGER EVANS:** I, I had the, I had the opportunity to speak with..., and, and actually, if Mr. Skyers is, is out in the lobby, if he could come in or Mr. Boussard. We have them here for another Item but obviously...

**CHAIRPERSON DAVIS:** Okay.

**MR. T. ALTON:** ...this is within their purview and so they can certainly provide some insight with respect to the cost per square footage and then see if there's an opportunity to...

**CHAIRPERSON DAVIS:** That...

**CITY MANAGER EVANS:** ...to get to a...

**CHAIRPERSON DAVIS:** That...

**CITY MANAGER EVANS:** ...point

**CHAIRPERSON DAVIS:** That'll help. To have some...

**CITY MANAGER EVANS:** So...

**CHAIRPERSON DAVIS:** ...professionals come in and...

**CITY MANAGER EVANS:** Yeah. They're...

**CHAIRPERSON DAVIS:** Here they come.

[Inaudible background comments]

**CITY MANAGER EVANS:** So, Mr. Skyers, the...

[Inaudible background comments]

**CITY MANAGER EVANS:** ...the question on the table is, um, they are looking to construct a 30,000 sq. ft. facility on the property that the City owns. Currently, they have proffered a one year.., or sorry, a one dollar per year for 50 year agreement to the City and we're looking at the possibility of [stammer] getting into an arrangement that is a little bit more consistent with market so we wanted to get, if you can state for the record, your name, your expertise and then provide some insight to the Council and then we can address some questions and maybe get some type of number on the table.

**MR. P. SKYERS:** Certainly. Good afternoon, Commissioner. Paul Skyers, 2001 Broadway. I'm an economic development specialist here in Riviera Beach, have been for the past 16 years. And I'm quite familiar with rates like what you're talking about per square footage for raw land. On the commercial side, if you're looking at the high end, you're looking at roughly \$6.00 sq. ft., fully loaded. So, you'd have to provide whatever utilities that the tenant would require to do his ver'.., vertical improvements. On the low end, you're looking at about \$4.00, \$4.15.

**CITY MANAGER EVANS:** Okay.

**MR. P. SKYERS:** And that would be unloaded. In other words, then the, the burden of putting the improvements in place, all the horizontal, would be on, on the tenant.

**CITY MANAGER EVANS:** For commercial?

**MR. P. SKYERS:** For commercial. Not nec'.., I don't know if you categorize a school as commercial...

**CITY MANAGER EVANS:** No. It'll be.., it would be...

[Inaudible background comment]

**MR. P. SKYERS:** Okay.

**CITY MANAGER EVANS:** It'll be industrial.

**MR. P. SKYERS:** Alright. So...

**CITY MANAGER EVANS:** Or, or...

**MR. P. SKYERS:** ...institutional.

**CITY MANAGER EVANS:** ...institutional. I mean, institutional, I'm sorry.

**MR. P. SKYERS:** Yeah. I'm not sure what the comparative rates would be on the institutional side. It would probably be a factor of about 15% lower than, than commercial.

**CITY MANAGER EVANS:** Okay.

[Inaudible background comment]

**MR. P. SKYERS:** What's that?

**MR. T. ALTON:** Nothing. [Chuckle].

[Inaudible background discussions]

**CHAIRPERSON DAVIS:** Let, let's, let's look at this.

**MR. P. SKYERS:** If, if you were gonna make an accommodation because the tenant needs to build a facility, then you could do a structured lease with them, where you graduate the, the expense.

[Inaudible dais comment]

**MR. P. SKYERS:** So, you start low...

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

**CHAIRPERSON DAVIS:** Vice Chair?

**MR. P. SKYERS:** ...and, and graduate upwards as, as the structure gets completed.

**CHAIR PRO TEM MILLER-ANDERSON:** What., with the motion being on the floor...

[Tapping microphone]

**CHAIRPERSON DAVIS:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** We're doing exactly what...



**CHAIRPERSON DAVIS:** They should...

**CHAIR PRO TEM MILLER-ANDERSON:** ...Ms. Da'...

**CHAIRPERSON DAVIS:** ...be doing.

**CHAIR PRO TEM MILLER-ANDERSON:** What Ms. Davis Johnson asked to be done. And so, I would think in good faith that if we say this is what we're going to do, which we're trying to do right now and I don't think it would be appropriate for us to just sit here and come up with some number when we don't know if that's exactly what we should be asking for. So, I, I would hope that Viking and RBMA would understand that we're not trying to prolong this, we're now sitting here trying to figure out these figures and this is exactly what we want to happen, outside of the meeting. You know, I don't know if this is something that come back next meeting, how long it would take for you all to figure out the numbers but I think what we're doing right now needs to happen as Ms....

**CHAIRPERSON DAVIS:** And that...

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

**CHAIRPERSON DAVIS:** ...and that's what I stated earlier, we don't need...

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

**CHAIRPERSON DAVIS:** ...to negotiate in public and I agree with you. Vice., I mean...

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** ... I mean, Madam Clerk, could you restate the motion? Do you have it?

**UNK.:** When's the next meeting and when [inaudible].

**CITY CLERK ANTHONY:** The motion that was made was directing the City Manager to get with the representatives of RBMA and negotiate with them regarding the various options that may be available that will be opportunistic for both parties involved and bring it back to the next City Cou'.., the very next City Council meeting.

**CHAIRPERSON DAVIS:** Okay. I can support that motion.

**MR. T. ALTON:** When, when would that meeting be, if you don't mind me asking.

**CITY MANAGER EVANS:** That meeting...

**CHAIRPERSON DAVIS:** They said the very next meeting.

**COUNCILPERSON PARDO:** [Inaudible].

**MR. T. ALTON:** [Inaudible].

**CITY MANAGER EVANS:** We, we can definitely meet next week. I...

**CITY CLERK ANTHONY:** The next meeting, City Council meeting, that is April 19, 2017 at 6:00 p.m.

**MR. T. ALTON:** Thank you.

**CITY MANAGER EVANS:** The..., and, and what we can do, is..., if you'd like for us to get together, one of the representatives from my office is here in the building and they have access to my calendar and we can get something on maybe as early as this week. If not, the first of next week so we can solidify some type of document so I can provide the Council, in the email, the, the terms. And then, in the event that we have brokered a deal, then the possibility would the Council be amenable to an opportunity to schedule a special meeting or look to put it on the 19<sup>th</sup> for, for ratification?

**COUNCILPERSON HUBBARD:** 19<sup>th</sup>.

**COUNCILPERSON PARDO:** 19<sup>th</sup>.

**CHAIRPERSON DAVIS:** 19<sup>th</sup>.

**CITY MANAGER EVANS:** The 19<sup>th</sup>? Okay. So, we will, uh, we will convene to work out the terms and condition of a, a long-term lease agreement with the direction of the Council. Obviously, the Council has made legislative intent that they do want to proceed forward with entering into a long-term lease agreement with the Maritime Academy for a period of 50 years and then we'll work on the logistics on that. And then, I will inform the Council accordingly and then we'll schedule it for the 19<sup>th</sup>.

**MS. T. HICK-BROWN:** Council and City Manager, I just , again, would implore you to consider that the property has always been used for education purposes. I don't believe that, um, the advancement of the Academy should necessarily be strapped to one corporation. It's not the William T. Healy Academy, it's not the Viking Academy, it's the Riviera Beach Maritime Academy. And, it is a non-profit entity.

[Audience clapping]

**CHAIRPERSON DAVIS:** [Stammer] with all due respect and I'm, I'm glad that you all are proud of being in Riviera Beach but understand everything that we all stated today, we, we welcome you, we wanna keep you. But, Staff is gonna sit down and look at all our options and bring it bring to this next meeting so we can have a discussion and be prepared to vote one way or the other.

**MAYOR MASTERS:** We don't even need to comment now, we need to vote.

**CHAIRPERSON DAVIS:** We, we can move forward...

**MR. T. ALTON:** It's, uh...

**CHAIRPERSON DAVIS:** ...call the question.

**MAYOR MASTERS:** We need to vote, sir. Let us vote.

**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:** Thank you.

**MR. T. ALTON:** Thank you.

**MAYOR MASTERS:** Try to calm down now.

**COMMENTS FORM THE PUBLIC**

**CHAIRPERSON DAVIS:** Let's go to public comment. Public comments.

**PUBLIC COMMENTS SHOULD BE RESTRICTED TO ISSUES MATTERS OR TOPICS PERTINENT TO THE CITY OF RIVIERA BEACH. PLEASE BE REMINDED THAT THE CITY COUNCIL HAS...**

[Inaudible audience comments]

**MAYOR MASTERS:** Excuse me. You have to be quiet. Please be quiet as you exit.

The Chair is speaking.

**CHAIRPERSON DAVIS:** ...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 OR THE BUILDING, IF NECESSARY. LET'S PLEASE GOVERN ALL OF OURSELVES ACCORDINGLY.

**CHAIRPERSON DAVIS:** We all have three minutes during the public comment and the first person [pause] is Ms. Wooten.

[Inaudible discussions]

**MAYOR MASTERS:** We, we [pause], we thank all the students for coming from Maritime and we look towards your success and getting those high paying jobs.

[Inaudible audience comments]

**MAYOR MASTERS:** Mr. Gibson, good to see you tonight.

**UNK:** Is that your bag.

**MAYOR MASTERS:** Keep doing what you're doing.

[Inaudible dais comments]

**COUNCILPERSON DAVIS JOHNSON:** Mr. Gibson.

**CHAIRPERSON DAVIS:** Mr. Gibson, is this your bag?

**MR. D. GIBSON:** Not my bag. I lost it somewhere. Thank you.

**CHAIRPERSON DAVIS:** Alright. Ms. Wooten, take your time. You got three minutes.

**UNK:** [Inaudible].

**MS. B. WOOTEN:** Good evening, Mayor Masters.

**MAYOR MASTERS:** Good evening.

**MS. B. WOOTEN:** Councilpersons, City Manager and everyone on the dais. I am Bernice Wooten, the site manager for the Great American Cleanup along with Sister Havener. We're members of Neighbors United and we thank you for the opportunity of standing before you this evening. We're very grateful to Senator Bobby Powell, Council'.., Bobby Powell, Councilperson Davis and Councilperson Hubbard for partnering with us, and Ms. Marion Dozier for the Great American Cleanup which is scheduled on April 22, 2017. We know we always have the support of our Mayor and other Council Members. Additionally, we'd like to thank our Public Works Director, Mr. Johnson and Brother Jeff Gagnon and others, who are always supportive. Additionally,

a special thanks to Mr. Clotee Banks of Inlet Grove who supported us so, so very much the la'.., during our last cleanup and we're looking forward to have him support us again this year.

Now, a special appeal to all middle and high school students, we need you to take advantage of this opportunity to earn four community service hours. Parents, please encourage your children to volunteer on April 22<sup>nd</sup>. A delicious, a delicious lunch will be provided immediately following the cleanup. Every volunteer will receive a t-shirt and supplies for the cleanup. Remember, parental consent is required for all students under 18. To register, please call 561-309-3370. Registration will be held at the Monroe Heights Park beginning at 8:00 a.m. Again, middle and high school students, we look forward to seeing you on April 22<sup>nd</sup>.

Thank you so much. And, by the way, each volunteer will receive a beautiful t-shirt and following the cleanup, lunch will be served to all volunteers. And thank you so much.

**CHAIRPERSON DAVIS:** What's the date again, Ms. Wooten?

**MS. B. WOOTEN:** I beg your pardon?

**CHAIRPERSON DAVIS:** The dates again please?

**MS. B. WOOTEN:** April 22<sup>nd</sup> from 8:00 to noon.

**CHAIRPERSON DAVIS:** At which park?

**MS. B. WOOTEN:** Monroe Heights Park.

**CHAIRPERSON DAVIS:** Alright.

**MS. B. WOOTEN:** 25<sup>th</sup> & Avenue M.

**CHAIRPERSON DAVIS:** Thank you so much. Thank you ladies for all that you've done for this community over the last 40 something plus years.

**MS. B. WOOTEN:** [Chuckles]. Thank you very much.

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

**MAYOR MASTERS:** Thank you, Ms. Wooten, Ms....

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

**MAYOR MASTERS:** ...Havener.

**CHAIRPERSON DAVIS:** Ms. Karen West.

**MS. K. WEST:** Good evening everyone.

**UNK:** Good evening.

**MS. K. WEST:** Mr. Davis, I'm gonna address because when I called your office today, your secretary told me you have..., you're the Chair, the table, the seat. You have so many hats that I must address you.

I am standing here in behalf of my daughter, Wendy Davis, who on November 2014, was accepted in the CRA housing program.

**CHAIRPERSON DAVIS:** Oh, yeah.

**MS. K. WEST:** It is this date, the house has been built, ribbon has been cut, October last year, we're happy, we're all excited, she's gonna get outta my house. I'm finally gonna have my house.

**CHAIRPERSON DAVIS:** [Chuckle].

**MS. K. WEST:** And this is the date..., today she was supposed to close. It was put off for Thursday. It's not Thursday, it's the 13<sup>th</sup>. That's what the, um, title company and the banker told her, the 13<sup>th</sup>. However, Ms. Jenkin [sp] called her again today and said, 'No. It's not that date, it's 4-30.' In the meantime, in these 21 months that she have lived in my house, interest rate has gone from 4.1% to 4.65%.

**CHAIRPERSON DAVIS:** Okay.

**MS. K. WEST:** The house that she requested was a four-bedroom house because she has three teenage kids. The house on 13<sup>th</sup>.., on G Avenue, you guys know where it is, it's four houses been built over there. It's a three-bedroom house and one of the room have a hideous hanging barn door type door separating the room which is now being sold to her as a four bedroom. She's gonna have to pay taxes on a four bedroom when it's really, if you was to divide this room with a temporary beam across and you put a barn door, it's really not a four bedroom, this wouldn't be a two bedroom, it's a one big room with a division.

**CHAIRPERSON DAVIS:** Oh.

**MS. K. WEST:** And I am, I, I am here, they're at church because they didn't wanna miss their Wednesday night church but I see my daughter very stressed out. She's a, she's a single mom with three teenage kids, great achiever. One just been accepted into Suncoast for high school.

**CHAIRPERSON DAVIS:** Okay.

**MS. K. WEST:** And, this is just not acceptable. I would like to hear from you a definite date when the house..., she's gonna move into her house. We have walked around the house, prayed around it, poured [inaudible] on it, doing everything. The kids, in fact, when, when they told her last week that she would be closing today, she went and got living room furniture which are packed up in my living room. My garage

has her dining set, bedroom set... I mean, the kids, they're frustrated. They're in one bedroom, three teenage kids, bunkbed, trundle bed, twin bed for the mother. My house is in disarray. It's twenty-one months they've been in my house when it should've only been six months to a year.

Please give me a definite. Why she's not..., she, or any of the five ladies, are in their house and when will this be..., come to an end. They said the money was available, that's why they sent out the flyer. They said we finally have the grant, we're gonna build.

[Beep]

**MS. K. WEST:** 60, 90 to 120 days after we break ground. You know when the break ground took place. Master' was there, Channel 12 was there. I mean, give me an answer please.

**CHAIRPERSON DAVIS:** I know which house you're talking about specifically.

**COUNCILPERSON PARDO:** Yep.

**CHAIRPERSON DAVIS:** We all have been there. So, what I'm gonna do is pass this information on to the CRA Director, Mr. Evans so he can address this and respond to you immediately tomorrow morning. I have a, an actual meeting with him tomorrow at 9:00 o'clock so him..., so we can make sure that we get all your answers..., questions answered immediately.

**MS. K. WEST:** Yes, sir.

**CHAIRPERSON DAVIS:** So, so, you can hold...

**MS. K. WEST:** I really appreciate it because the kids are frustrated, they get their hopes up. 'Yay, yay, yay, we're gonna move,' and then, 'bloop,' they change again. I mean, come on.

**CHAIRPERSON DAVIS:** Yeah. 'Cause I got a call from another homeowner this evening, right before this meeting, and I told the young lady that I will be having a talk with Staff...

**MS. K. WEST:** Yeah. They're all five single ladies...

**CHAIRPERSON DAVIS:** Mhmm.

**MS. K. WEST:** ...you know waiting to get in their house. Everybody, you know..., the house is finished. What's the problem why they're not in their house? And [stammer], I mean, it doesn't look good for the future program.

**CHAIRPERSON DAVIS:** I'm sorry Ms. West but we're gonna...

**MS. K. WEST:** Okay.

**CHAIRPERSON DAVIS:** ...we're gonna make sure that you, you get your questions answered.

**MS. K. WEST:** Thank you, sir.

**CHAIRPERSON DAVIS:** Okay. Thank you. Ms. Ernestine Gordon.

[Inaudible comment]

**MAYOR MASTERS:** Thank you, ma'am. Thanks for coming, young lady and sharing that information with us.

**MS. E. GORDON:** Thank you...

**MS. K. WEST:** Thank you.

**MS. E. GORDON:** Thank you for having me. For the, the Mayor, the Manager, Mr. Jonathan Evan. How you doin'? Glad to have you.

What I'm speaking on tonight is about Mr. Fane Lozman, his address. He purchase his property, everyone know why he haven't been issued his address. Fane Lozman' case was closed in December 2016 and the Judge ordered the City to give Mr. Fane Lozman [sic] address. And what I'm told., and, and, and it haven't happened. This is what I'm coming and talking to you about tonight. When will ya'll give., issue him a address for his., where he live?

Uh, you're lookin' at me strange. You...

**COUNCILPERSON PARDO:** Um, he's been...

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

**COUNCILPERSON PARDO:** ...issued an...

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

**COUNCILPERSON PARDO:** ...address.

**CHAIRPERSON DAVIS:** I'll., what I'll do [stammer]. Mr. Evans, last time I checked, I thought Staff did issue out an address already.

**COUNCILPERSON PARDO:** Yeah.

**CHAIRPERSON DAVIS:** So, I'm...

**COUNCILPERSON PARDO:** He's been...



**CHAIRPERSON DAVIS:** ...trynna find out...

**COUNCILPERSON PARDO:** ...given an address.

**CHAIRPERSON DAVIS:** It's been some time now.

**CITY MANAGER EVANS:** I would have to, I would have to confirm with Staff in, in regards to if the, the address has, in fact, been issued. This.., is anyone present from Staff that confirm if the address has, in fact been issued? Our Community Development Director.

**CHAIRPERSON DAVIS:** Mr. Degraffenreidt, Attorney Degraffenreidt, [inaudible] address, Fane Lozman, has his address been issued?

**CITY ATTORNEY DEGRAFFENREIDT:** It was my understanding it was issued because there was a big litigation issue about it and it went away with issuance of the [inaudible]. I didn't issue it, I didn't...

**COUNCILPERSON PARDO:** Yeah.

**CITY ATTORNEY DEGRAFFENREIDT:** ...see it. My understand was it was, in fact, issued. Or...

**COUNCILPERSON PARDO:** And...

**CITY ATTORNEY DEGRAFFENREIDT:** ...I would've gone to court on it.

**UNK.:** [Inaudible].

**COUNCILPERSON PARDO:** And we all got an email about it [inaudible]...

**CITY CLERK ANTHONY:** Mr. Chair, let me remind everyone that you need to speak into the microphone...

**CITY ATTORNEY DEGRAFFENREIDT:** Sorry.

**CITY CLERK ANTHONY:** ...for the purpose of transcription. Thank you.

**CHAIRPERSON DAVIS:** Say it again.

**CITY ATTORNEY DEGRAFFENREIDT:** It was my understanding that the li'.., that the address had been issued, not only on one property but all the properties.

**COUNCILPERSON PARDO:** Correct.

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** So, I'm surprised that somebody has that impression this evening.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** Yeah. And we even got an email about it.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Terrence Bailey, Director of Community Development.

To confirm what Mr. Degraffenreidt..., addresses were issued on specific lots. If there's an additional lot that was not part of the previous discussion that you may be referring to, we would need to get the parcel control number so we could verify..., I believe it was five, six or seven lots in the initial issue. If there are new lots that had not been addressed, that had not come to Staff's attention to this date.

[Inaudible comment]

**MS. E. GORDON:** So, how about the one where he's living at, has that been issued to him also?

**COUNCILPERSON PARDO:** He doesn't live [inaudible]...

**MS. E. GORDON:** Or..., that's on the schedule. Where he'll be living.

**CITY MANAGER EVANS:** I'm sorry, could you repeat that?

**MS. E. GORDON:** The address where he, where he's living, will he get' his, uh, address where he's living? That..., all that is added into that?

**COUNCILPERSON PARDO:** [Inaudible].

**CITY MANAGER EVANS:** I..., we..., it's specific to the items that were disclosed in the, the case...

**MS. E. GORDON:** The document?

**CITY MANAGER EVANS:** The address' have been issued with regards to what's Mr. Lozman's homestead, I'm unaware of that so we cannot speak to that so he would be the most appropriate person to ask on that issue. But the items that were applicable to the court case, the address have, in fact, been issued.

**MS. E. GORDON:** Okay. Thank you.

**CITY MANAGER EVANS:** Thank you.

**CHAIRPERSON DAVIS:** Just for the record, I wanna make sure that, as we...

[Beep]

**CHAIRPERSON DAVIS:** Thank you. We, as a Council, when we..., when we're conducting our meetings, when public comment have question and they have their three

minutes, I wanna respect their three minutes so they can ask all their question and we wait 'til everyone's complete and Staff will take notes and answer those questions at the end of public comment so that we can make sure you get all of your three minutes and then we can respect that time.

Ms. Ernestine Gordon. Oh, I just did that.

**MAYOR MASTERS:** [Chuckle].

**CHAIRPERSON DAVIS:** Mr. Dorsett.

**MR. D. DORSETT:** Good mor'.., good afternoon, good evening. Derrick Dorsett, 1449 West 30<sup>th</sup> Street, Riviera Beach, FL. Kangaroo House Subs & More, Lake Park, Florida as well.

I'm coming back to you all in reference to wantin' to do business in your City again. I see that you're giving away property, 50 years. I'll take five, on something that you got here.

[Chuckles]

**MR. D. DORSETT:** Help a brother out.

I'm also talking about.., I wanna talk about the BTR, business tax receipts. If we need money, I don't think we're gettin' all our BTR. I have a list of about 100 people in this City haven't paid BTR. I have public records, so that's a problem so you need to do something about that. You got a lotta rental property here, people not paying their BTR.

The parking on the sidewalks, we have elderly people here, we have people who use the HoverRounds, people who are disabled, they cannot use the sidewalk if cars are parked on the sidewalk throughout the City of Riviera Beach. I've seen an almost accident last year about August, I think it was on 34<sup>th</sup> or 35<sup>th</sup>, somebody in a HoverRound was coming around the car, because they couldn't get onto the sidewalk and a car was coming straight at them and almost hit them. We nee'.., that's a problem. It's gonna be a problem, you're gonna have a lawsuit after a while. Also, cars that are abandoned, cars without registration, without tags, sittin' on the streets for decades, years. I've been here since '79, '80.

**CHAIRPERSON DAVIS:** Okay.

**MR. D. DORSETT:** You've had cars parked for decades. Nothing's being done. Particularly on my street, there's cars parked all the time, that never move. I was told by the police that they have 72 hours that they have to move that vehicle, it can't just sit there. You have vehicles parked week after week, month after month and never ever moves. We got to clean this City up. There's parking.., they, they can park in the alleyway. There, there's plenty of parking in the alleyway on the back or on their property but we gotta get 'em o'.., get 'em off the street. Also, the buses that come through, they can't come through because a lotta cars are blocking the flow of traffic on

both sides of the street, on some streets, like, particularly, my street. The garbage man catches hell every time, on my street, trying to get the garbage because there's cars parked all the time, when there shouldn't be. So that's a problem.

The crime.., R Avenue and 30<sup>th</sup>. We just had a 17-year-old killed. I hope they find out who did it, they were able.., the police were able to get some video footage from my surveillance camera so I hope that helped them. But we have to do something, we gotta get these young people engaged in something. When I was growing up, there were many programs to keep us...

[Beep]

**MR. D. DORSETT:** ...off the street. And that's what we got to do, we got to get to the young men and why they're doing what they're doing.

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

**MR. D. DORSETT:** And that's basically it.

**CHAIRPERSON DAVIS:** Thank you.

**MR. D. DORSETT:** So, I would like for you all to address these issues, like... And I don't wanna have to keep coming back and forth.

**CHAIRPERSON DAVIS:** Thank you for your input. We'll make sure...

**MR. D. DORSETT:** Thank you.

**CHAIRPERSON DAVIS:** ...Staff, you know. We have your contact information. Ms. Wilder. Ms. Wilder.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Oh, she got two cards.

**UNK. AUDIENCE:** While she come up, can I just say, can you do something about the trashcans on the street?

**CHAIRPERSON DAVIS:** [Stammer]. No.

**UNK. AUDIENCE:** She's not up here yet. The trash cans...

**CHAIRPERSON DAVIS:** Hold, hold on.

**UNK. AUDIENCE:** ...[inaudible] drive me crazy.

**CHAIRPERSON DAVIS:** Ma'am, excuse me. With all due respect, if you got something.., I know it's your first time, just make a little note and pass it to Staff right there...

**UNK. AUDIENCE:** Okay.

**CHAIRPERSON DAVIS:** ...and we'll make sure that, you know, we contact you.

**UNK. AUDIENCE:** Okay.

**CHAIRPERSON DAVIS:** Alright?

**MAYOR MASTERS:** But we heard you. [Chuckle].

[Inaudible audience comments]

**UNK. AUDIENCE:** Trash can on the street.

**CHAIRPERSON DAVIS:** Or department.., you ha'.., really quick.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Before we get started, if you have any question, we also have our department directors in the back so if you wanna go whisper something to them...

**COUNCILPERSON PARDO:** [Inaudible].

**CHAIRPERSON DAVIS:** ...you'll probably get some of your questions answered real quietly tonight.

Ms. Wilder, you have...

**MS. F. WILDER:** Good afternoon. My name is Felicia Wilder. I have a condominium on.., at 541 Silver Beach Road but I am now in a hotel and I'm still here, today, talking about the VHPP program. I was allotted \$100,000 from the VA. The VA have never heard of this program that the City of Riviera Beach have connected me to at 100, um, I think it's Australian Avenue. Bud Cheney, David Schwartz [sp], I've gotten used parts. I know that Sister Anderson, I've spoken to her and she's been very helpful in implementing some things for me. So, now, my place is paid for. I have a two bedroom, one bath, kitchen and a living room. This guy got away with \$64,000. I have a tub and a air conditioner. A tub, not even hooked up to the water. They've torn out all my kitchen, everything. Now, they have a contractor coming in with \$35,000 to redo what he's done, bringing in used parts. I've [stammer], called the county, I've taken pictures, everything. It's a mess. Whenever you wanna come, open house, 541 Silver Road and you'll just faint. It's appalling the way they're taking people's money, \$100,000 for a two-bedroom apartment? Something's wrong with that picture. They coulda built me half a house. And now, I have a s'.., it was paid for, now I have a second mortgage on it and they want me to sign papers to say that I have a second mortgage on it. I'm just.., I, I mean, it's a grant but I'm not going for it. And I fill the application out in Riviera, they pass it on and, I mean, it was so much discrepancy. Then I tried to find out, well, what, what's the program I'm on? Then they tell me I'm on

a SHIP program, it's an umbrella, under another program. And now, I'm just stuck between a rock and a hard place tryna survive. Two years, been in a foreclosure home. Oh, they thought it was a game. The man go buy parts, put it on somebody else house and then bring me used parts. I'm, I'm just.., with my money. Bud Cheney told the lady next door he's gonna take my money and fix her house.

I'm just outdone by what's going on.

[Inaudible dais comment]

**MS. F. WILDER:** But I.., it, it, it, it won't take three minutes to tell it all. 'Cause it's a lot to be told. I put it in an attorney's office, she's a friend of mine in Fort Lauderdale, just stacks of papers. It's appalling. No help whatsoever. They threw me out of one hotel. Wouldn't change the sheets, wouldn't .., givin' dirty tow'... Man, don't, don't get me started but God' gonna fix every one of 'em that was involved in that mess they was doin' to me. I've done nothing to anybody. Tore up my house, can't even sleep in it. They're gone. Air conditioner been out there over two years, went to air condition the place, it's no good no more. It's been sitting on the outside. So, all this stuff have to be replaced. This man has come in and got away with \$64,000. Nothing being done to him. He's still going out.., had people out there who are not licensed...

[Beep]

**MS. F. WILDER:** ...just sledgehammer, just tearing it out.

**CHAIRPERSON DAVIS:** Ms.... Thank you.

**MS. F. WILDER:** Geezus.

**CHAIRPERSON DAVIS:** Mr. Evans, you ha'.., I gave you Ms. Wilder's card.

**CITY MANAGER EVANS:** [Inaudible].

**CHAIRPERSON DAVIS:** Could you get with one of the Council people that may be available to meet with Ms. Baker in accounting and maybe figure out what's going on with the current investigation and making sure that we take of Ms. Wilder and many others that may fall in that category.

[Inaudible audience comment]

**CITY MANAGER EVANS:** Certainly. What I'll do is, Ms. Baker, I have your, uh.., Ms. Wilder, I'm sorry. I have your contact information. I will set up an opportunity to go out to the site with you and then from that point, see where this particular issue is and then report back to the Council the steps that we're gonna take to try to get this corrected.

**MS. F. WILDER:** You're coming out to 541 Silver Beach Road? You are? Well, bring your hardhat.

**CITY MANAGER EVANS:** I got one in the trunk actually.

**MS. F. WILDER:** Praise God.

**CITY MANAGER EVANS:** [Chuckle].

[Audience chuckles]

**MS. F. WILDER:** Hmm. Thank you.

**CHAIRPERSON DAVIS:** Ms. Mary Brabham.

**MS. F. WILDER:** Geezus.

**CHAIRPERSON DAVIS:** Ms. Mary Brabham.

**MR. L. BROWN:** [Inaudible]. They don't like me. I don't care, I don't like them.  
[Inaudible].

**UNK.:** Shh.

[Inaudible background comments]

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

**MAYOR MASTERS:** Good...

**MS. M. BRABHAM:** ...Chair and representatives...

**MAYOR MASTERS:** Good evening.

**MS. M. BRABHAM:** ...including the City Manager, Mr. Jonathan Evans.

Our garbage was not picked up on April the 31<sup>st</sup>, on last Friday.

**AUDIENCE:** March.

**MS. M. BRABHAM:** March, March the 31<sup>st</sup>, on last Friday, our garbage was not picked up. Also, two weeks prior to that our recycle, uh, bottles and cans and Ms. Brabham is a recycler, that was not picked up. We would like to know, as residents, what is going on with Waste Management. We want to know what's going on.

It was a bomb scare and we would like, as residents, to know exactly the status of that bomb scare, that was out on Military Trail in the industrial area. I think it was on last Friday. It was all over the news and it's all in our communities. So, we would like to know what transpired out there. It was stated on the news, amongst local residents that it was in the industrial area out there. I don't know whether you all are aware of that but it was all on the news and our community have it.

Also, I concur with some comments that the previous speaker had made. I've taken pictures and we rode around, our committee peoples that are working in conjunction for effectiveness and accountability in this City. And various lots, not just lots, paper is scattered all over this City. No one is cleaning this place here and what is the problem here? What is the problem? The sweeper, the sweeper, yes. We've seen that sweeper that sweeps the streets in our neighborhoods but I concur with this gentleman when he said the parked cars. The parked cars, nowhere else would that be allowed, months and days and years for cars, for cars to linger on, on the streets, except for Riviera Beach. No accountability. Is anybody workin'?

**MAYOR MASTERS:** Hmm.

**MS. M. BRABHAM:** I, I think more or less, with Mr. Lozman, I think it's been talked about Mr. Lozman also, that has been all out in the community, I detest anyone going on anybody's job but whereas but we...

[Beep]

**MS. M. BRABHAM:** ...can have a meeting of the minds with Mr. Lozman to stop all of this here taxpayer money being spent out, let us resolve some things. And let us move on to be..., to have a better Riviera Beach and to do better things here in the City of Riviera Beach.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. Mr. Lloyd Brown. [Pause]. And we do like you.

[Chuckles]

**MR. L. BROWN:** Ah, it ain't that, it ain't that, it ain't that.

You know, uh, my comment, right, that's like, these lights, I don't like the way they look but, like, when you got a problem, that's not a comment. I mean, they're not the same so don't think when people come up here and they give you a comment that means that..., you know, a comment, you're not lookin' for any return, like, nobody to say, 'Well...' But see, when you got a complaint, you lookin' for somebody to come back at you and say something. But, I ain't come up to talk about that.

Now, I see you people searching for a solution, you know, to the problems in our City but I'm talking about ground zero, those problems that affect us within our neighborhood. These should be addressed first. Like, you know, where the food [inaudible] and these corner stores are coming from. You know, the origin of these foods, you know, where they originated from, inventory of what's on the shelves and how long these items been there, where their last Health Department inspection was done? Especially, at these stores that are selling food, like, cooked items. Make sure that all these items, like, medicines that they got in these stores, make sure they are legally..., come from legal distributors, bringing these medicines to these stores. We seem to forget we are the most left out people when it comes to the development of our



neighborhoods. We see things that won't change the situation for the betterment of all. I mean, the majority of the Council are black but there's less, less effort, seem like with you people, to improve the quality of our life. I mean, we need a facelift.

I mean, uh, okay, let me get right. I mean, you know, sometimes I lose my little..., but as long as I got..., I got enough time to find it again. So.

**MAYOR MASTERS:** [Chuckle].

[Chuckles]

**MR. L. BROWN:** Okay. No. We, we need a total restructure of what the Council can do, even if we have to vote on Items, especially the ones that effect our wellbeing or, if the chance that we disagree with the Council. I mean, we citizens should have the last say, especially when the Council's bogged down or they get combative toward each other or a citizen. We need strong representation in our districts not just at the Marina, we need Council people who care. You see as..., I [stammer], I'm for my black people that I see every day on the corners but these people too, they go on as if, you know, the wo'..., they on top of the world too so I ain't gonna blame you for everything. They, they, they have gotten complacent. I guess that's the right word, I'm not a big word man but they steady spending money in these stores and businesses that never put nothin' back into the community. We need to come together because divided we fall.

We let people come into our neighborhood, buy homes. I mean, doesn't matter how bad the structure..., even if the roofs are 40 years old, it could be full of problems...

[Beep]

**MR. L. BROWN:** ...they put a couple dollars... I know you don't want me to finish but you had me all day. I mean, they put a couple dollars into it and then they sell it with all the problems. I mean, do you actually believe that since you've been in office, things have improved? Not in my neighborhood. You either are incredibly stupid or incredibly high on drugs but I know you're not so what's the problem with you people?

Thank you. [Inaudible].

[Audience chuckles]

**CHAIRPERSON DAVIS:** Willis Williams. [Pause]. Willis Williams.

**MR. W. WILLIAMS:** Good evening. Willis Williams, Riviera Beach. Mr. Brown may not carry over too eloquently when he speaks but I know all ya'll get the point. I had a meeting with Mr. Mealy the other day and it turned out to be very successful 'cause I had some public request information ordered and I wanted to find out how much money were we spending on getting the building painted and the parking lot done, so I went out and got the information from the Clerk's office and, uh, successfully, I..., they all, basically, was the same numbers. So, what I did was then try to find out how many known vendors, black vendors were in the City, that got noticed. None of 'em got

noticed. Even Mr. Ezra Saffolod, who has a paving division in his office and his business didn't even get a notice that we were doing the paving in the lot out here, so I find that kind of disturbing. So, Mr. Mealy agreed with me that maybe everybody don't go online and look when these jobs are posted. Is it Mealy? Uh, okay, so, he agreed that he was going to start public'.., publicing information to the churches and making sure that the churches would get this information.., he would get with the, uh, Manager and, and they were gonna discuss that. And I thought that was a good idea because we'.., we're losing contact with our own people in our community who really need these jobs and, and this work is being done and being paid out through taxpayer's dollars in this community and we have people right here that does that work and we're not even getting to bid. And he also asked had I, you know, sit down and I watched how we bring in day labor from other vendors around the community and we use day labor all the time. So, I'd like to sit down with the City Manager some time. I got an idea on how we could take that same day labor and use that day labor with the vendors that we have in the City that works and got those type of jobs and, and show them how they can get bid processes done and the City can be a joint venture, like you talk about with Viking and with your, with your own citizens. And it can work and I know it can work. And Mr. Mealy said that's a good idea.

And, you know, so we need to start looking at ways that we can take care of our own community. I appreciate the time and wish you well.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. Mr. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. Tonight, at 5:45 p.m., CBS12 News did a story live from Singer Island at the easement. The easement is a little strip of land that goes from North Ocean Drive to the beach and they said that the City has spent \$55,000 fighting to keep that easement closed, even though Judge French ordered the easement open on March 7<sup>th</sup>, the City has ignored his order and the easement is still closed and the City filed a Notice of Appeal that was done outside of a closed executive session. It was filed by the City's outside counsel, a \$300 fee was paid for that and Mr. Degraffenreidt approved that. Apparently, with the three.., with having polled three Members to go forward with that to file this appeal. So already, the City has spent \$55,000 to keep the easement closed. I have a notice of appeal here that was filed on April 3<sup>rd</sup> and this Notice of Appeal is to revoke the five addresses that were given to me and to fight to keep the easement closed. So, here's a, here's a stamped copy of this that's been filed with the court. The City needs to stand up and say this public easement that goes to the beach is our easement and that, that this Council would.., or, the majority of this Council would spend \$55,000 to keep that easement closed, is reprehensible. That, that right there is malfeasance. It should get them thrown out of office. The fact that they spent who knows how much more money to keep me from getting an address and now they filed a notice of appeal on behalf of the taxpayers to take away my five addresses, that's not gonna happen. Okay? I have a tremendous amount of people in this community [stammer] behind me, they're disgusted at the behavior of Dawn Pardo, of Tonya Davis Johnson, where you initially fought this lawsuit at their expense and I

know that Lynne Hubbard, when she was elected, she said, 'Give him his address,' the property appraiser said to give me an address, I know KaShamba Miller stood up for me but, yet, you still went ahead Tonya Davis Johnson and Dawn Pardo and you let that City Attorney go forward and fight that battle and now that you guys lost, here's a Notice of Appeal from your own City Attorney. So, you're not gonna win that appeal, you're gonna spend another \$100,000. That, is not gonna happen. But anybody can go to the CBS12 News website and look at that story.

The people who live on the west side, your tax dollars have gone to dump sand on the Singer Island beaches but Dawn Pardo and Tonya Davis Johnson, they don't want you to go to those areas at the beach that have these expensive white condominiums. So, even though part of the condition to get to that beach when they built that building, to have a little public accessway, they don't want you to go there but they've taken your tax dollars and voted to put the sand there. It's disgusting what's happened, I've talked to many of the community leaders and it's time to make...

[Beep]

**MR. F. LOZMAN:** ...a change and I'm gonna make a change...

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

**MR. F. LOZMAN:** ...through the recall process.

**CHAIRPERSON DAVIS:** Just for the public record, I wanna be clear. There has been no meeting with us in discussion with none of us to say who dumps sand and does what on the beach. Just for clarity, I wanna be very clear on that. So, I don't want anyone to think that that.., two of my colleagues had a discussion in a meeting, I wasn't aware of it. So, if there was something done, that mighta been something done in the Capital Improvement Plan but there was nothing where anyone directed or told Staff to do anything outside of something we already put in place. So, I wanted the record to be reflected upon that.

Mr. Tommy Walker.

**COUNCILPERSON PARDO:** You know, 'cause he says it, doesn't mean it's true.

**COUNCILPERSON DAVIS JOHNSON:** I wasn't here...

**COUNCILPERSON PARDO:** I have a problem with it.

**COUNCILPERSON DAVIS JOHNSON:** ...when it started.

**COUNCILPERSON PARDO:** What?

**COUNCILPERSON DAVIS JOHNSON:** I wasn't here when it started.

**COUNCILPERSON PARDO:** [Inaudible].

**MR. T. WALKER:** Good evening, Mr. Chair, Mr. Davis.

**MAYOR MASTERS:** Good evening.

**MR. T. WALKER:** Mayor. I just wanna talk about something that happened at the last meeting and that's that Gateway project. I was very disappointed when, um, we gave him all his special exceptions, we gave him everything and, as far as I'm, I'm..., my understanding is, we didn't get anything out the deal. Now, you can correct me if I'm wrong, I think \$25,000 was on the table to help local businesses get together and get their licenses and everything together. There was also that 5% on [pause] the local businesses going in there building. And as I understand it, he could've built anything he wanted to build without our special exceptions. Something always goes down. Nothing from nothing leaves nothing. Why we didn't get something? All I wanna know is, did we get the \$25,000 to help the local businesses, did we get the 5% on building on that \$85,000,000 or, or however ya'll wanna put it down and if we didn't do that, I know Ms. Miller and Ms. Hubbard voted no, so I don't expect them to bring it back. If we didn't get the crumbs that he was giving us, we need to go back and see if we can't put that down and, the way I was looking at it, 5% of \$85,000,000 is 4.25 or something like, that's a start. And I might be wrong but I need for us., 'cause nobody made a motion to adopt or speak or do anything but I know he got everything that he wanted, including his special exception. And if he didn't need anything from us, he wouldn't've here. So, all I'm saying is, the project, I love. I love the project, I just want us to start understanding that we gotta get what we deserve. And, please, look into that. And if we didn't get anything that was on that paper, one of ya'll need to bring it back. I don't expect Ms. Pardo to bring it back but Tonya or Terence, one of ya'll have to bring that back and make sure we got..., or we get what we need.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. Ms. Marie Jean-Pierre. [Pause]. She's not here? Marie...

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

**CHAIRPERSON DAVIS:** ...Jean-Pierre?

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Okay. Ms. Bonnie Larson.

**MS. B. LARSON:** Bonnie Larson. One of the speakers mentioned we're not getting paid, so many hundreds of people owe money on a BTR. What is a BTR? Also, Ms. Brabham mentioned Waste Management. We've had the same problem, I called twice, um, last week alone so our garbage sat out front. I'm not pulling that garbage can back and forth when they don't pick it up. We used to have a really great guy, as far as doing it so I don't know if he's on vacation or he's working somewhere else but we need to get our garbage picked up. We pay for twice a week and we're not getting it. Parking on the sidewalks, we got that too, on a regular basis. We have rusty trailers and old

commercial trucks and things sitting on private property, somebody else's private property. Not their private property. That's been there for years.

There's so many things that we can do in this City to clean it up and it won't cost us any money? Did I miss the workshop on the Code Enforcement? Did I miss that somehow? We're gonna talk about that later. Um, because they're [stammer], now, someone pointed out to me a boat, on the other side of the street, a boat sitting there, like right in front of the person's house. And today it was even kinda twisted sitting out in the street. We could make our City look so much better, so much more attractive to attract businesses to come but when they see that, that is slum and blight. So, what are we doing? Now, our Code Enforcement lady has retired so now she's got a nice pension from us and our City looks like a dump. So, are we gonna have a workshop or, you know, what', what's going on with that?

It'd be nice if we could meet, meet our new employees on a monthly basis. We used to do that, that would be nice if we could reinstate that. Um [pause]. Oh, Ms. Pardo, you mentioned at the last meeting that people are afraid to sit on a bench by the bridge somewhere and you also mentioned that it's dangerous in the park under [chuckle] the bridge, Phil Foster Park. So, maybe those two things need to be addressed by our Police Department. Mr. Evans, the Sheriff's Department or Palm Beach County used to patrol that park, Phil Foster Park, but now it's the responsibility of Riviera Beach. So, Ms. Pardo, if you're saying it's unsafe then we need to do something to step that up.

**MAYOR MASTERS:** Sheriff's Department.

**MS. B. LARSON:** Good news, good news. I was impressed, I went on the web and I actually saw P&Z. What's coming up, I was really impressed with that. Now, if we could just give 'em a little more push, they listed there the property control numbers, well that doesn't tell us where the property is. So, a map, something to tell us where this property is. But I was impressed with that. Also, I saw out on the board out front, we were advertising the meeting, that's never happened before so kudos on that. If we're gonna paint.., painting.., if we're gonna paint the Water Department, can we do it in some kind of beach color, like, blue and green and stuff like that? We got so much of this orange and tan and stuff, it's just.., we're a beach City, let's make it look that way.

That was very interesting tonight when Viking said they had stopped funding the Marine Academy.

**CHAIRPERSON DAVIS:** Mhmm.

**MS. B. LARSON:** That was very interesting, you didn't offer that upfront. That was interesting. And own a hundred pro'... He gave me the worst...

[Beep]

**MS. B. LARSON:** ...stare when I walked by him. Five times I've been to the City now for a public...

**UNK:** [Chuckle].

**MS. B. LARSON:** ...public request. Five times, I still don't have it and I heard we're not doing signatures on documents anymore. When did that happen 'cause I don't accept anything without a signature.

Thank you.

**CHAIRPERSON DAVIS:** Well, thank you for being positive, Ms. Larson. Mr. Dukes. Dr. Dukes.

**MAYOR MASTERS:** The right, Reverend Bishop Dukes, right?

**DR. P. DUKES:** Yeah. Just don't forget to write the check, baby.

**MAYOR MASTERS:** [Chuckle].

**DR. P. DUKES:** [Chuckle]. Dr. Philip Dukes, 1239 West 23<sup>rd</sup> Street also 1239 Lacaya Drive.

First, I wanna thank the Council and Mayor and to our new City Manager. I wanna thank the Council for your support. All that supported me, Mayor, Lynne Hubbard, Ms. Pardo, Tonya, in our efforts as we begin to gain influence in our City over gang violence and drugs. There is no reason at all, for anyone to sell drugs in our City. Nobody's in poverty where they have to sell drugs. This is a counterculture that has, that's actually germane to every black neighborhood in America. And we're gonna give solutions instead of keep talking about the problem. Now, Saturday at 1:00 o'clock, April 8<sup>th</sup>, we're gonna be doing another rally, our, 'Change our Community Atmosphere Rally,' from 1:00 to 4:00. There's gonna be free food, we're giving away \$150 first prize to the kid who writes the best poem about why he should not use or sell drugs, we're also gonna give away a \$700 recording session with my production company. No profanity and no vulgarity, we're gonna produce, in our City, what others in the nation won't do and talk about doing but they won't do it. So, that's this Saturday at 1:00 o'clock 'til 4:00 o'clock, 1217 Avenue U, in the City of Riviera Beach. Now, these rallies are designed to get people to come out and to talk and speak against thug life. Ya'll know our communities are held hostage. Folks are scared to talk about thug life because, when you speak out in our neighborhoods, your life get threatened. That doesn't happen in Wellington, doesn't happen in Jupiter, doesn't happen on Singer Island and I'm not knocking Singer Island, I love Singer Island. But, it doesn't happen, it's germane to our communities because of the thug life mindset. Okay? So, we gotta start standing against that and stop kicking the can down the road.

So, I'm asking you guys to continually support us. We're, we're gonna show the nation how this done. They won't do what I'm talking about, in New York, Chicago, LA, Oakland or nowhere else because they don't wanna take accountability for their actions. We have death and murder in our communities. Now, I don't have to tell ya how many murders between August of last year until April of this year. Do I need to call 'em all out? It's germane to our communities because of thug life. They will not work and

that's not a, a, a slap out at Mayor Masters. Me and Ma'..., me and Mayor Masters, we get along very good. There's no acrimony between he and I but we have a counterculture mindset in our communities that's anti-education, that's anti-social behavior that's conducive for positive reactions. It's called thug life and we need to own that. There are no white gangs in Palm Beach County. No white boy gangs saying their E's and R's. No. It doesn't exist. These are African Americans, majority and some Hispanics.

[Beep]

**DR. P. DUKES:** So, we gotta come against this. Now, this Saturday, we're doing this rally so I'mma invite ya'll to come out. We're gonna have free food. Okay?

[Inaudible dais comment]

**DR. P. DUKES:** One little thing, I have baked beans, all the way from England...

[Chuckle]

**DR. P. DUKES:** From the Queen of England.

[Chuckles]

**MAYOR MASTERS:** They wa'n't baked in England no way.

**COUNCILPERSON PARDO:** [Inaudible] eats beans?

**DR. P. DUKES:** With no pork. [Chuckles].

**COUNCILPERSON PARDO:** The Queen eats beans?

**CHAIRPERSON DAVIS:** Queen of England sent baked beans to Riviera Beach. [Pause]. Told ya we're...

**COUNCILPERSON PARDO:** [Inaudible]...

**CHAIRPERSON DAVIS:** ...not thug life.

**COUNCILPERSON PARDO:** ...eating beans.

**CHAIRPERSON DAVIS:** Horace Towns.

**MR. H. TOWNS:** Hello. Good afternoon to the Council. The clock goes fast.

I wanna talk to the Council about something that happened at the last meeting and I thought that, uh, I was kinda mad and then I, I was offended. I hate to see personal issues attached to or disguised as business. Last Council meeting, I don't know if they're here, I did wanna look at them in their face, the police union came into our City and they made a few statements. And, I don't know if anyone looks at the

news, we look at PBSO around the county, you know, we're.., young black males are being shot, or I will just say, people are being shot, targeted at, uh, pulled over, there are so many incidents with, with PBSO that it is a agency that needs to be repaired. We don't have those issues in Riviera Beach. I'm a black man from Riviera Beach and I've not always been professional. So, I know what Riviera Beach police was and I know what it is now. I'm in the community, I speak with officers, even if they don't know who I am and I like what we have right now. I don't have a dog in the fight on this issue but last week I did my own investigation because, like I said, a lot of times people'll come in and they come with controversy or confusion in hopes of dividing our Council, or dividing our City and causing outrage.

Last week, the officer, or the union spoke about Officer Cedrick Thomas. I don't have a dog in the fight but he made a lot of allegations and made it seem like our Police Department was corrupt like PBSO and I'm puttin' a target on my back by saying [chuckle] that on a video because of how they work but I asked these questions to myself and I went and got those answers. One, did Cedrick Thomas go through the necessary procedures? Was this process conducted by a outside agency? Three, did Thomas meet all the necessary requirements for this promotion that they speak of? I don't know if it happened, gonna happen, whatever but all too often I see where, in our community, we're, uh, misrepresented. Our image has taken a, a beating over the longest while. When I ran for City Council, my biggest issue was community policing. Some of the best parts of our City are the homegrown people that are in their community, they can reach, they can solve a crime just by the relationships that are being built. If you look at PBSO, you have a lot of people that are trying to make arrests, uh, trying to make promotion through arrests. So, I say this to the union, uh, the police union, next time the police union comes in...

[Beep]

**MR. H. TOWNS:** ...and speaks about issues in our City, I want them to represent and justify how they represent Officer Raja, who is the same person that killed Corey Jones. So, when they talk about integrity, I want 'em to defend some of their actions as well.

Thank you.

**CHAIRPERSON DAVIS:** John Miller.

**MR. J. MILLER:** John Miller, 1290 Manor Drive. I wasn't gonna talk about that, uh, the, the school deal but listening, I had to.., there's nobody, there's nobody that wants more education and, in other words, values education. I went through a four-year building trades apprenticeship and moved right up the ladder and was blessed by working hard. So, I understand all that. But then again, when I hear a dollar a year for 50 years, and valuable property, like you said, you gotta be stewards. You, you know, in other words, you gotta look at the whole game plan there. [Stammer], I'm not sure why Viking is in but they're not in or they're out. If they're not.., I don't understand why Mr. Healey was here if they're separated. That's all I'm saying. I don't know anything



about this. But I can tell you this, you can't just give something away. You tell me what's free in life, no less, for 50 years. It can't happen. Alright? And, you represent everybody in this City, not just something like this. You represent every citizen.

The other thing, I talked to Mr. Evans today, had a nice discussion with him about a problem we're having over with the construction sites that are going on over at Singer Island. Actually, Mr. Evans came over and took pictures today. We had, we had 35 tri-axel dump trucks out there. No flagman, at the new site. What do you call, Dawn, I don't know the name of that, what is it, the Resort? Is that what it's called?

**CITY MANAGER EVANS:** Amrit.

**COUNCILPERSON PARDO:** Amrit.

**MR. J. MILLER:** Amrit site. Alright. What I'm getting at is, is that, it's unsafe, you don't have a flagman out there. We got a huge, I don't know how many millions of dollars job there is, how could they be so cheap not to get a flagman out there and direct traffic and, in other words, coming out on a major highway. Now, kick this can down the road a little bit because we have another project that I'm for also. I, I'm for this project, [stammer] Gateway project. Now, picture the traffic and everything that's gonna happen there if we don't set this right, up right, in the beginning. Not counting 5,000 down the road. You know, all of us live..., the people that live on Singer Island, we wanna be able to get up and down that road, we wanna be able to walk that path, we wanna bike and we wanna be safe. The problem, the problem, like I told Mr. Evans is, is that you have to have, you have to have a meeting, a preconstruction meeting with every de'..., developer and/or contractor in the beginning, you have..., you have your engineering staff there, you have the police there, your community development, whoever you need to say, 'How do we move this project forward along safely?' And, in other words, that you, we know there's gonna be disruptions in the community but we keep them to the minimum and we mitigate problems as we go along. We don't wait 'til there are problems. It happened with Vista Blue, I screamed about it, Dawn stepped up, as did...

[Beep]

**MR. J. MILLER:** ...Danny Jones, then it got taken care of. No problem with Vista Blue now.

Thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. That's the end of public comment. Is Mr. Degraffenreidt..., did he leave [inaudible]? Okay.

**MAYOR MASTERS:** Madam Chair, I put a card in for public comment.

**MS. T. WHITE:** I put in a card for public comment.

**MAYOR MASTERS:** And I put a card in.

**CHAIRPERSON DAVIS:** No. That's...

**UNK.:** Yes, she did.

**CHAIRPERSON DAVIS:** Okay. Oh, I see. She checked it all off in one box. Ms. White.

**MAYOR MASTERS:** Did you...

**CHAIRPERSON DAVIS:** [Inaudible].

**MAYOR MASTERS:** ...see my card, Mr. Chair?

**CHAIRPERSON DAVIS:** Please, this is public comment. We gotta...

**MAYOR MASTERS:** I, I...

**CHAIRPERSON DAVIS:** ...respect...

**MAYOR MASTERS:** ...put a...

**CHAIRPERSON DAVIS:** ...their time.

**MAYOR MASTERS:** ...card in for public comment.

**CHAIRPERSON DAVIS:** Let's respect the public's comments. Ms. White, you have the floor. Thank you.

**MS. T. WHITE:** Good evening. Tina White. 808 West 1<sup>st</sup> Street. A homestead property owner.

I am very disturbed to learn that the Council, outside of the Sunshine, voted by phone to appeal the lawsuit, uh, for Fane Lozman's address and the easement. We have utilized thousands [stammer] more than a half a million dollars of taxpayer's money litigating against Mr. Lozman. Singer Island are not the only taxpayers in this City. This is ridiculous and the three Council people that continue to support this litigation is, uh, absolutely being derelict in their fiduciary duties to the taxpayers by continuing to fund this type of litigation. You cannot approve an appeal of a lawsuit by voting on the phone. You cannot approve the hiring of an outside law firm to defend the appeal by voting on the phone. You cannot appeal and approve by voting on the phone to spend additional dollars to defend this appeal. If the Council has not publicly noticed a meeting in which it was noticed that they were going to be discussing on voting as to whether or not they were going to appeal the lawsuit in the public, you have violated the Florida Statute 286.011, which is the Sunshine Law.

Mr. Degraffenreidt defended an elected official in South Bay that was found guilty of violating the Sunshine Law by voting on the phone with the former City Manager, Corey Austin. But, whether you voted in the Sunshine or out of the Sunshine, it is

ridiculous that you all continue to fund a personal vendetta Ms. Pardo has against Mr. Lozman on the backs of the taxpayers. Anyone that's paying property taxes, should have a address. We're not returning his property taxes to him. To deny access to the beach is illegal. This has got to stop, black people need to come out to these meetings and demand that their elected officials stop spending our money to litigate against Mr. Lozman to keep him from a laws'.., a, a address. If we were being denied an address, a lot of black people would be in here raising holy hell. And it is ridiculous that we've spent more than a half a million...

[Beep]

**MS. T. WHITE:** ...dollars trying to keep Mr. Lozman from the same rights that Dawn Pardo has in this City. And I, as a taxpayer, a homestead property owner, am tired of it and it must stop now.

And if you violated the Sunshine Law, I hope that you're prosecuted by the State Attorney.

**CHAIRPERSON DAVIS:** Thank you for your comments. I know, at some point, the Attorney will come and address those comments. And just for the record, I have never taken any vote outside of any public meeting.

**COUNCILPERSON PARDO:** Same...

**CHAIRPERSON DAVIS:** But that's the...

**COUNCILPERSON PARDO:** ...here.

**CHAIRPERSON DAVIS:** ...end. Anyone else? Thank you, Councilperson Pardo. Davis Johnson, I think you have some comments you wanted to make. Our Attorney is here. But that's the end of public...

**MAYOR MASTERS:** No, it's...

**CHAIRPERSON DAVIS:** ... comment...

**MAYOR MASTERS:** ...not, Mr. Chair. I put a...

**CHAIRPERSON DAVIS:** Ah, excuse me.

**MAYOR MASTERS:** ...card in. I have the right...

**CHAIRPERSON DAVIS:** Excuse me.

**MAYOR MASTERS:** ...to put a card in...

**CHAIRPERSON DAVIS:** Excuse me.

**MAYOR MASTERS:** ...public comment. You, you, you cannot take my right away.

[Gavel]

**MAYOR MASTERS:** You can do the gavel all day. She said...

**CHAIRPERSON DAVIS:** No.

**MAYOR MASTERS:** ...that she...

**CHAIRPERSON DAVIS:** No.

**MAYOR MASTERS:** ...sent the card in. You cannot deny me a right.

**CHAIRPERSON DAVIS:** [Stammer]...

**MAYOR MASTERS:** I put the card in as Bishop Thomas Masters. Did I not, Tawanna?

**CHAIRPERSON DAVIS:** Hold it.

**MAYOR MASTERS:** Did I give you the card?

**CHAIRPERSON DAVIS:** Mayor, Mayor, Mayor. What is your title?

**MAYOR MASTERS:** Bishop Thomas Masters?

**CHAIRPERSON DAVIS:** No...

**MAYOR MASTERS:** It's on...

**CHAIRPERSON DAVIS:** ...what is your title?

**MAYOR MASTERS:** ...the card.

**CHAIRPERSON DAVIS:** What is your title?

**MAYOR MASTERS:** I am speaking tonight as Bishop...

**CHAIRPERSON DAVIS:** No.

**MAYOR MASTERS:** ...Thomas Masters. You cannot deny me that right.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** No.

**MAYOR MASTERS:** As a citizen.

[Gavel]

**MAYOR MASTERS:** You cannot deny me that right, Mr. Chair.

[Gavel]

**MAYOR MASTERS:** Tawanna, did I not give...

**COUNCILPERSON HUBBARD:** Point of...

**MAYOR MASTERS:** ...you the card?

**COUNCILPERSON HUBBARD:** ...order, gentlemen. Point of order.

**MAYOR MASTERS:** You cannot deny me.

[Inaudible dais comments]

**MAYOR MASTERS:** I'm a bishop, I'm speaking as a bishop. You can't..., and he...

[Gavel]

**MAYOR MASTERS:** ...said I could speak. Your Attorney said I could speak.

**CHAIRPERSON DAVIS:** Mayor?

**MAYOR MASTERS:** Yes.

**CHAIRPERSON DAVIS:** I'm just gonna ask my Attorney a question but you got on a irate, you won't allow me to ask the question for you.

**MAYOR MASTERS:** Because you're trying to deny me...

**CHAIRPERSON DAVIS:** No. I...

**MAYOR MASTERS:** ...a right to speak.

**CHAIRPERSON DAVIS:** ...was waiting for the Attorney to get in the room but you got irate before you allowed me to ask...

**MAYOR MASTERS:** Okay.

**CHAIRPERSON DAVIS:** ...the question.

**MAYOR MASTERS:** Alright, Mr. Chair.

**CHAIRPERSON DAVIS:** You was out of order. Now, Mr....

**MAYOR MASTERS:** No, you were out of order.

**CHAIRPERSON DAVIS:** Now, Mr. Attorney, now, what I wanted to make sure that we do and me... And that's why there's an Item to talk about civic and legislative training is on the Agenda, under one of the last Items. I wanna make sure that we follow order in this City. We're gonna do new practices, which is the right thing to do. When you have public comment, that's for the public, that's for those that are not elected. We have seats on this dais that we have. Also, what we have, Council statements and the Mayor. It's at the end of the Agenda under Item No. 17, at the very bottom. We need to keep order based upon the Agenda that we set for the public because we have statements by the Mayor and Council and the public want.., wish to speak, you just violated that order, and they'll start speaking when we wanna speak, Mayor. All I'm asking you, Mayor, regardless of what happens here, is that we follow some form of order. I don't wanna stop you from speaking, Mayor. I wanna encourage you from speaking but let's set a order in place that we already have in place because that's the public, this is us, on this floor. So, let's stay in order Mayor and that's all I'm asking you to do...

**MAYOR MASTERS:** I'm, I'm very much...

**CHAIRPERSON DAVIS:** ...for the future...

**MAYOR MASTERS:** ...in order, sir.

**CHAIRPERSON DAVIS:** ...of the integrity of Riviera Beach.

**MAYOR MASTERS:** Excuse me, Mr....

**CHAIRPERSON DAVIS:** And so...

**MAYOR MASTERS:** ...Attorney?

**CHAIRPERSON DAVIS:** ...that's the end of public comment at...

**MAYOR MASTERS:** [Inaudible]...

**CHAIRPERSON DAVIS:** ...this time.

**MAYOR MASTERS:** ...ask Mr. Attorney, do I have the right to speak as a member of the public, as Bishop Thomas Masters?

**CITY ATTORNEY DEGRAFFENREIDT:** I believe you do, sir.

**MAYOR MASTERS:** And did you not tell me I did?

**CITY ATTORNEY DEGRAFFENREIDT:** Yeah, I did. Yes, [inaudible]...

**MAYOR MASTERS:** Okay. I'm here to speak as Bishop Thomas Masters, as a resident of this City. And I'm asking for my three minutes as any other minister, regardless of any other position.

**CHAIRPERSON DAVIS:** So, let me ask another question.

**CITY ATTORNEY DEGRAFFENREIDT:** It, it...

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

**CITY ATTORNEY DEGRAFFENREIDT:** It did not create a problem for me.

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** And I'm not trying to be denigrating or disrespectful in any way...

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** Positions.., but because the Mayor does not have a vote, then his position does not prejudice, in any way, giving his opinion...

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...from the dais on the decision making body, which is you.

**CHAIRPERSON DAVIS:** Let me ask you another question.

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

**CHAIRPERSON DAVIS:** If someone from the public wanna speak during the Mayor [stammer] comments, can they speak?

**CITY ATTORNEY DEGRAFFENREIDT:** No. That's, that's, that's your procedure and policy...

**CHAIRPERSON DAVIS:** [Stammer]...

**CITY ATTORNEY DEGRAFFENREIDT:** ...that that's the Mayor's time in which...

**CHAIRPERSON DAVIS:** And see...

**CITY ATTORNEY DEGRAFFENREIDT:** ...to speak.

**CHAIRPERSON DAVIS:** ...that's why I don't wanna...

**CITY ATTORNEY DEGRAFFENREIDT:** And...

**CHAIRPERSON DAVIS:** And that's why I don't wanna follow down that real slippery slope that we're in.

**CITY ATTORNEY DEGRAFFENREIDT:** I appreciate...

**CHAIRPERSON DAVIS:** Even though the...

**CITY ATTORNEY DEGRAFFENREIDT:** ...what you're saying, sir.

**CHAIRPERSON DAVIS:** ...even though the law and the policy allows us to slip down that road...

**CITY ATTORNEY DEGRAFFENREIDT:** I appreciate...

**CHAIRPERSON DAVIS:** My only concern..., I'm just asking the Mayor which I don't..., I'm not saying that you can't speak, please do, sir.

**MAYOR MASTERS:** Thank you, sir.

**CHAIRPERSON DAVIS:** The only thing I'm asking you to do at this time is, let's try to set order because we don't wanna confuse people at home because, when they come to this meeting, that's the public. You were elected by the public and that's all I'm stating.

State your minutes.

**MAYOR MASTERS:** And I'm saying, anytime, as a pastor, I'm gonna speak in public comment. And the reason why, Mr. Chair, is because many times, I can't speak as the Mayor because we don't get time.

I'm reading this in behalf of ministers, pastors, 95% of pastors of AME churches, Baptist churches, Church of God and Christ, that asked that I read it as one of their fellow clergymen.

Reverend Clarence Bess, Reverend Griffin Davis, Pastor Eddie Evans...

**CITY ATTORNEY DEGRAFFENREIDT:** Mm, mm, mm, mm.

**MAYOR MASTERS:** ...Bishop Morris Tucker, Pastor Elvin Parker, Pastor David Chancellor, Reverend James..., Pastor James E. Adams [pause], Bishop Davis, I can't think of..., cannot read the first name, Leroy..., Pastor Leroy Parrish, Frank E. Gibbons, Pastor A.L. Wydell, Pastor William Burrs. We, the pastors and ministers of Riviera Beach, are asking our elected officials to promote Vice Chair, Pro Tem KaShamba Miller-Anderson to the Chair position...

[Inaudible dais comment]

**MAYOR MASTERS:** ...when you consider selecting the Chair for 2017-2018. It is our opinion that this young lady has served our community well and deserves your esteemed consider'..., esteemed consideration. After all, she is next in line. Thanks.



And, we're not speaking on the Agenda Item as a pastor, we just spoke as a minister on this Item. I know your Item is the..., selecting the process, this does not speak on the process.

Thank you, Mr. Chair. Now that public comments are officially over, I wanna make sure that we didn't miss anyone or any other cards. Madam Clerk, everyone has definitely spoken? We didn't miss anyone in the room? Thank you. [Inaudible] said anything at this time. Thank you all for your comments at this time. So now we're gonna move on to the next Item, please.

**14. ITEM NO. 14**

**CITY CLERK ANTHONY: DISCUSSION AND DELIBERATION BY COUNCIL OF SELECTING A CHAIR AND CHAIR PRO TEM**

**CHAIRPERSON DAVIS:** Thank you so much. At this time, I will ask all my colleagues to allow me to do a brief presentation, before we go to public comment and discuss this Item before we get to the rest, the rest of City business? We have some very serious Items that are set up with some financial impact on the City and I don't..., I wanna be very brief as possible.

[Chairperson Davis leaves the room]

**16. ITEM NO. 16**

[Video begins to play]

**UNK.:** Davis.

**CHAIRPERSON DAVIS:** Yes. Next, we have Item No. 16. [Pause]. Which is discussion by the Chair'..., Chairman Terence Davis on the terms of serving as Chairman and [inaudible] Pro Tem. We'll go first to Ms. Sheppard.

[Inaudible background comment]

**CHAIRPERSON DAVIS:** Well, okay. Well, I'll just say..., wait until we have our discussion and then I'll come back to you.

This Item was brought back because normally in our Charter, it talks about the Chairmanship and the Pro Tem, the leadership changes every, every, after every election, one year to the date. Because we had a special elec'..., the runoff election and a special election, this Chairmanship did not start until, um, pretty much, June. So, all I'm asking is for some input on this Board. Next year, we do not have an election so, do we want to go one full year, do you wanna..., I don't mind..., I just wanna hear from, from the Board on what we wanna look at in the future and when this Chairmanship is gonna end as far as the year. Because, based on the Charter, it states, [stammer], the very next meeting after the election but next year, there's no election. So, I'd just like to hear, um, from my colleagues, how ya'll wanna conduct this process.

**COUNCILPERSON PARDO:** Okay. Mr. Chair?

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

**COUNCILPERSON PARDO:** You know, if you want a full year, I have no problem with that but, um, after that, I think it should..., well, I don't know. Then we would run into the problem. So, most of the time, after the election, the new Council is sworn in either the second meeting in March or the first meeting in April. And, over the years, I found out that more times than not, it's been the first meeting in April and that's when the new Chairmanship starts. This time around, it didn't start until the..., when...

**CHAIRPERSON DAVIS:** June.

**COUNCILPERSON PARDO:** ...the end of... Okay. But you chose it in May. Right? And then you had your first formal meeting...

**CHAIRPERSON DAVIS:** In June.

**COUNCILPERSON PARDO:** ...in June.

**CHAIRPERSON DAVIS:** Correct.

**COUNCILPERSON PARDO:** Correct. So, you know, I think it's only fair that every year either in April or whenever, um, you know, if we don't have an election, you know, maybe it should be the first meeting in April. If there is an election, um, I don't know, I would say just keep it the first meeting in April, every year, even if we don't have an election. And, you know, if people don't wanna change the Chair at that time, and we've seen it in the past where the, the Chair stayed the Chair for a year or two, you know, I have no problem with it but I think it should be brought back to the Council, at least, once a year. So, I would propose the first meeting in April.

**CHAIRPERSON DAVIS:** Councilwoman Hubbard?

**COUNCILPERSON HUBBARD:** Since, since..., and..., since we don't have a meeting the, uh, excuse me. Since we, we're not gonna have an election...

**CHAIRPERSON DAVIS:** Correct.

**COUNCILPERSON HUBBARD:** ...the following year, I think we are presented with a unique opportunity to go ahead and give this particular Chair and Co-Chair, the full, the full 12 months. Now, at the next ..., after the next election, I say, we just start over clean and do it April to April like we've been doing it because we're gonna, we're gonna bet that we're aren't gonna have to go three rounds again. You know?

[Chuckles]

**COUNCILPERSON HUBBARD:** So, nobody wants to do that again. So, I..., we have that little time in there so we could go ahead and make everybody whole and make sure

everybody feel like they got their full time, since we have that space and then, from then on, we just make sure that we go every, every April.

**CHAIRPERSON DAVIS:** Okay. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Chairpers'...

**CHAIRPERSON DAVIS:** Okay. Counc'..., Councilwoman...

**COUNCILPERSON PARDO:** [Inaudible].

**CHAIRPERSON DAVIS:** ...Johnson.

**COUNCILPERSON DAVIS JOHNSON:** No, no. [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** I just wanted to say...

**CHAIRPERSON DAVIS:** No? Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...something to what she...

**CHAIRPERSON DAVIS:** Vice Chair, go ahead.

**CHAIR PRO TEM MILLER-ANDERSON:** ...just said.

**COUNCILPERSON PARDO:** [Inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** But, at some point someone is gonna get shortchanged 'cause if, if you're gonna do April...

**COUNCILPERSON PARDO:** Right.

**CHAIR PRO TEM MILLER-ANDERSON:** ...somebody's gonna get shortchanged down the line. We can't go June to June and then that person, a new person that's selected next year June in 2018, April comes then that person's gonna be, you know, shortchanged.

**CHAIRPERSON DAVIS:** And that's why people, when this came up, wanted to ha'..., select this right away because it.., it was gonna fall down to this conversation.

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

**CHAIRPERSON DAVIS:** So now, we have to deal with it and I just wanna be brief and just get [inaudible]. I don't mind compromising on behalf of what the Board wants to do but it's a matter that we discuss and move forward with our, our business moving forward.

**CHAIR PRO TEM MILLER-ANDERSON:** You can let her go. I'll come back.

**CHAIRPERSON DAVIS:** Okay. Ms. Johnson. Councilwoman Johnson, [inaudible]?

**COUNCILPERSON DAVIS JOHNSON:** I'm, I'm just thinking in terms of, um, you know, I, I have concerns with the Charter so there, there is no provision for such a time as this and I think that, in all fairness, we should just move to allow... We, we're going to figure out how..., we're going to need to figure out how, in the back end, after we allow this full year of service, for this Chair and Pro Tem but it should follow the process. It shouldn't be, in my opinion, it shouldn't be any less time...

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON DAVIS JOHNSON:** ...due to the unique set of circumstances that we were presented with, which caused us to have to push it back. So, I'm certainly in support of, um, of allowing the full year for this Chair and Pro Tem to serve but we are going to have to make that determination moving forward as to how it gets back on track and understanding that..., and it's a dilemma. It's quagmire...

**UNK.:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** ...because it doesn't, you know, it, it's going to be a challenge at some point. As Councilwoman Miller-Anderson indicated, someone will be shortchanged but we've got to figure out the best process that's going to help us stay in line.

**CHAIRPERSON DAVIS:** That's fair. Councilwoman Miller-Anderson.

**CHAIR PRO TEM MILLER-ANDERSON:** I'm okay with either one, doing the extended from June to June or going with the first meeting after the election..., well, April, if you're talking about next year since there's no election. And then that way we'll be on track. I'm okay with either way.

**CHAIRPERSON DAVIS:** Okay. One of the things I did, um, kinda thought about, with this process, and I like the dialogue here, is this Chairmanship didn't really happen..., start until June. I'll even be willing to even let the next Chairman even cut it back one month and even for the next person so there won't..., so, no one be hit for two months. I don't think it's fair for any Chairman to have to go through that considering this unique situation to where the Chairmanship is changed, um, the first meeting in May. So that, and then it starts the, um, the very next..., second meeting in May. I don't have no prob'..., I'll take the full year but I'll even be willing to take off a half a month and then the second person takes a half a month. And then I think the, the impact, as we move down the line, won't be too [pause]. But I'll let you all make the decision but just throwing another idea out there because once we get into the third year, which is the [stammer], even if we actually have an election, or the second year, that's when it actually goes full term and that person will get the full year. So, the next wo..., so, basically, instead of getting the full year, I'll probably get 11 months, the next person will get 11 months and then it go to 12.

**COUNCILPERSON HUBBARD:** If we start at the first meeting in May, I think that that would work but if you start at the second then, you know, you're [pause] because our... If, if the election is normally what, the first Tuesday or the second Tuesday?

**UNK:** Second Tuesday.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON HUBBARD:** The second Tuesday. So, the second meeting... Okay. Then, the second one would, would be fine.

**CHAIRPERSON DAVIS:** Okay. So what, what did, what does [inaudible] the pleasure of the Board, what you all would like to do? Would you all like to think about it and come back to the next meeting with a, a recommendation or just make a decision now?

[Pause]

**COUNCILPERSON DAVIS JOHNSON:** I support us making a decision now.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON DAVIS JOHNSON:** So, so that I understand, we are saying that we will take the term for 11 months? Is that...

**CHAIRPERSON DAVIS:** For the....

**COUNCILPERSON DAVIS JOHNSON:** ...what I'm understanding?

**CHAIRPERSON DAVIS:** For the next, for the next two Chairs.

**COUNCILPERSON DAVIS JOHNSON:** For the next two Chairs?

**CHAIRPERSON DAVIS:** This is.., this Chairmanship and the Vice.., the next person who becomes Chair, will be the 11-month term and then, after that, then we start a full, clean slate.

**COUNCILPERSON DAVIS JOHNSON:** Were we talking...

**CHAIRPERSON DAVIS:** Because, at that time, when this, this decision was made, and I wanna be fair to the new Council Members, because me, Miller-Anderson and Ms. Pardo was on this Board already. And the reason I thought of that because, you know, we'll take the 11 months but the new people to the Board, as your leadership come up, ya'll will get ya'll full year.

**COUNCILPERSON HUBBARD:** But the only person...

**CHAIRPERSON DAVIS:** [Stammer]...

**COUNCILPERSON HUBBARD:** ...would be... So, you and, um...

**CHAIRPERSON DAVIS:** The veterans...

**UNK:** [Inaudible].

**CHAIRPERSON DAVIS:** The veterans will just have to make, you know...

[Chuckles]

**CHAIRPERSON DAVIS:** ...the sacrifice. I'm just trying to be, you know...

**COUNCILPERSON HUBBARD:** Ms. Anderson...

**CHAIRPERSON DAVIS:** I mean, but, it's how you feel about it. I can't make a decision for you but...

**CHAIR PRO TEM MILLER-ANDERSON:** I'm absolutely okay with whichever way we go with this.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** But, I just wanna make sure that in our motion we're including Chair and Chair Pro Tem.

**CHAIRPERSON DAVIS:** Correct.

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

**CHAIRPERSON DAVIS:** So, do we have a motion on the floor...

**COUNCILPERSON PARDO:** Wait. Hold on one second. Mr. Chair?

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

**COUNCILPERSON PARDO:** Okay. So, I wanna hear from the City Attorney because there is language in the Charter. And, you know, I just wanna make sure that [pause] we're not violating the...

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** ...Charter. Now, I know that we did have a discussion several months ago, maybe two months ago, about putting a Charter review committee together and that is something that the Charter review committee should seriously take a look at. So, Ms. Attorney, do you have an opinion on it? Can we just do it?

**ASSISTANT CITY ATTORNEY BUSBY:** I think...

**COUNCILPERSON PARDO:** You know, I really..., I...

**ASSISTANT CITY ATTORNEY BUSBY:** I think the better method...

**COUNCILPERSON PARDO:** I could care less.

**ASSISTANT CITY ATTORNEY BUSBY:** ...would be, would be to research it, have the Charter review committee and then our office can also prepare a thorough memorandum so that whatever you do it's, it's clean and it's per the Charter.

**CHAIRPERSON DAVIS:** Okay.

**ASSISTANT CITY ATTORNEY BUSBY:** And it's fair to all Members of the Council.

**CHAIRPERSON DAVIS:** Okay. So, you're, you're suggesting we just move forward with business as usual until the Charter.., we create a Charter review board? The Chairmanship stays one year until... They gave us a year to put some recommendations in place. If we can make this decision prior to next April or May, that'll give us a little time now to put those things in place.

**ASSISTANT CITY ATTORNEY BUSBY:** I think that's probably the best...

**CHAIRPERSON DAVIS:** Okay.

**ASSISTANT CITY ATTORNEY BUSBY:** ...route to take.

**CHAIRPERSON DAVIS:** Okay. Everyone comfortable with that? [Pause]. Thank you. Alright. So, now we're gonna go to public comment.

[Video stops]

**CHAIRPERSON DAVIS:** Walter, you can stop. Thank you. Um, we're gonna go to public comment.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair Davis, can I say something?

**CHAIRPERSON DAVIS:** Yeah. Go ahead.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. You remember, I did put this on the Agenda but I was okay with you going ahead and doing the presentation.

**CHAIRPERSON DAVIS:** Before they speak, I didn't wanna put this up after folks spoke and they didn't get a chance to hear...

**CHAIR PRO TEM MILLER-ANDERSON:** I know. But I know last time you said that you didn't put it on so you wanted to find out who put it on so they can speak on it. And I just wanted, for the record, to say that that was something that I put on.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** But, we never got around to why it was put on. So, I'll come back...

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** with that once...

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

**CHAIR PRO TEM MILLER-ANDERSON:** ...you go ahead and let them speak.

**CHAIRPERSON DAVIS:** Ms. Tina white.

[Pause]

**MAYOR MASTERS:** She was, she was out in the vestibule earlier. [Inaudible] she's still here. She's coming.

[Pause]

**MS. T. WHITE:** Tina White. When..., in 2016, Council Hubbard was very respectful of the fact that Mr. Davis had been the Vice Chair and she nominated him to become the Chair. I'm asking this Council to be respectful that Ms. Anderson is the Vice Chair and should be nominated to become the Chair. Now, whether that happens tonight or whether it happens in May, the Vice Chair should ascend to Chair. No one should..., first of all, the Charter says very clearly that the Chair serves at the pleasure of the elected officials. So, there is no..., nothing in the Charter that says you even have to serve for a year. You could serve for one day if the..., if you're not at the pleasure of the elected officials, you could be removed in one..., after one meeting. So, there is nothing in the Charter that allows you to serve a, a time set amount of days or years or months. And so, you serve at the pleasure of the Chair and..., of the elected officials and I think that Mr. Davis, if he is..., he wants people to respect that he was the Vice Chair in 2016, he would' been very offended if he had not ascended to become the Chair in 2016. And I think he should show the same respect to Council Anderson that she's the Vice Chair and should ascend. And I think her other colleagues should also show her that same.

In 2008, when Ms. Hubbard was serving as the Vice Chair, for the very first time, the newly elected Dawn was made Chair by Cedrick Thomas, Dawn Pardo and Shelby Lowe, and that was the first time that the Vice Chair, which was Ms. Hubbard in 2008, did not ascend to be the Chair and that's when the disrespect started. And, last year, Ms. Hubbard brought back the respect to Mr. Davis by making..., vo'..., nominating him to be the Chair. And I ask that Mr. Davis show Ms. Anderson the same respect and nominate her to be the Chair. Now, whether it's in May or [stammer], or June, enough is enough and we need to move forward. The Chair is only a parliamentary position. The Chair does not set the Agenda with the City Manager. The C'..., the Charter says that the City Manager does the administrative duties of the City. You all have the right to reject his proposed Agenda in the meeting but he has the authority to propose the Agenda. The Chair has no authority to tell the, the City Manager what can go on the Agenda, whether another elected official can put something on, that is an abuse of the power and it's abusing what the Charter says.



[Beep]

**MS. T. WHITE:** It's a parliamentary position in accordance to Robert's Rules of Order. You guys gotta get knowledgeable and read your Charter and read Robert's Rules of Order.

**CHAIRPERSON DAVIS:** Just for the record... Thank you for your comment. As we call the next person, I'll be very brief, at no point did I ever ask the Chair of this particular Board, that I so appreciate, [stammer], that was elected by this Board, did I ever, ever try to control a Agenda so I don't want no perception to be perceived that way. I've always supported what we discussed in workshops and retreats and supported this entire dais, um, what they wanted. So, there's nothing in particular that I so-called pushed or approved or disapproved of, at any time. I support our time in workshops and retreats. And...

**COUNCILPERSON PARDO:** Mr. Chair.

**CHAIRPERSON DAVIS:** ...those are Items that hit the Agenda. Yes, ma'am.

**COUNCILPERSON PARDO:** Alright. I just need to set the record straight. When I was elected in 2008, I wasn't elected as the Chairperson. So, just putting that out there. I was not the Chairperson of the Council.

**CHAIRPERSON DAVIS:** Bonnie Larson. Thank you.

**MS. B. LARSON:** We have a lot of.., we have a lot of things we need to get straight regarding this and I didn't understand, in the first place, why didn't we switch Chairs in March or so because the two people who were in the runoff, that was Lynne Hubbard and the incumbent, Bruce Guyton, neither one of them would have been Chair. So, why didn't the Chair change at that point? I don't understand why it waited. Bruce Guyton said he never wanted to be Chair and Lynne Hubbard was just coming in so she would not have been Chair. So, why didn't the previous Chair, which was Ms. Pardo, why didn't she and the new Chair work that out and we wouldn't be in this mess today. So, that's where the whole thing started. It should never have come to this.

The City Charter, some people say it says in there, some people says it doesn't say in there, when the Chair changes. I have a copy of the 1973 Charter, it doesn't say anything in there. Now, I'm having trouble getting the 1980, the final version of the 1980 Charter. I was given the Code of Ordinances, that's not the same as the Charter. I wanted to see the Charter to actually read it myself and see what it says. So, we need to get that very straight.

Also, I was told.., I asked the question one time, who sets the Agenda and I was told by the Board, a Member of the Board, that it was the Chair and the City Manager were the two that set the Agenda. I was told that. So now tonight, you're saying no, that's not the way it goes. Well, we need to get our facts straight here. Also, it was said tonight that in previous.., in a previous year, there was a Chair who had the position for two years, who was that? I, I don't remember that, a Chair ever staying for two years.

But, if we go the full 12 months then, like you said, the next person's gonna get messed up and the whole thing's gonna get messed up so we really need to fix the problem. But we have to learn from mistakes and, and that was a mistake back in March or so that the new Chair didn't take over. That was what messed up this whole thing. So, now a comment was made tonight, 'Well, let's wait 'til the Charter review group gets together and decides and what... That, that's not gonna work either because last time that took, like, eight months, the Charter review committee has not ever been assembled yet, and it took about eight months so that's not an option. So, let's get it straight tonight, let's fix what was done wrong in the first place, admit what was done wrong and fix it because you can't have people getting shortchanged.

Thank you.

**COUNCILPERSON PARDO:** Mr. Chair?

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

**COUNCILPERSON PARDO:** Alright. Just to keep the record straight, so in March of 2016...

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

**COUNCILPERSON PARDO:** ...we did have the discussion...

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON PARDO:** ...whether or not the Chair should change and there was a motion and a second to keep me as Chair until the full Council was seated. Okay? So we did discuss it. And then, um, alright. So, that's all I wanna discuss.

Thank you.

**CHAIRPERSON DAVIS:** Thank you.

**COUNCILPERSON PARDO:** Just for the record.

**CHAIRPERSON DAVIS:** Mr. Mary Brabham. Ms. Mary Brabham.

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

**MAYOR MASTERS:** Good evening.

**MS. M. BRABHAM:** Here's the Charter, right here. [Pause]. The Chair serves at the pleasure of the Council and watching that little presentation there, Ms. Miller-Anderson said, either way. Either way. Ms. Johnson said, how do we get this back on track? We get it back on track tonight. This is something that should have been taken care of. We need to start getting our house in order. That election last year, was something just completely out of the ordinary. We need to get this right here. Ms. Miller-Anderson or

whoever else that you would like to nominate as Vice Chair, let's do that. Let's start doing things orderly not a spare of the moment or a feel good moment, a look back and dictate what was said. Anybody have a right to change their mind. This is America and we, and we know what is happening now. Let's get things right. Let's get things right. If she is the Vice Chair, then you, as a Board, at your pleasure, you do that. And choose amongst yourself who shall be the Vice Chair. But it is fitting and it, it is proper to get our house in order. Forget about last year because that was done because it, it, it was done the way that it was done but this is the Charter, nothing in here dictates that anybody have to serve 12 or 13 months. It doesn't specific that, it says the pleasure. And the Manager does.., we, we been hearing this mess too about the Chair sets the Agenda. That's not true, I told them that's not true. Now, that's because the, the Chair wants all of that authority, power which he does not have. That's why you have a Manager. Whoever that Manager may have been, if it was Danny Jones, he has that right. Mr. Evans has that right. And you, as an elected Board, has that right to put this house in order tonight. We do not proceed to keep lingering with this nonsense. Do what's right.

**CHAIRPERSON DAVIS:** [Inaudible].

**MS. M. BRABHAM:** And go 'head on and settle the Chair. Why pro'.., procrastinate or linger with this? If you do not want her, than be bold enough to tell her no but that should not.., should be the way that this should go. I would expect for each one of you to have some decency within you.

[Beep]

**MS. M. BRABHAM:** Because I know that. Let's move this on here, please. We're tired of this.

Thank you.

**CHAIRPERSON DAVIS:** Thank you for your comments. Ms. Ernestine Gordon. Ms. Ernestine Gordon.

[Inaudible dais comment]

**MS. E. GORDON:** Councilmen and the Mayor and...

**CHAIRPERSON DAVIS:** [Inaudible].

**MS. E. GORDON:** ...the Manager.

**MAYOR MASTERS:** Good evening.

**MS. E. GORDON:** I'm same thing.., I agree with Mrs.., Ms. Mary in reference to the Chair. Mr. Davis, you, I mean, you did a excellent job and everything. If it time to hand it down to the next one, why don't you just do it smooth and level because we elect ya'll to that office. We don't dislike any of you, we love you all, we, we elected you. So, it,

it's a time for you to move and put the other person 'posed to be in the Chair, put her..., place her in the Chair and you move out of the Chair, whether it be this month or next month but do, do it according to the Charter. Don't delay it 'cause a lot of people are waiting for the Chair to be switch'. And they're waiting for that information. I mean, we were trynna get it tonight. We was hopin' to get it tonight.

Thank you.

**CHAIRPERSON DAVIS:** Thank you, Ms. Gordon. I'm gonna follow your lead on the Charter. Ms. Darlene Cruz and then finally, Mr. Lozman.

**MS. D. CRUZ:** Good evening.

**CHAIRPERSON DAVIS:** Good evening.

**MAYOR MASTERS:** Good evening.

**MS. D. CRUZ:** To everyone, the Mayor and the elected officials. My name is Darlene Cruz. I came tonight with my 15-year-old daughter to speak out on what so many others have been saying. I stand before you this evening just to [stammer] reiterate what's already been said. I think it's very important for the selection of the Chair to be made. It's something that the City has been waiting for. I'm a resident, long-term resident of the City. I am hopeful to see the transition of the Ch'..., the new Chairperson, um, whomever it may be but I think the City needs to go ahead and make that decision immediately. I don't need three minutes to say that but, just so you know, I stand firm with Councilwoman KaShamba Miller-Anderson as the next Chairperson in line for that position. I've seen her work, she's faithful, she's dedicated, she's loyal and dependable. I've watched her when she was on her campaign trail, she attended many churches. One local church in particular, I saw the Mayor, KaShamba and Mr. Davis, Councilman Davis there. I was so impressed. I said that's somebody we can get behind, I told my children and we did and I would like to see that transition. Not just for me but for my children and for others in the City as well.

Thank you.

**CHAIRPERSON DAVIS:** Thank you, Ms. Cruz.

**MAYOR MASTERS:** Thank you.

**CHAIRPERSON DAVIS:** Mr. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. As I said at the prior meeting, I think Mr. Davis has done a wonderful job as Chair compared to his predecessor. He has never had the police ever come up and escort someone, he has never mocked them, he has never screamed at them, he's never shown any racist behavior. He has been a remarkable Chair..., I'm gonna say, of all the Chairs since I've been in this City since 2006, his demeanor and his behavior was number one and I'm grateful for that.

Ms. KaShamba Miller-Anderson as Chair Pro Tem, has done a remarkable job in your absence, when you've had to step away, whatever. She has..., also has a wonderful demeanor, calm, doesn't freak out, doesn't get excited, like, like, one of her colleagues at the end of the dais there. She will make a wonderful...

**COUNCILPERSON PARDO:** I have a name.

**MR. F. LOZMAN:** ...Chair when she takes over. So basically, we know..., we've had a great Chair and we've had a great Chair Pro Tem. What is the problem we have now? It's a timing matter. When should one end, when should one start? I think what you cou'..., my suggestion, for what it's worth, is choose the, the new Chair and Pro Tem tonight, get that done and then do the 11 month deal. Eleven months for Terence Davis, the next Chair gets 11 months and then you're back on the cycle.

**CHAIRPERSON DAVIS:** Thank you for your comments. That's the end of public comment at this time. Vice Chair Miller-Anderson, you have some comments?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. When I initially put this on the Agenda, I put this on the Agenda because I knew the date was coming up and it did not appear that it was ever going to come up to discuss. It was put as a discussion and deliberation. So, it was to be discussed as to what we wanted to do, when we wanted to do it. I was very well aware of the video, I've seen the Minutes, I've researched that myself, however, that..., the video that we had there talked about 11 months. Yeah, we mentioned 11 months and if you were selected in May, the 11<sup>th</sup> month is April. So, I mean, that's right where we are now. Even though it was brought up, or at least put on the Agenda back in March because of the Charter stating that we're to select someone every March. Now, being that we don't have an election this year, that should not prolong the decision to change. One of the other things I mentioned in the meeting, um, I think it was the last meeting that we had was that we all, as a Chair or Chair Pro Tem, serve at the pleasure of the Council. So, if the Council, and I said this a couple weeks ago, if the three people voted to put someone in a position, that's who it is. It's not..., and I do understand and I would hope that the [stammer] you, the gradual changes made from Chair Pro Tem to Chair. And, as I said before in the last meeting is that, from what I have research and understand, it's always been that way with the exception of in 2008 when, for whatever reason, Ms. Lynne Hubbard did not go from Chair Pro Tem to Chair. It has been a constant decision that's made with the Council to advance the Chair Pro Tem to the Chair.

Now, at the same time, I do understand that it takes three votes and that's all it's about is three votes. So, if someone wanted to pick someone who just got on the Council yesterday, that's what it would be. The Cou'..., the Charter does not state that the person who is the Chair Pro Tem has to go to Chair. And I understand that. What I want to do is make sure that we do not ignore this decision that needs to be made because, if I had not put it on the Agenda last month or the other times that I've tried to put it on the Agenda, it would not have come up. No one is saying that you can't stay on 'til May, you can't stay on 'til June but you were selected in May and if you want to go with the 11 months..., I know Mr. Lozman mentioned about it being fair and I think that I,

I was very clear that it wouldn't be fair to whoever else if we continue to..., if we don't place someone in there until May or June, you're then gonna say next year, we're gonna wait 'til May or June or, as the Charter states, it needs to happen in March. So, whoever goes in this year in May, April, May or June, for them to have to give it up in March would not be fair. So, right now, it's all about just being fair in terms of how long the next person would go. Again, the Charter does not state anyone has to be in there for a year. It does not say that, say that, you can be in there for a day, you could be in there for a month. That's what the Cou'..., the Charter says, is that it is at the pleasure of the Council.

So, my purpose in putting this on the Agenda was just for the discussion to happen. As we saw from the video, when we had this discussion a year ago, what was said. Okay, well, well let's do this until we do the Charter review. Have we done a Charter review yet? No. And we're a whole year beyond that meeting. So, my point is, it needed to be brought up on the Agenda to be discussed. It is up to the three individuals that want to vote if you feel that I should go from Chair Pro Tem to Chair. That, for me, is not the issue, the issue is, it needs to be decided on. That was my intent on putting this on the Agenda because no one else had put it on the Agenda. So, as long as no one put it on the Agenda, it was never going to be discussed. So, that is my reason for putting it on here. And, as I said last ye'..., last, last meeting, is that it's not, you know, it's not a big thing about who gets to be the Chair, if I get to be the Chair, I'm not petty like that and then, besides that, the Chair has no more power than any other Councilperson. So, it's really not, um, it's not this magical position. Now, do I think we should move the direction that we've always done in the past? Sure. I'm not saying that, 'No. Don't give it to me,' but I'm just saying it is not that big a deal that it has come to a point where it's, like, the talk of the town and, and, for me, that's not, that was not my intent of having it added to the Agenda. The point was, if I didn't add it to the Agenda, it would have never come up and that's why it's there.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Um, hold on. With all due respect, Commissioner Hubbard, I wanna ask one question that, that was addressed. It was stated previously, before I get back to what was very clear, I was the one, as the Chair at the time, that offered the 11, 11 months. I requested..., I said..., and you heard it and you watched it, I said I will make the first sacrifice. So, it's clear. And when we talk about the Agenda, it's being stated that it would never made it on the Agenda. My question is, if the Chair does not set the Agenda, what will make my Vice Chair, at this time, to believe it wouldn't've made it to the Agenda?

**CHAIR PRO TEM MILLER-ANDERSON:** We all know, Chair Davis...

**CHAIRPERSON DAVIS:** Right.

**CHAIR PRO TEM MILLER-ANDERSON:** ...that you were very instrumental in stopping Agenda Items from going onto the Agenda so we're not gonna...

**CHAIRPERSON DAVIS:** So, let me ask you a question, cause I'm being...

**CHAIR PRO TEM MILLER-ANDERSON:** We're not gonna...

**CHAIRPERSON DAVIS:** ...accused of something?

**CHAIR PRO TEM MILLER-ANDERSON:** ...go there. We're not...

**CHAIRPERSON DAVIS:** So please...

**CHAIR PRO TEM MILLER-ANDERSON:** ...gonna go there.

**CHAIRPERSON DAVIS:** ...explain to me one item I [stammer] I've ever stopped to get on this Agenda that was prepared, had all the proper backup, that I ever, one item, and the who's we, I don't know 'cause I never had a discussion outside of the public meeting. So, who's the we that's having meetings prior to this meeting? That, that, that's the issue. There's too much naysay. We got GSF in this room, we got all this money, these real heavy issues...

**CHAIR PRO TEM MILLER-ANDERSON:** Point of order.

**CHAIRPERSON DAVIS:** ...on this, on...

**CHAIR PRO TEM MILLER-ANDERSON:** Can we get back...

**CHAIRPERSON DAVIS:** Hold on, no, no.

**CHAIR PRO TEM MILLER-ANDERSON:** ...to the task?

**CHAIRPERSON DAVIS:** No, point of order is needed.

**CHAIR PRO TEM MILLER-ANDERSON:** Let's just get back...

**CHAIRPERSON DAVIS:** No.

**CHAIR PRO TEM MILLER-ANDERSON:** ...to the task.

**CHAIRPERSON DAVIS:** No, no. No. Here's where we are.

**MAYOR MASTERS:** Recognize the point of order...

**CHAIR PRO TEM MILLER-ANDERSON:** I'm not going to argue with...

**CHAIRPERSON DAVIS:** No, no, no.

**CHAIR PRO TEM MILLER-ANDERSON:** That's not what I'm [inaudible].

**CHAIRPERSON DAVIS:** With all due respect, I allowed the Vice Chair to say what she said, I never interrupted her and I gave you the respect and I will continue to give

you that, Vice Chair. All I'm stating, you said five times that it would never made the Agenda and then you assumed that I would've blocked it. I woulda never, ever.., and Mayor, dis'...

**COUNCILPERSON HUBBARD:** Point of order, point of order.

**CHAIRPERSON DAVIS:** No, no. He said something to me.

**COUNCILPERSON HUBBARD:** That's okay.

**CHAIRPERSON DAVIS:** Listen, listen. I just wanna conduct a meeting. It was very clear that we all agreed and, and, Councilperson Hubbard, you led off and said, 'I think you should get the 12 months. You have the right to change your mind but when we get to the Charter, Article II, Section 7, it says the continuance of the present of officials.' I support how we move forward as a Board and it doesn't take three votes. And if we do business right, it'll be five votes. So, don't count three because of private conversations before these meetings.

**CHAIR PRO TEM MILLER-ANDERSON:** There is no private conversations.

**CHAIRPERSON DAVIS:** It says, 'The terms of the present elected City officials, shall continue until successors thereto, have been elected and qualified at the regular and runoff election,' which we had last year, 'provided and shall take office at the next regular City Council meeting after the general election.' And we, we had a runoff. 'At such time, shall commence with the selection of the Chair and Chair Pro Tem.' This seat took place in May. The first meeting was in June. I said I will take the 11 months. Councilperson Pardo said, 'Listen, before I move on anything,' she asked the City Attorney at the time, 'What should we do? What the Charter states?' The City Attorney talked about the 12 months and we all agreed as, together as a group, to support the 12 months. Now, if you all are saying today, at this time, you wanna do something differently, you have that right.

But, I woulda sup'.., if anybody woulda went in Novus and submitted an Item on the Agenda, or came to a meeting and said, 'Hey, the next meeting, I would like to see this on the Agenda,' which you did and once you did that, it hit the Agenda right away. But if it hits Novus and it hits the administrative Staff, I never once.., and I'm gonna protect the integrity of myself as a professional, never once denied anyone, on this Board, the opportunity from having an Item heard. So, I gotta protect that.

Vice.., I mean, Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** As Miller-Anderson said, even if you go to May, we need to make a decision about it tonight, so Mr. Chair, I move that we elect Councilwoman Miller-Anderson as the Chair of the Riviera Beach City Council.

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

**COUNCILPERSON DAVIS JOHNSON:** Second for discussion.



**CHAIR PRO TEM MILLER-ANDERSON:** Did she say second?

**COUNCILPERSON DAVIS JOHNSON:** No. You did. Go ahead.

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

**CHAIRPERSON DAVIS:** Second for discussion.

**COUNCILPERSON DAVIS JOHNSON:** Okay. Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** Alrighty. So, we had our full discussion, as you played back in the tape from May meeting... Someone's phone. And we are now at the 11<sup>th</sup> month and, um, this issue is dividing a community, it's dividing a Council and it would be my, my position that the discussion.., because I, I, I clearly remember saying, 'Are we talking about 11 months,' and that was supported by the, the tape. So, we are now in the 11<sup>th</sup> month. So, even if she assumes the Chair, beginning the next meeting or the first meeting in May, you.., we're still at the 11<sup>th</sup>, 11 months for both the current Chair and current Chair Pro Tem.

So, with that being said, what is.., you agreed to the 11 months...

**CHAIRPERSON DAVIS:** No.

**COUNCILPERSON DAVIS JOHNSON:** ...unders'...

**CHAIRPERSON DAVIS:** I agreed to the Charter, it was stated by the Attorney, which was the 12 months at the final order.

**COUNCILPERSON DAVIS JOHNSON:** Right. But, in our final discussion, I, I asked, I said, 'So, what are we discussing here? Are we discussing 11 months? Are we talking about the 11<sup>th</sup> mon'.., 11 months?' And I believe that that was the consensus of the Board in order to... You dis'.., you, you disagree, okay. But, I do believe that that was the consensus. We never called the vote, we just had a co'.., we had this conversation. So, what I don't wanna see happen because we are missing an opportunity and it's just so jagged and I respect what you've done, as a Chair. I believe that you have grown on this dais, I believe that you have shown leadership. But let me just make a point of clarification and I need to digress one moment because I do remember specifically sitting here hearing that it was the Chair and the City Manager that, and I believe Ms. Pardo commented on that at one point, that it was the Chair and the City Manager that set the Agenda because we would review it, you would review it for heaviness and for projects. However, that is not the issue, what the Chair does or does not do is not the issue. We have got to, um, not bicker about it, we have got to just put the City before personality. And I would just ask that we honor the 11 months, which is this, it takes us through this meeting and the...

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** ...and the next meeting and that will then place our Chair in position to begin the May meeting. And that was how we were going to eventually get back on track. That was what I understood and that is what I am comfortable in doing. I, I asked.., when we.., when I first came abroad, the very first action that I asked for was the Charter review and we still have not gotten to that point and I understand that we've had some challenges as it relates to getting individuals to serve but the point still remains, we have so many things that need to be addressed within that Charter in order to make us whole and to have us operating as a, um, a, a viable entity. And that's what I've always wanted to see since the election. For me, when I was sworn in, that was the very first thing that I walked in the door with.

So, you know, the discussion on 11 months versus 12 months has absolutely no reflection on your abilities to serve or the work that you've done because I commend you. I know that there were challenges, I know that you were faced with [stammer] insurmountable tasks. I understand that and I appreciate all that you have done but I believe that we need to go ahead, tonight, and establish moving forward for that first meeting in May to have our new Chair seated and we move on about the business of the City.

**CHAIRPERSON DAVIS:** Wha'.., what I will do support, since there's being an alter in the timeframe, which I to'.., which I initiated the offer...

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Please respect the meeting. Please do. If you're a City official, please understand that you're a City official, a City employee. So, when you come to this meeting, act like a City employee.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** 'Cause you work at the pleasure of the Board.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** The Charter's very specific on that.

So, let's, let's handle this and I'm gonna bring that item back up in the next meeting, we're gonna review that discussion of the Charter.

Now, all I'm stating is, I can support, if this Board wanna put this on the Agenda to be addressed at the first meeting in May, I can support that.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Because...

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Hold on, hold on. The public has had public comment. We're not gonna continue to go down that aisle, that road, Mr. Williams.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Okay? We have order.

Now, the Board said that they wanna do..., and I to'..., and, and I agreed to do what the Board wants but because there was a community meeting, led by some elected official on this Board, to start getting people to put pressure and make phone calls to different individuals, including myself, I received phone calls from numerous peoples, numerous people. Now, some folks was confused about what was happening and the message I relayed, I said, 'Listen, I have no problem on putting this Item on the Agenda when the time comes, that we agreed to but we cannot continually changing our mind in this City. We need to take business decisions and make 'em and stick to 'em because it shows that we keep changing our mind, I would not do business with someone in the community, our leaders, if this Board keep changing their minds on what they wanna do. That's bad for business. If this Board wanna change the Ch'..., address the Chair and the Vice Chair, in the first meeting in May, which I support, we can put it on the Agenda, we select it, we support it and we vote for it, the Vice Chair is rescinded and I can support that.

**COUNCILPERSON DAVIS JOHNSON:** Okay.

**CHAIRPERSON DAVIS:** I have no problem with that.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** So, let me just say that there is no changing of mind for me. I was clear with 11 months because that was the discussion that we had. I don't believe that..., well, I'm not privy to the, the public or private meetings that were held because I'm not aware of that and my decisions are always based on, is it in the best interest of the City, is it in the best interest of the citizens and is it fiscally responsible? I will go to my grave with that. And I think that this, this continued discussion and having it placed on the Agenda for a discussion and deliberation is counterproductive to what we need to do as a Council. You know, we're, we're rolling on..., up now, it's 9:00, what, 9:35, 9:40 and we still have a tremendous amount of Items to discuss. So, [pause], I would ask that we just... If what we're, what you're saying is what's being proposed, the 11 month ends now, you've [stammer], it ends in this month, that will carry you through the next meetings and then, at the very first set of meetings in May, the new Chair begins. I..., that's what you're..., that's...

**CHAIRPERSON DAVIS:** No.

**COUNCILPERSON DAVIS JOHNSON:** ...what you just asked for.

**CHAIRPERSON DAVIS:** No. What I'm proposing is, at the next... The.., when I became Chair, it was the second meeting in May.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** Come on, man. We're trying to conduct business in Riviera Beach.

**COUNCILPERSON DAVIS JOHNSON:** Then don't respond.

**CHAIRPERSON DAVIS:** Okay. Whether you a'.., well, if you're here to cheer for someone and support that, and I can support your position one way or the other, but allow us to conduct our meeting. Please do. Okay?

Now, we all had made a decision, in the second meeting in May, we agreed to do the 12 months based on.., and we did discuss the 11, which I initiated and I still support, if that's what you wanna do but in 12 months from the second meeting of May is what? The second meeting in April which is the next meeting. If you wanna put it on that Agenda, but let's stick to what we're gonna say...

**UNK. AUDIENCE:** No.

**CHAIRPERSON DAVIS:** ...we're gonna do. But let's not pick and let folks come and pluck us and control this Board...

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** ...and, and, and do the business.

Please respect the meeting. The people at home hear us in the microphones. Please respect the meeting. I have yet to ever call the police officers to come, even when people got loud outbursts to say, please remove somebody. I've been giving you.., given our community the respect. Officers has yet to even ask someone to please leave the meeting. The public safety officers.., and that's what we wanna support them as. And thank you officers for being here tonight.

**COUNCILPERSON DAVIS JOHNSON:** One final statement.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** One final statement. No matter, no matter when the vote is made, the new Chair would take the seat May 3<sup>rd</sup>. No matter, no matter when. And I don't think that it is two additional weeks because, let me also digress, I believe that the very first thing that I asked before the full Board was seated, was that we wait until a full Board was seated before we made a decision but that

somehow was overrun and, and we moved ahead with, with setting the Chair and the Pro Tem. So, at this particular point...

**COUNCILPERSON PARDO:** [Inaudible]...

**COUNCILPERSON DAVIS JOHNSON:** ...I believe that we should call the question and let me tell you why.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON DAVIS JOHNSON:** It still takes you, it still takes the, the remaining months for this me'.. these meetings, the remaining month of April and the new Chair takes the seat May 3<sup>rd</sup>.

**CHAIRPERSON DAVIS:** No.

**COUNCILPERSON DAVIS JOHNSON:** So, having said that, I, I...

**CHAIRPERSON DAVIS:** There's another meeting between now and then.

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

**COUNCILPERSON DAVIS JOHNSON:** Hey, I'm sa'... Everything that's left in April, we're done. And then, May 3<sup>rd</sup>, the new Chair T'.., and Pro Tem, Pro Tem...

**CHAIRPERSON DAVIS:** But the pro'...

**COUNCILPERSON DAVIS JOHNSON:** ...take over.

**CHAIRPERSON DAVIS:** But the proper procedure was to have this on the Agenda that the 2<sup>nd</sup> meeting in April so that.., just like the first, the second meeting in May and I was.., my first meeting was in June, the second meeting in April it goes on the Agenda and the first meeting in May, the person who becomes Chair and Vice Chair starts the May meeting. So, that's what we've done, just like all these years.

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

**CHAIRPERSON DAVIS:** But let'.., let's support that. Councilperson...

**CITY CLERK ANTHONY:** Mr. Chair?

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

**CHAIRPERSON DAVIS:** ...Hubbard.

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

**CITY CLERK ANTHONY:** Let me, uh, as it relate to what Ms. Davis Johnson just said, the motion was for Ms. Miller-Anderson to become Chair. It did not have a time certain as the first meeting of May or anything. It just said...

**COUNCILPERSON DAVIS JOHNSON:** Do we need to amend it?

**UNK:** The...

**CITY CLERK ANTHONY:** If the maker of the motion wants to amend, she may do so but it did not state...

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

**CITY CLERK ANTHONY:** ...with the, with the...

**COUNCILPERSON HUBBARD:** Let me ame'...

**CITY CLERK ANTHONY:** ...motion being stated as it was, she would begin at the next meeting.

**COUNCILPERSON HUBBARD:** Let me, uh, let me amend that so that we can move on and for point of clarity. I move that KaShamba Miller-Anderson be elected and appointed as the Chair and will take office at the first meeting of May.

**MAYOR MASTERS:** In May.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Madam..., so, what's gonna happen the following year? So, we're gonna stay on this pattern for the following year?

**COUNCILPERSON DAVIS JOHNSON:** It will be the...

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

**COUNCILPERSON DAVIS JOHNSON:** ...same.

**CHAIRPERSON DAVIS:** ...we make... Whatever decision we make, don't change it.

**COUNCILPERSON HUBBARD:** I don't think nobody else will really care that much.

**CHAIRPERSON DAVIS:** Oh, see. That's how we got to where we are now.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I'm, I'm gonna go on record now...

**CHAIRPERSON DAVIS:** Please do.

**CHAIR PRO TEM MILLER-ANDERSON:** ...because I did say...

**CHAIRPERSON DAVIS:** Yeah. That's how we got here.

**CHAIR PRO TEM MILLER-ANDERSON:** I said, in that meeting, that someone was going to be shortchanged. And so, if we're doing 11 [stammer], let me see.., 11.., if you do May.., March is, what's that, 10 months but if we have an election and it's my election...

[Chuckle]

**CHAIR PRO TEM MILLER-ANDERSON:** So, I mean...

**MAYOR MASTERS:** And I hope you win.

**CHAIR PRO TEM MILLER-ANDERSON:** ...we, we will, you know, look at it, get back on track from there. I know initially it was 11.., we were looking at 11 and 11. Okay, 11 and 10. I'm fine with that, 11 and 10, I.., you don't need to play.., replay that, that will be fine to get back on track for March.

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Are [inaudible] fine with that...

[Inaudible dais comments]

**COUNCILPERSON HUBBARD:** Moved and second.

**COUNCILPERSON DAVIS JOHNSON:** Go ahead.

**COUNCILPERSON HUBBARD:** Call the question.

**CHAIRPERSON DAVIS:** Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

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

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

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**CITY CLERK ANTHONY:** Councilperson Davis?

**CHAIRPERSON DAVIS:** No.

**CITY CLERK ANTHONY:** That motion is approved with Councilpersons Pardo and Davis dissenting.

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

**CHAIRPERSON DAVIS:** Thank you so... Now, we can go to regular City business.

**CHAIR PRO TEM MILLER-ANDERSON:** We're gonna do...

**COUNCILPERSON DAVIS JOHNSON:** No.

**CHAIR PRO TEM MILLER-ANDERSON:** ...Chair Pro Tem?

[Inaudible audience comment]

**COUNCILPERSON DAVIS JOHNSON:** We gotta do Chair Pro Tem. That's [inaudible].

**CHAIRPERSON DAVIS:** I'm tellin' ya now, I'm not prepared to do [stammer]. I just wanna get to the City business. I will ask that you save that for the next meeting.

**UNK. AUDIENCE:** No. No.

**CHAIR PRO TEM MILLER-ANDERSON:** Do it when? For the next meeting?

**CHAIRPERSON DAVIS:** Go ahead. You, you wanna do this.

**UNK. AUDIENCE:** Yes.

**CHAIRPERSON DAVIS:** I'm telling you...

**UNK.:** For the next meeting?

**CHAIRPERSON DAVIS:** ...I'm voting no all the way through no matter who's elected, who's nominated.

[Inaudible audience comment]

**CHAIRPERSON DAVIS:** I'm gonna tell you that now.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** No. Please.

**UNK.:** [Inaudible].

**CHAIRPERSON DAVIS:** Please. We got...



[Inaudible dais comment]

**CHAIRPERSON DAVIS:** ...we got a very important Item that I wanna get to.

**COUNCILPERSON PARDO:** Mr. Chair?

**COUNCILPERSON HUBBARD:** Okay.

[Inaudible audience comment]

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Hu'.., Pardo. We w'.., yes, she's next. Councilperson Pardo.

**COUNCILPERSON PARDO:** Okay. Are we gonna put a motion on the floor for a Vice Chair?

**COUNCILPERSON HUBBARD:** I was tryin'.

**MAYOR MASTERS:** [Chuckle].

**COUNCILPERSON PARDO:** Alright. So...

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** I nominate Councilwoman Davis Johnson.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** Second.

**CITY CLERK ANTHONY:** Are there any further nominations for Chair Pro Tem?  
[Pause]. The floor is now closed and...

**CHAIR PRO TEM MILLER-ANDERSON:** We're, we're saying this is for that May date?

**COUNCILPERSON HUBBARD:** Or...

**MAYOR MASTERS:** Everybody [inaudible]...

**COUNCILPERSON HUBBARD:** ...the first... In May.

**MAYOR MASTERS:** ...takes over in May, right? The first...

**UNK.:** [Inaudible].

**MAYOR MASTERS:** ...the first meeting in May, correct?

**CITY CLERK ANTHONY:** With that being said, the floor is now closed for nominations for Chair Pro Tem and Ms. Davis Johnson will serve at the.., as the Chair Pro Tem beginning at the first meeting in May.

**CHAIRPERSON DAVIS:** Correct.

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

**MAYOR MASTERS:** Good.

**CHAIRPERSON DAVIS:** Thank you.

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

**CHAIRPERSON DAVIS:** Alright. So now, we can go...

**UNK.:** [Inaudible].

**CHAIRPERSON DAVIS:** Let me ask...

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

**CHAIRPERSON DAVIS:** ...my colleagues that.., can we take this Agenda out of order and let's postpone.., let's move to the GSF Item.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I have a question...

**CHAIRPERSON DAVIS:** Can I have a motion?

**COUNCILPERSON HUBBARD:** I didn't hear you, sir.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question.

**CHAIRPERSON DAVIS:** I wanna hear from colleagues, can we take this out of order to get this Ocean Mall Item in?

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I was gon'...

**CHAIRPERSON DAVIS:** Before we start extending the meeting?

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

**COUNCILPERSON HUBBARD:** This one is old business.

**COUNCILPERSON PARDO:** ...if we can extend.

**CHAIRPERSON DAVIS:** But we can still take it outta order and come back to old business.

**COUNCILPERSON HUBBARD:** Still...

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

**CHAIRPERSON DAVIS:** We can just ask for a motion... And I'm going to you, Vice Chair.

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

**CHAIRPERSON DAVIS:** We're gonna..., we can take this Item out of order and then come back to old business later but this Item is time sensitive. We've held this Item off from months ago when we had the...

**COUNCILPERSON HUBBARD:** But this one too. This one is very [inaudible]...

**CHAIRPERSON DAVIS:** This Item has how many millions tied up?

**CITY ATTORNEY DEGRAFFENREIDT:** None.

**CITY MANAGER EVANS:** The, the projected value of the lease is about \$7.4M [inaudible].

**CHAIRPERSON DAVIS:** Right. This Item has been all over the news, it's been all over the papers, it's been advertised and the public is here to speak on this Item. I would like to he'..., let the public who waited all night to get this Item, and it's old business we have a very important Items which is CAP [sp] and another program which is the SYP which I do wanna discuss. But let's at least get to this Item, take 17 out of order and then come back to 14, 15.

**COUNCILPERSON HUBBARD:** You know, uh...

**CHAIRPERSON DAVIS:** And then hit ni'..., 18 and go down the line.

**COUNCILPERSON HUBBARD:** I'm concerned that..., Mr. Chair, if..., is that this Item was put off last week. School is about out now and we need to, you know, make some decisions as to what we're gonna do as far as the kids. I'd hate to see it have to be put off to the next meeting again.

**CHAIRPERSON DAVIS:** Well, if, if we take 17 now, address it and then get right to the Item, I think we can make it in time. I think we should be fine, we'll extend it 30 minutes to make sure we cover that Item.

**COUNCILPERSON HUBBARD:** Remember we didn't extend...

**CHAIRPERSON DAVIS:** Okay?

**COUNCILPERSON HUBBARD:** ...the last time.

**CHAIRPERSON DAVIS:** Can I have..., can I receive a motion to take Item 17 now?

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

**COUNCILPERSON PARDO:** So moved.

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

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

**CHAIRPERSON DAVIS:** Hold on. I have a motion on the floor, do I have a second?

**CHAIR PRO TEM MILLER-ANDERSON:** But you know I was trying to say something...

**CHAIRPERSON DAVIS:** I...

**CHAIR PRO TEM MILLER-ANDERSON:** ...before the...

**CHAIRPERSON DAVIS:** Hold, hold...

**CHAIR PRO TEM MILLER-ANDERSON:** ...motion got there though. I was trying to say something and you told me you...

**CHAIRPERSON DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** ... would come back.

**CHAIRPERSON DAVIS:** Excuse me. Ms. Pardo, you mind rescinding your motion, please?

**COUNCILPERSON PARDO:** I rescind my motion [inaudible].

**CHAIRPERSON DAVIS:** Thank you, ma'am. Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, I know that you have the 17, you wanna get to No. 17 but with the YEP, is there a deadline on that, to get that done? Or to discuss it?

**CITY MANAGER EVANS:** There's no specific deadline, per se, however, time is of the essence as it relates to this program because the young people that we are trying to get to participate in the program with school being out in four or five weeks, we needed to make a decision whether we move forward [stammer], whether we move forward tonight or not. So certainly, if we postpone this Item, it puts this program in a very precarious situation and really impedes our ability to move forward.

**CHAIRPERSON DAVIS:** But, it probably won't take long, will it so we can probably just go ahead and hit it.

**CHAIR PRO TEM MILLER-ANDERSON:** Hit it right quick.

**CHAIRPERSON DAVIS:** Let's hit six'.., 14...

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

**CHAIRPERSON DAVIS:** ...and then go to sev'.., then go to the next one. I can support seven.., and then go to 17? Can we do that.

**CITY MANAGER EVANS:** I, I think [inaudible]...

**CHAIRPERSON DAVIS:** Because I don't think...

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. Because I don't know...

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

**CHAIR PRO TEM MILLER-ANDERSON:** ...if 15 [sic] everybody here to discuss that.

**CHAIRPERSON DAVIS:** Right.

**CHAIR PRO TEM MILLER-ANDERSON:** Make sure that...

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...everybody's here anyway.

**CHAIRPERSON DAVIS:** So, so let's...

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

**CHAIRPERSON DAVIS:** ...do a present'.., um, let's go ahead and do 14.

**CITY MANAGER EVANS:** Okay.

**CHAIRPERSON DAVIS:** 'Cause...

**CITY MANAGER EVANS:** If we can have our, our law enforcement team come to the podium to address conceptually where this program stems from. We have Chief Williams up and, Chief, if you can kinda give us a, a brief overview with respect to this program and how we believe this program can help turn the tide with respect to some of the challenges we face in our community and then I'll get into more substantive items as it relates to the proposal.

**CHIEF WILLIAMS:** Thank you, Mr. Manager. Mr. Chair, Members of Council. Clarence Williams, Police Chief.

As you recall, in late February, we arrested three young men as a result of a, a tragic homicide that we had had in the City. There was a press conference around that issue. At that press conference, we talked about sustainable strategies for moving forward and, included in those strategies, were some crime prevention initiatives. Among those initiatives, was a summer youth employment program. We developed a concept for a summer youth employment program...

**CHAIRPERSON DAVIS:** Excuse me.

**CHIEF WILLIAMS:** ...that we wholeheartedly believe would be a substantial effort in reducing the activity of, of our young people as it relates to crime and related quality of life kinds of concerns. The concept, as developed, is a robust one. It calls for us attempting to employ 500 young people. We developed a budget around that. It is a six week or eight..., six week, I believe program.

**COUNCILPERSON HUBBARD:** Eight, I think.

**CHIEF WILLIAMS:** Is it eight, Mrs. Hubbard? It's a eight-week program that would commence after school starts and it would employ...

**CHAIRPERSON DAVIS:** Excuse me.

**CHIEF WILLIAMS:** ...or provide a wholesome workplace atmosphere and training for young people ages 14 to 21. Ironically, I had an opportunity to speak at the North County Chamber of Commerce before this and I was asked by business leaders, 'Chief, what do you, what do you need? What can we do?' And I said, 'In our City, I would love to see a summer youth employment program for our young people.' We've tried any number of other efforts, let's try that one. I think that it will have..., I believe wholeheartedly, that it will have an impact on our young people and the quality of their summers and the quality of our community moving forward as it relates to some of the activities that we see our young people engaging in.

So, the concept is, uh, is what you have before you. It was on the Agenda two passed or one pass for deliberation and discussion and essentially we're looking, I guess, for greater direction. The Manager is now on board and has been providing that. We got out ahead of some things that [stammer] that we are now considering as we, as we move forward with flushing out the concept. But that's, uh, that's essentially where we are at this point.

**CITY MANAGER EVANS:** Thank you, Chief. Certainly, one of the things that we wanted to get direction and perspective from the Council on is, what is the appetite with respect to rolling out this particular program? One of the things that we need to look for, of course, is how do we, in fact, budget for this program? There has not been a line item that has been associated with this program that is in the fiscal year 2017 budget. So, any budget appropriation would have to come from fund balance or savings in one

of our departments. Secondly, we did have the opportunity to contact our insurance provider to see if there was any issues with respect to young people providing services to the City from the ages of 14 to the age of 21. As long as they.., they're activities are consistent with the activities that we currently offer, our insurance provider is okay. We actually have the ability to go down to the age 11 but again, we have to be conscientious of the program and what services they're currently providing to the City. Some things that I think we have to be conscientious about is the strategy in which we look to deploy this program. It has been contemplated in the document that's before you, that there will be two people that would be job creators, that will in essence, look to partner up with the private sector to gain funding but, based on our procurement policies and procedures, and our Purchasing Director and Finance Director can opine on that, being that this program is going to be something that, if the Council was to say, 'We want to invest anything over that \$25,000 mark, it would have to require a competitive solicitation which, in fact, impedes our ability to get these job creators in our communities, assisting in trying to work to create those opportunities. Plus, we have just begun the process, as it relates to engaging the business community, and seeing what placement opportunities they are available.

When you look at the City side, where are we gonna place the employee or the, the children who.., which departments are going to be responsible, those are some of the things that we, we have to flush out as it relates to this program. Councilwoman Hubbard has some ideas and some perspectives concerning this program and certainly has been a champion of this program. So certainly, I think having her be able to provide some insight and perspective on this as we move forward, I think is critically important but also, we've also, we've also looked at some opportunities to look at the program that Ms. Grimsley current runs and see if there's an opportunity to expand that program and then look at some future youth empowerment summit...

**CHAIRPERSON DAVIS:** Mhmm.

**CITY MANAGER EVANS:** ...whereby you have something closer to the end of the school year...

**CHAIRPERSON DAVIS:** Mhmm.

**CITY MANAGER EVANS:** ...or closer to the beginning of the school year where you look to bring young entrepreneurs in and Ms. Hubbard and I talked about this at length that there's some young people that are.., one specific case, a 14-year-old that at, you know, 12 years old, he was worth \$1.3M and he created an app. And so, looking to bring one of those young people in to talk to our folks at a youth empowerment summit that we have at the Marina, etc.

So, there's a, a bunch of different opportunities but we wanted to get the Council's perspective on your appetite and how you would like to proceed forward and, ultimately, the goal that Ms. Hubbard and, and folks have outlined in this program, is that 500 job creation over a eight week period. So, with that being said, I will turn it over to Councilwoman Hubbard to provide a little bit more insight and perspective...

**CHAIRPERSON DAVIS:** [Stammer]...

**CITY MANAGER EVANS:** ...than [inaudible].

**COUNCILPERSON HUBBARD:** I want to...

**CHAIRPERSON DAVIS:** Hold, hold on...

**COUNCILPERSON HUBBARD:** ...thank...

**CHAIRPERSON DAVIS:** Hold on. Before we get there, thank you, sir, for your comments. I would like to entertain a motion to extend this meeting 30.., to 10:30 so that we can get to the Item that's in question which is next and we got people that's been waiting here to address this. I'd like to entertain a motion to extend this meeting to 10:30.

**COUNCILPERSON HUBBARD:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** I wanted to counter that so that we don't have to keep going back and forth.

**COUNCILPERSON HUBBARD:** Okay. Go ahead.

**COUNCILPERSON DAVIS JOHNSON:** I wanted to...

**COUNCILPERSON HUBBARD:** I remo'...

**COUNCILPERSON DAVIS JOHNSON:** [Chuckle]. Thank you. I would like to offer an extension of the meeting for 45 minutes absolute.

**CHAIRPERSON DAVIS:** We have a [inaudible].

**COUNCILPERSON HUBBARD:** I second.

**CHAIRPERSON DAVIS:** Let's go 11:00 o'clock.

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIRPERSON DAVIS:** Let's go 11:00 o'clock absolute.

**COUNCILPERSON HUBBARD:** [Inaudible].

**COUNCILPERSON PARDO:** We need to do 11:30. This is gonna...

**CHAIRPERSON DAVIS:** Let's do 11:00 o'clock. ...

**COUNCILPERSON PARDO:** ...gonna be along item.

**CHAIRPERSON DAVIS:** ...cause this can be [inaudible]. It...



**COUNCILPERSON DAVIS JOHNSON:** Oh, 11:30.

**CHAIRPERSON DAVIS:** ...won't be fair to [inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** Did ya'll say 11:30?

**COUNCILPERSON PARDO:** I'd say 11:30.

**COUNCILPERSON DAVIS JOHNSON:** Oh mercy for Father God.

[Inaudible dais comments]

**CHAIRPERSON DAVIS:** And we're still talking about this.

**COUNCILPERSON DAVIS JOHNSON:** And we still... [Sigh]. So, are we try'.., is the intent to get through the Agenda?

**CHAIRPERSON DAVIS:** No.

**COUNCILPERSON DAVIS JOHNSON:** The full Agenda?

**CHAIRPERSON DAVIS:** I just wanna at least get to the next Item which is...

**COUNCILPERSON DAVIS JOHNSON:** If we're staying until 11:30, we're getting done with the Agenda so that we don't have to bring anything back.

[Inaudible audience comments]

**CHAIRPERSON DAVIS:** I can support that.

**COUNCILPERSON DAVIS JOHNSON:** Motion to extend 'til 11:30 absolute.

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

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

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

[Chuckles]

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** That motion is approved with Councilperson Miller-Anderson dissenting.

**CHAIRPERSON DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Okay. First of all, I'd like to thank Chief Williams and the Police Department for all the assistance and the hard work that they put in to help develop this for, for the Council.

We have [stammer] we have seen a lot of tragedies in a short period of time here in our City and my thinking is that, if the children know now that they have an opportunity to work, they're gonna keep themselves far'.., farther away from trouble as possible. Not that it would be the only thing that would keep a child from getting into trouble but it surely would help. As the Chief said, we've tried everything else, let's try this. Let's try to put some of our kids to work. We have a lot of businesses within the City and, as we go around and talk to those businesses, I'm certain that we can put 500 kids to work. We can put some of 'em to work here in the, in the City Hall. I'm excited about the 14 year olds actually being able to, to work and us not having a problem with our, with our insurance carriers. So, I think if, if we don't, if we don't hit the 500 mark, then at least we are trying and we have a goal that we are, we are set toward.

We're hoping to be able to fund this through, hopefully, work'.., workforce alliance will give us a hefty sum, Repr'.., Senator Bobby Powell has submitted a financial budget item for us to have funds for this program. We're hoping that with the City Manager looking for the vacancies, that he can scrounge up, scrounge us up about \$300,000 to go toward this program and, with what the businesses.., business communities put forth, that, I think, will take us where we need to be. So, I think it's a, a great idea and I hope that the Council still thinks so.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** I, too, believe that this is a great pro'.., [stammer], project for our students, for our young folks because we do need to make sure that we have viable opportunities for them during the summer months. What I did want to inquire about, you mentioned a \$25,000 figure and I'm assuming that's going towards the director position...

**CITY MANAGER EVANS:** The...

**COUNCILPERSON DAVIS JOHNSON:** ...and the manager position?

**CITY MANAGER EVANS:** Yes, ma'am. There.., there's two positions that have been identified as part of the program and it would be two prof'.., what has been proffered is two professional service agreements with those two particular individuals. But since it's consistent with the same program, you can't bifurcate that and, yet, it would require us going forward in a competitive solicitation process.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm, mhmm.

**CITY MANAGER EVANS:** Unless it's under that [stammer] \$25,000.., the entire program...

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** ...is under that \$25,000 threshold, that's when the City Manager has that authority. If not, then it has to go through a solicitation process.

If I'm speaking out of turn, Mr. Mealy, certainly correct me.

**CHAIRPERSON DAVIS:** Thanks.

**COUNCILPERSON DAVIS JOHNSON:** We'.., well, there is a, there's also a Staff Advocate that, that's listed but there is no salary associated with the Staff Advocate so I'm going to assume that that's going to take us above and beyond the \$25,000 so therefore, we would need to put it out as an open solicitation.

**CITY MANAGER EVANS:** That is correct. That is correct.

**COUNCILPERSON HUBBARD:** Where does it say that?

**COUNCILPERSON DAVIS JOHNSON:** It's in the Item.

**CITY MANAGER EVANS:** Yeah.

**COUNCILPERSON DAVIS JOHNSON:** See that? There is a Staff...

**CITY MANAGER EVANS:** Yeah.

**COUNCILPERSON DAVIS JOHNSON:** ...Advocate right be'.., right beneath the program.., project manager.

**CITY MANAGER EVANS:** Yes, sir.

**COUNCILPERSON HUBBARD:** The Staff Advocate are the college students.., the college students that will come home who will be the counselors or the lead counselors for the, uh, students, they're gonna be called the Staff [stammer] Advocates.

**COUNCILPERSON DAVIS JOHNSON:** So, so, if, if, if there is not the additional \$25,000.., if it's not \$25,000, then you all have already determined who you want to serve as project manager and project director?

**CITY MANAGER EVANS:** It.., if, if.., in totality, if the... Well, based on the summer youth employment program, if the Council says we wanted to appropriate \$100,000 to the program, it then kicks it over the threshold, so any services that would be acquired associated with that, would require a competitive process even to get those positions. If the entire program was under \$25,000, then a professional services contract or personal services contract would work. So, that, that's the challenge that we have is that if the Council says that they wanna put \$100,000 or \$200,000 behind this program, in order to hire those positions that's contemplated in the memorandum, you have to do a competitive process for the selection of those individuals.

**CHAIRPERSON DAVIS:** [Stammer].

**COUNCILPERSON DAVIS JOHNSON:** So, within our Parks & Recreation Department, we don't have anyone that could serve as a summer youth project director or manager?

**CITY MANAGER EVANS:** That would be something that I would have to ask the Parks & Recreation Director but I know he's probably ramping up for summer camp and he would probably have to, um, [stammer]...

[Inaudible background comment]

**CITY MANAGER EVANS:** ...yeah, assign duties and responsibilities for someone to be able to do that. Certainly, I think there's probably some capacity with some of the vacancies we have in the organization or even temporary employment. There may be some ways to do that but I would have to defer to the opportunities through the HR policy. If we can get into a temporary services agreement for someone for a extoration of time that house the skillset to, in fact, provide that service and then that goes through the City policy so you wouldn't have to go through the professional services agreement.

Mr. Davis, if I'm correct, certainly.., or, if I'm incorrect, please let me know.

**COUNCILPERSON PARDO:** Mr. Chair?

**COUNCILPERSON DAVIS JOHNSON:** Oh, I'm sorry.

**COUNCILPERSON PARDO:** Okay.

**COUNCILPERSON DAVIS JOHNSON:** I wasn't done.

**COUNCILPERSON PARDO:** Oh, I'm sorry.

**COUNCILPERSON DAVIS JOHNSON:** Yeah.

**COUNCILPERSON PARDO:** Are you...

**COUNCILPERSON DAVIS JOHNSON:** I, I wanted to know where, if the Chief had identified any dollars in his budget that could go to support this, initiative.

**COUNCILPERSON PARDO:** [Inaudible].

**CITY MANAGER EVANS:** We, we, we do.., not looking specifically at the Chief's budget per se...

**COUNCILPERSON DAVIS JOHNSON:** Why not?

**CITY MANAGER EVANS:** We do have vacancies throughout the organization that we would look to help provide funding for this. Right now, I think we have about 83 vacancies in the organization...

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**CITY MANAGER EVANS:** ...so the Finance Department can provide kind of a number of what the salary savings are thus far and an 'x' amount of dollars can be appropriated. But departments traditionally, if we wanted to do this, we wanted to have each City department contribute to the program. So, if Recreation gets five youth that they would pay the services for five youth, if police would be five so it's proportionate across the departments.

**CHAIRPERSON DAVIS:** Councilperson Pardo.

**COUNCILPERSON PARDO:** Okay. So, you mentioned that if we didn't go above the threshold that you all had someone in mind. Can you tell me who those people are, please?

**CITY MANAGER EVANS:** Councilwoman Hubbard has provided two names. I know one name is a gentleman by the name of Steve White and the next name is the young lady...

**COUNCILPERSON HUBBARD:** Charisma Kendrick Adams.

**CITY MANAGER EVANS:** Those were the two individuals that were engaged by Ms. Hubbard and Mr. Jones when the discussion started about the particular program to be those ambassadors or job creators and so, when I looked at the particular program and then when we looked for the actual appropriation request from the Council, we said that, collectively, the entire project is gonna be over \$25,000 so you have to fall within the procurement process because the OIG's office will ask what's the quid pro [stammer], quid pro quo and not having that backup and following that protocol, leaves us exposed as an organization.

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

**COUNCILPERSON PARDO:** Thank you.

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

**CHAIRPERSON DAVIS:** Hold on.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** She still has the floor [inaudible].

**COUNCILPERSON PARDO:** No. I, I agree 100%.

**CHAIRPERSON DAVIS:** Hubbard.

**COUNCILPERSON HUBBARD:** The reason...

**COUNCILPERSON PARDO:** So, yeah.

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

**COUNCILPERSON PARDO:** I'd like to go out.

**CHAIRPERSON DAVIS:** Alright.

**COUNCILPERSON HUBBARD:** The rea..., um, the reason that we weren't l'..., we were looking at it as 25/25. Mr. Evans pointed out, because it was the same program, you couldn't look at it as 25/25, you had to look at it as..., in, in totality of the \$50. So...

**CHAIRPERSON DAVIS:** \$50?

**CITY MANAGER EVANS:** \$50,000.

**COUNCILPERSON DAVIS JOHNSON:** Fifty...

**COUNCILPERSON HUBBARD:** \$50,000. [Chuckle]. Did I say fifty? Wishful thinking. As \$50,000 as opposed to \$25,000 for one and \$25,000 for the other. So, that, so that was the reason that I came up with it like that. The reason that I [pause] cho'..., thought of Mr. White and Ms. Adams is this. The..., they're marketing background, number one and, and Mr. White has worked with a lot of the students in Riviera Beach in various capacities and they both have the marketing background to go to each one of the businesses and solicit these jobs for us in short order. We don't have time to wait for..., to go out for procurement. If we wait to go out for procurement, school'll be out, we won't have the 500 jobs ready, we won't have anywhere to place the kids and we need to get moving now so that we can place the kids somewhere. And, as far as, you know, the Chief's department, I'm sure he might have some places that he's going to be able to take some of the kids but it wasn't quote unquote a Police Department program. Because he has the background, the experience, had done it before, he was willing to help me with..., do the backup and put the program together. So, that's how we got him involved.

**CHAIRPERSON DAVIS:** So, when did this discussion start with putting this together? What month?

**COUNCILPERSON HUBBARD:** Well the, well the first time that I told ya'll about it, I don't know how many months ago that was to see was there any kind of appetite...

**CHAIRPERSON DAVIS:** I...

**COUNCILPERSON HUBBARD:** ...or interest in...

**CHAIRPERSON DAVIS:** I forgot. [Stammer].

**COUNCILPERSON HUBBARD:** I don't know exactly...

**CHAIRPERSON DAVIS:** I, I probably missed that meeting...

**COUNCILPERSON HUBBARD:** ...which month it was but... I don't know exactly which month it was...

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON HUBBARD:** ...but, as time got closer, I needed assistance and I know that he had done a summer...

**CHAIRPERSON DAVIS:** That was back in the fall?

**COUNCILPERSON HUBBARD:** ...youth... A large summer youth program prior to coming here and so that's how I solicited him. And plus, you know, they did something last, uh..., with a group of kids. It's really an expansion of what...

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

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

**CHAIRPERSON DAVIS:** ...has already been doing. That, that was my..., yeah, that was my next question.

**COUNCILPERSON HUBBARD:** So, so my thing is that, instead of having three different summer employment programs...

**CHAIRPERSON DAVIS:** Uhuh.

**COUNCILPERSON HUBBARD:** ...let's have something big. We got a big problem and we need to address it and I think it would be good for this City to see all of us team up, get..., can you imagine if this Council gets 500 kids working? I think that's gonna have a turn on just the atmosphere alone within the City of Riviera Beach.

**CHAIRPERSON DAVIS:** If, if you all can make it happen in this timeframe, you know...

**COUNCILPERSON PARDO:** Right.

**CHAIRPERSON DAVIS:** ...I can support it, as long as everything is ti'.., dotted and, you know...

**COUNCILPERSON HUBBARD:** But we...

**CHAIRPERSON DAVIS:** ...and crossed, I can support it.

**COUNCILPERSON HUBBARD:** The one thing we don't have, is time to go out for bid to drag some more people in. We have got to go.., we gotta start knocking on the...

**CHAIRPERSON DAVIS:** So...

**COUNCILPERSON HUBBARD:** ...doors and getting...

**CHAIRPERSON DAVIS:** So, Mr. Evans...

**COUNCILPERSON HUBBARD:** ...these jobs solidified.

**CHAIRPERSON DAVIS:** So, Mr. Evans, so what do you need from this Board at this time?

**CITY MANAGER EVANS:** Well, a couple of things. I spoke with Mr. Davis and since these positons, if we.., without going through a competitive process to select who the job program director is and program manager...

**CHAIRPERSON DAVIS:** Mhmm.

**CITY MANAGER EVANS:** ...we would, in essence, have to work through the HR process to create a temporary...

**CHAIRPERSON DAVIS:** Position?

**CITY MANAGER EVANS:** ...employment position...

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** ...bring that to the Council with the job description, have the Council approve it and then hire those individuals as, in essence, City employees. If you do not do it that way, you have to go out through a competitive bid process to select whomever. Also, when we do go through the HR process, that positon's gonna be posted on the website so you're gonna get applications for...

**CHAIRPERSON DAVIS:** Yeah.

**CITY MANAGER EVANS:** ...um...



**CHAIRPERSON DAVIS:** So, that's something you all can just bring back on the next...

**CITY MANAGER EVANS:** We, we can..., we can bring something back and we will slot it within our existing job classifications. We can bring that back to the Council

[Inaudible dais comment]

**CITY MANAGER EVANS:** We had [inaudible] bringing it back by the 19<sup>th</sup> and then posting that position but then, by the time you post that position, you're looking at May.

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** Easily. One of the other things that we need to have from the Council is identifying what you think is an appropriate budget from the City side because I have to get with Finance to find out how much funds are available and then we have to also solidify how much are we going to pay those individuals in those respective positions because we have to be conscientious of employees that have collective bargaining agreements and we don't want to have 14, 15, 16 years olds making more than your full-time employees 'cause that's going to definitely impact morale. So...

**CHAIRPERSON DAVIS:** What, what...

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

**CHAIRPERSON DAVIS:** What I will say is, based upon the information that's provided to us, based.., well, based upon the information that's provided to us with you and the Finance Director, find something that's reasonable to come back with us 'cause I don't know what those numbers really are and, and to.., it would take some time to discuss this at that meeting. Give us something reasonable to come back with that allows you to get accomplished what you just stated...

**CITY MANAGER EVANS:** Okay.

**CHAIRPERSON DAVIS:** ...as far as keeping the morale in this City and the negotiations and don't compromise that, and then, you know, I can [inaudible] we can just be prepared to s'..., um, to address at the next meeting.

**CITY MANAGER EVANS:** Okay.

**COUNCILPERSON PARDO:** Alright. Mr. Chair?

**COUNCILPERSON HUBBARD:** [Stammer]...

**CHAIRPERSON DAVIS:** Councilperson Pardo.

**COUNCILPERSON PARDO:** Okay. So, I wanna be clear, for the record.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON PARDO:** I am 100% in favor of employing kids. You know, we just got a notice, there was another shooting over on 17<sup>th</sup> Street...

**COUNCILPERSON DAVIS JOHNSON:** Just now.

**COUNCILPERSON PARDO:** ...and Avenue F.

**COUNCILPERSON DAVIS JOHNSON:** Just now.

**MAYOR MASTERS:** Night?

**COUNCILPERSON PARDO:** Just now.

**COUNCILPERSON DAVIS JOHNSON:** Just now.

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

**COUNCILPERSON PARDO:** Just a couple minutes ago.

**COUNCILPERSON DAVIS JOHNSON:** Phone should be buzzing.

**MAYOR MASTERS:** [Sigh].

**COUNCILPERSON PARDO:** So, you know, I have no problem with that but I do have a problem with saying, 'Okay. We're gonna hire you and you...

**CHAIRPERSON DAVIS:** Right.

**COUNCILPERSON PARDO:** ...without reaching out to other people. Even if you keep it open for a week, advertise it, just so other people can apply. I don't think it's fair...

**CHAIRPERSON DAVIS:** I agree.

**COUNCILPERSON PARDO:** ...to pick two people and give them the job.

**CHAIRPERSON DAVIS:** So, will we be targeting...

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Will we be targeting middle schools or high schools? What area will you be targeting?

**COUNCILPERSON HUBBARD:** Middle schools. And the reason we're, we're hi'...

**CHAIRPERSON DAVIS:** Nah.

**COUNCILPERSON HUBBARD:** we're tar'...

**CHAIRPERSON DAVIS:** I, I can...

**COUNCILPERSON HUBBARD:** ...we're targeting middle schools also is because the middle school kids are getting into trouble a little [stammer] younger than they normally are.

I wanna ask the Chief to come back up to kinda help me talk about the way that we're trying to do it so that it can possibly not be such a convoluted project within this short period of time that we do have.

**CHAIRPERSON DAVIS:** With, with all due respect, 'cause I wanna, I wanna support that, what you're talking about, due to the time sensitivity, is that something that the Chief can give us a memorandum on, that we can all meet with him one on one...

**COUNCILPERSON HUBBARD:** But...

**CHAIRPERSON DAVIS:** ...and get more input to support at the next meeting? 'Cause we're time certain at 11:30 and this will not hurt the project 'cause right now we have agreed to move forward with the funding and bring something back at the very next meeting.

**COUNCILPERSON HUBBARD:** But...

**CHAIRPERSON DAVIS:** But, hold on.

**COUNCILPERSON HUBBARD:** The problem is the way that we're talking about moving forward...

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

**COUNCILPERSON HUBBARD:** ...is the problem.

**CHAIRPERSON DAVIS:** I understand. But we're saying we're gonna support your project.

**COUNCILPERSON HUBBARD:** It's not mine, it's ours.

**CHAIRPERSON DAVIS:** For the City, with your initiative, I, I'll change that and I support that. But due to the time sensitive, sensitivity, I wanna support that and just let the public comments speak 'cause we, 'cause we still have [inaudible] public comment cards.

[Chuckle]

**CHAIRPERSON DAVIS:** Well., 'cause I do wanna get back to... We need to., this is very important, not that this is not important, the support is there. There's, I mean, there., if there's any questions or comments, I would like to meet personally, Chief. I

will schedule a meeting with you from my o'.., at least for, for me to sit down and discuss any.., some deep concerns. I wanna take an hour of my time to sit down with you and to do that. I will ask that all of us do the same thing and that we can get through this Item and we can move forward because the support is there.

**CITY MANAGER EVANS:** Mr. Chair, we can...

**CHAIRPERSON DAVIS:** And along with the Finance, maybe with the Chief...

**CITY MANAGER EVANS:** Yeah. We can...

**CHAIRPERSON DAVIS:** and Sherman and...

**CITY MANAGER EVANS:** ...we can put together a, an Item that breaks out maybe three options for the Council to consider...

**CHAIRPERSON DAVIS:** Mhmm.

**CITY MANAGER EVANS:** ...and what the funding would be...

[Inaudible dais comment]

**CITY MANAGER EVANS:** ...associated with those options. We can certainly work with Councilwoman Hubbard to get her vision, as option one, option two, option three. We'll also craft those job descriptions to have those ready to be approved so we can move forward with that, sooner rather than later. So, we'll put together a comprehensive packet for the Council to consider at your next meeting.

**COUNCILPERSON HUBBARD:** We've done...

**CHAIRPERSON DAVIS:** Thank you. Ms....

**COUNCILPERSON HUBBARD:** ...we've kinda done all of...

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

**COUNCILPERSON HUBBARD:** ...that work for you with the job descriptions and we ha'.., we have, we have all of that ready. The advocates, we use that because those are the counselors. You remember when you was a counselor and each counselor had 20 kids under them and that's how.., just that simple SYEP that all of us were a part of coming up.

**CHAIRPERSON DAVIS:** Okay. Ms. Tina White. And then Mary Brabham.

**MS. T. WHITE:** I... This is a very time sensitive matter and the postponing and the coming back and forth, you're, you're defeating your whole purpose. You're not gonna have jobs in place when the kids are let out of school in June. This should be fast forwarded for those purposes. This is viable program for the summer and you all are going to vet it to death and pick it apart 'til it's not even a program for the summer. So,

we're defeating our own selves when a viable program comes. When..., if you say you wanna get the children in a positive step, you guys have got to let..., understand what your timeframe is. We're in April, school is out in June. How can anyone, if you wait until the meeting in April to then come back again, you're talking maybe 'fore they even get out on the street to start looking for jobs. [Stammer] you're hand'..., you're, you're putting the ha'..., the handcuffs on yourself, at the same time you're saying you're trying to move something fast forward. You're not doing it. This needs to be approved tonight so that they can move out and, and get something done.

You're talking about opening it up for other people to apply. There's a specific skillset that you need in order to get the, the job accomplished in a short window of time. So, if Ms. Pardo is really concerned about shootings and really concerned about helping kids have somewhere productive to go this summer, let's not get caught up in the fact that you may not like, personally, the people that are qualified to get out in the field and get the jobs for the students. I urge you all to approve this tonight. It is no reason for this to have to come back on the 19<sup>th</sup> for you to bat it again and bat it again, and before you know it, there will not be anything in place when the children are out. So, don't let a good effort fail because you all can't make a decision. [Stammer], this is just, you know, pretty ridiculous, in my opinion, that you can't, tonight, see the urgency of this. When you start talking about state of emergency, this is really a state of emergency when you have the problems we have with our young people. We have a duty to try to do something positive for them this summer. We have not had a summer program in place since, almost three, four, five years when we stopped the program at, at, at Kennedy High School.

So, Ms. Hubbard put in a lot of time and the Chief put in a lot of time trying to bring this all to you all and all you all are doing, literally, is finding a way to tear it down.

Thank you.

[Beep]

**CHAIRPERSON DAVIS:** Last person will be, I think, Mary Brabham.

Just for the record, you know, we, we ask for direction from Staff and we're gonna support you in what you need to do moving forward. So, the Item's not being stopped. So, the Item is moving forward, for us to come back to see any of the adjustments that we need to do.

**MS. M. BRABHAM:** Ms. Mary Brabham, Riviera Beach. I'm not gonna labor with this. I, I, I've had some questions, I was, um, got the book and I was looking for a little, uh, feedback. I took down some notes here. How much are the kids gonna be paid? I, I think, I think the liability issue that I had noted here because that's what I wanted to know, who's gonna be responsible for the liability here. You have kids from 14 to 21. Okay, the college kids may be 19, 20, 21 but you have 'em 14. And then it was also stated about 11 years old. Okay? Now, 11 years old, we have to be very caution and take those precautionary steps in order to be sure that these kids are not placed in any

conducive environment, that would be a total liability. Okay? Okay. That, that's one thing. How much is each student, or kid, will be paid. That's not in there. It is some kinks in here. Now, the question was also asked when was this brought up? I remember about last month, in February, that you started out talking about this with the CRA monies or something I say, each one of you Council people were up there giving out some suggestions for the money. So, Ms. Hubbard did make mention about the, uh, SYEP, you know, the summer workforce, that she would team up with the workforce, you know, in order to have jobs or create jobs for the youth of our City here. But it's also staggering when we say 500 kids, where you gonna get these kids? You are definitely in a, a lock down timeframe. Where you gonna get these kids? Have you partnered up with the businesses, the other entities in the City here? You..., if, if so, then you need to be progressively working at that. Okay? Who's gonna be the director? Well, she did she say Mr. Steve White and Ms. Adams. Okay. Now, and I think what's puzzling here too, when you say that it's \$300,000, how much money are we actually asking to fund this? If it's 500 kids..., you got 500 kids, we don't know, nobody said tonight, how much each child, or kid, will be paid? How much the Staff person is gonna be paid? You're over that threshold. So, if you all can [stammer], can expedite, you know, work out these kinks because it is some kinks in here that needs to be, you know, worked out. You are in a deadline tam'..., timeframe, eight weeks school [stammer] will soon be out. But how much these kids gonna be paid? That's not in there.

[Beep]

**MS. M. BRABHAM:** Thank you.

**CHAIRPERSON DAVIS:** Thank you for your comment. Really quick, so we can get to this next Item. We have directed to giving Staff the support that he has requested, Mr. Evans, the City Manager, on what needs to be brought back.

**MAYOR MASTERS:** Right.

**CHAIRPERSON DAVIS:** We also have, we also have our times to schedule our one on one meetings to work the kinks out, before the next meeting 'cause if we're gonna do it, we're gonna do it right and if we can get it done by this year, great. If it requires for us to push it back, then so be it but we wanna make sure that we do and put the situation of the youth in our City, City in, we gotta make sure we don't put into a situation of any form of liability. Not to say that that ha'..., is a potential but when you move a little fast, you gotta be extremely careful. Let's make sure that we protect the integrity of the people and the safety of our youth.

**MAYOR MASTERS:** Mr. Chair, real quick.

**CHAIRPERSON DAVIS:** Um, we now have this Item that has been discussed. Staff has gotten directive.

**MAYOR MASTERS:** I have a quick comment...

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Hold on.

**MAYOR MASTERS:** ...Mr. Chair.

**CHAIRPERSON DAVIS:** Davis Johnson, I'll come [inaudible].

**COUNCILPERSON DAVIS JOHNSON:** He was first. He was first? [Inaudible]. Okay. Alright. I, I am in full support of this program. The only thing that I am concerned about is just targeting employment and ho'.., and what that really looks for us. I get the experience but there could be other individuals who are just as experienced to do the job. So, that, that is the concern that I have as it relates to identifying... I have, I have the utmost respect for, um, both individuals but, you know, when you look at how we're handling this, it appears that, you know, the, the job is targeted and I don't believe that that's what we do as a City. So, just flesh it out, go through it, you know, and if that's where.., if that is where it ends up, that's where it ends up but we need to think about the implications of targeted employment.

[Inaudible dais comment]

**COUNCILPERSON HUBBARD:** And, you know, I don't...

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

**COUNCILPERSON HUBBARD:** ...consider it as... Excuse me.

**CHAIRPERSON DAVIS:** Excuse me. The Mayor had the floor next. I wanna...

**COUNCILPERSON HUBBARD:** Oh, okay.

**CHAIRPERSON DAVIS:** ...respect his time.

**COUNCILPERSON HUBBARD:** Go ahead, Mr. Mayor.

**MAYOR MASTERS:** Just 10 seconds. I just wanna go on record. The Office of the Mayor fully supports the program and we hope and pray it can move expe'.., expeditiously as possible. We will share our database with Councilwoman Hubbard, with our.., the young people that we already have in the database who will be looking for jobs, as well as employers who will be putting.., will be willing to put them to work. So, we'll work with you 100%.

Thank you.

**COUNCILPERSON HUBBARD:** Thank you, Mr. Mayor.

**CHAIR PRO TEM MILLER-ANDERSON:** I just...

**COUNCILPERSON HUBBARD:** I...

**CHAIRPERSON DAVIS:** Hold on. Vice Chair...

**CHAIR PRO TEM MILLER-ANDERSON:** I just wanna go on record stating that I do support the program and, hopefully, we can identify ways in which to get this moving. I think we kinda all have talked about this over time about being able to put something into place so that we could, um, bring down our, our crime rate. So, I'm in full support of it. I look forward to seeing how we're gonna get it done and I'm., whatever you need me to do, I can help.

**COUNCILPERSON HUBBARD:** Doesn't seem very hopeful right...

**CHAIRPERSON DAVIS:** Councilperson...

**COUNCILPERSON HUBBARD:** ...now, but....

**CHAIRPERSON DAVIS:** ...Hubbard.

[Inaudible dais comment]

**COUNCILPERSON HUBBARD:** But, what I'm., what... I wanna say, we're not, you know, it wasn't targeted employment, it was personal service agreements where you knew., just like, there's a lot of time in Public Works and other departments, they know somebody that does painting. They might not go out for a bid for it or whatever, they might call the two or three people that they know, ask them to come in and to see is there an interest.

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON HUBBARD:** Same thing happened here. It was a public., people... It was a public service agreement wherein we knew people who could provide that service if I had known someone that was., that I thought was better than these people that could work in, you know, in a crunch timeframe, then I., then maybe I woulda chose them but, since I know these people body of work that are not scared to work, that are not scared to hustle and can get out there and make it happen, and that I was certain can make it happen, then I woulda called them cause I didn't have the luxury of picking, you know, anybody.

**CHAIRPERSON DAVIS:** Understood.

**COUNCILPERSON PARDO:** Mr., Mr. Chair, can I just make...

**CHAIRPERSON DAVIS:** Councilperson Pardo.

**COUNCILPERSON PARDO:** ...one comment? So, when I was growing up in New York City, the city had a program, a summer program called Youth Core and it was from 13, you had to be 13 through 21 and what the city did, the city paid for the program but they found children jobs in government. So, I had a job one year working in a New York City day care center. Right? Feeding the kids, doing that kind of stuff. I worked one



summer for the public administrator of New York State. So, they, they placed kids either in the city, you know, city type jobs or with the state. So, maybe that's something we can look into also.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON PARDO:** You know, there's a lot of state government here in Palm Beach County. You know, here on the north end, in addition to the county itself.

**COUNCILPERSON HUBBARD:** We're hoping to get some jobs...

**COUNCILPERSON PARDO:** Right.

**COUNCILPERSON HUBBARD:** ...from both those agencies.

**COUNCILPERSON PARDO:** Yeah. Absolutely.

**CITY MANAGER EVANS:** We will definitely...

**COUNCILPERSON PARDO:** So, it might be a little easier, right now, going to the, you know, the government entities.

**CITY MANAGER EVANS:** And, and we certainly looked at agencies that already have that infrastructure in place to be able to have those relationships so we're able to accomplish that 500 job mark. But we will bring back some proposals for the Council to consider at the next regular meeting.

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

## **17. ITEM NO. 17**

**CHAIRPERSON DAVIS:** Alright. We're done that so now let's get to Item No. 17.

[Inaudible dais comment]

**CHAIR PRO TEM MILLER-ANDERSON:** Wait, do 16 cause it's quick? Isn't 16 quick?

**CHAIRPERSON DAVIS:** No. It's not gonna be quick. We have an hour and we're time sensitive and this..., we can get back to 16. 'Cause 16 may...

**CHAIR PRO TEM MILLER-ANDERSON:** The appointment of the housing authority one?

**CHAIRPERSON DAVIS:** No. Let's...

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

**CHAIRPERSON DAVIS:** ...please go to sev'..., and then we'll come back to that one.

**CITY MANAGER EVANS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** And it's a discussion.

**CHAIRPERSON DAVIS:** Item 17.

**CITY CLERK ANTHONY:** Resolu'...

**CITY MANAGER EVANS:** [Inaudible]...Oh, I'm sorry. Go ahead.

**CITY CLERK ANTHONY: RESOLUTION NO. 3217. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING GSF FLORIDA RETAIL, LLC, 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 PROVIDE AN EFFECTIVE DATE.**

**COUNCILPERSON PARDO:** So moved.

**CHAIRPERSON DAVIS:** We have a motion, do we have a second?

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Thank you. Staff.

**CITY MANAGER EVANS:** Honorable Chairman, Members of the City Council, this Item before you this evening is to talk about the assignment of the lease to RH 2401 with respect to the asset that the City currently owns, Ocean Mall. Over the past couple of weeks, Staff has had the opportunity to interact with subject matter experts concerning the Ocean Mall and its lease agreement. The individuals that you will hear from tonight is Mr. Paul Skyers, Mr. Broussard and Attorney Jarolem, as well as representing GSF and the perspective new entity that would be coming in, assume'.., assuming that the Council, in fact, assigns the lease, is Mr. Wayne Richards and they have a presentation prepared for you.

One of the things that I did want to make sure that the Council was aware of, as well as the public, is that there is a comprehensive analysis that was provided to the Council Members as well as offered in the Agenda packet for review. This particular document looks at every aspect of the Ocean Mall and provides for options for the Council to consider, as well as, some opportunities for the City to consider as we move forward with respect to this arrangement. One thing I do want to inform the public and the Council that this is already an existing contract in which the City executed and it is already in its.., going on, I believe, 9<sup>th</sup> year. So, Staff has had the opportunity to provide some insight and some guidance working with our consultants and looking at every possible option and being able to address the concerns that the Council has. Just for

the public's edification, we have also met with our Council to brief them on Items concerning this topic and being able to address most of their inquiries. And additionally, the Council would have the opportunity, will have the opportunity at the end of the presentation to ask additional questions of Staff and our consultants.

So, without further ado, Mr. Broussard is going to lead off the presentation.

**MR. A. BROUSSARD:** Thank you, Mr. Manager. If you would just give me a moment to...

**CHAIRPERSON DAVIS:** Please, Mr. Broussard, make sure the mic is directed your way.

[Pause]

[Inaudible dais comment]

**MR. A. BROUSSARD:** Give me a moment to transfer this to the computer itself. I'm sorry. I, I, I need, I need another USB port.

[Pause]

**CHAIRPERSON DAVIS:** Need us to get Walter out?

**UNK.:** [Inaudible].

**MR. A. BROUSSARD:** No. I'm okay.

**CHAIRPERSON DAVIS:** You good?

[Pause]

**MR. A. BROUSSARD:** Good evening, Members of the City Council...

**CHAIRPERSON DAVIS:** Good evening.

**MR. A. BROUSSARD:** Mr. Manager.

**CHAIRPERSON DAVIS:** Good evening.

**MR. A. BROUSSARD:** City Administrative Staff and Staff and citizens of Riviera Beach. It's my pleasure to, to, to take this opportunity to step you through the analysis that was performed of the Ocean Mall lease transfer and the different considerations that we identified as we went through that process. [Pause]. What we're gonna do is to..., I'm gonna, I will start off with, with an overview of the, of, of the lease and the Ocean Mall project and I will touch on a few items that are..., I will touch on a few items in, in broad strokes and, during the course of the presentation of the, the, the lease history and timeline, we'll go into a, a more detailed discussion of some of the items that I will just briefly touch upon in the overview that I, that I provide. We have associated

with one of the [stammer].., there were four options that were identified that the, that the City might pursue and we've got some operating projections that relate specifically to [stammer] to that particular option.

Ocean Mall. The Ocean Mall project consists of, at this stage, four buildings, basically, approximately 72,000 sq. ft. of leasable space on eight and a half acres of land. The approximate number of parking spaces at the..., that are controlled by the City and CRA at that site, about 554 spaces, based on one of the more recent parking studies that was done for the City. The lease itself has approximately 40 years remaining on the 50-year lease that was initially signed and there's a five-story height limitation on the, on the buildings.., on any building constructed on the site. Presently, the maximum height of any buildings on the site right now is two stories.

In the beginning, and the beginning goes back to approximately 2006 when, when documents started to be signed. The project was broken up into, into three phases. Phase 1 and Phase 2 and what was referred to as civic improvements. This is a picture of the site back in approximately two thousand, I think it was 2009. And, identified in red.., I'm sorry, starting off in blue, is basically a parking area that was identified as a, as a, as part of the public.., civic improvements. The blue section's not only on the beach side, but in that parking area, contained wha'.., what, what were considered to be and referred to as civic improvements and we'll identify what those improvements are in a moment. The red, the red area was the site where a proposed hotel site would be located. And Phase, Phase 1, which is the yellow area, consists of the parking lot to the, to the north of the, the Phase 2 site along with the actual buildings that made up the, the Ocean Mall property. This is another.., your view of the same thing. The hotels, the hotel resort site, Phase 2. The yellow areas being the, the [stammer], the areas where public improvements.., I'm sorry, where the Ocean Mall would actually be rebuilt, along with parking spaces and then the blue areas being the beach areas that were, that were considered part of the public improvements.

Phase 1, was made up of 60,000 sq. ft., approximately at that time, of retail and office space and approximately.., and, and would have included 400 surface, surface parking spaces. Phase 2, which [stammer] was a more complicated part of the project, would consist of a mix of, of not less than 100 hotel rooms or suites rather, 200 to 275 living units, whether they be condominiums, cooperative timeshares or whatever. The building height at the time was, was supposed to be a maximum of 300 ft., and it would be.., also built as a part of that site, parking spaces for [pause]. Sorry. Parking spaces for approximately a, a facility for about 600 cars. The civic improvements would include surface parking of approximately 200 spaces, in the Phase 1 area and improvements to the beach fronting. And also, underground public utilities and improvements, landscaping, streetscaping and lighting. This is the way the Ocean Mall looked in app'.., in 2006 and this is what it was being converted to as of 2015.

During the course of the, the lease which [stammer], the original lease which was signed in 2006, in December there were four amendments to that lease and when we go through the timeline in history, we'll be.., we'll talk about those.., the original lease and the, and the lease amendments at that, at that time. During the course of these,

these various lease amendments and agreement and, and the initial agreement that took place. Since 2006, between 2006 and 2016, the City has received annual lease payments \$206,000 in penalty payments, \$333,000 in concessions payments as things were changed in the lease, \$700,000 and then, most recently, eighty thou'.., \$81,000 payment for the equipment that would be associated with the parking system.

Now, I'm gonna pass over these items right now 'cause these..., those are..., this is the detail that, that'll be discussed in a moment. [Pause]. Parking spaces, as I indicated, about 554 parking spaces and the red areas identify on the site where those different parking spaces will be located. And that's how they break down.

One of, one of the, the questions that, that have..., has been asked and referred to over the years, is the fact that the, that the City loan, as it re'.., as.., in connection with the, the beginning stages of the Ocean Mall project, reconstruction project, the City loaned the CRA \$10.4M in 2009. Of that \$10.4M loan, the CRA, in fact, provided, to the developer approximately \$10.2M, of that, of that loan amount. Now, what's significant about that, that loan is that it's a.., it's been a burden that the CRA has carried since 2009. And not only a burden that the CRA has carried but that burden has also been shouldered by the, by the City. And over the course of the, over the course of redevelopment activities at the, at the CRA, that loan has been in terms, in terms of payments or repayments to the City, that loan has been, been put off until, until 2023 when the first payment will start to be made back to the City. And because of that loan and its structuring over the, over the years, it has placed a [stammer], it have placed a, a real burden on the, on the City and the CRA because both, both organizations have [stammer].., the debt associated with that loan has been identified by the, by the City's and the CRA's external auditors as being troubled debt. And, as of the City Finance Department, as estimated as of, as of today, the City has lost approximately \$4.3M in lost interest because of the way that loan has been restructured over the, over the years.

One of the questions that [stammer], that has come up during the course of discussion, has been the fact that the, the people have wondered why the City had not stepped forward and maybe purchased this, this property before any considerations that it might have at this point in time. That's a question that, that, that we can't really answer because we don't know the answer to that but, but suffice it to say that, there have been efforts over the years, sales efforts in place by the, by the owners of the lease, the current owners of the lease, GSF, to sell that lease and turn that property over to someone else. So, there have been numerous opportunities that the City has, has had potentially, you know, to go in and approach GSF to buy, you know, to buy that lease but, [stammer], it's our understanding that, that there have been no rea'.., there've been no formal steps taken to, to, in fact, do that.

**COUNCILPERSON PARDO:** [Inaudible].

**MR. A. BROUSSARD:** But the, but the property [inaudible] or at least the lease itself, has been aggressively marketed over the years. [Pause]. At this point, I'd like to ask Mr. Jarolem to come up and, and talk with us about the lease history and the project

timeline. And what is, what is important about, about this part of the process is that, it starts to address, in some ways, some of the questions that Council Members have had, that the public have.., has had about why the lease is what it is, why it started off the way it did, what it, what it evolved into over time, you know, what we've received from it or haven't received from it during, during that period of time. So, you know, he's gonna come forward and step us through that, step us through this, this lease history and timeline.

**MR. R. JAROLEM:** Good evening, Council. My name is Rick Jarolem. I'm one of the outside attorneys brought in, in 2013 when GSF took over the leasehold interest. And I think it's important that everyone understands the background of the lease and what the City did since, since the lease was signed and, in particular, since 2013 to make the lease better for the City and bring money and a completed project to the City. As Mr. Broussard said, the original lease was signed in 2006. It was done at the behest of the Council at the time through an independent special negotiator brought in to negotiate on behalf of the City by the name of Bernard Kinsey. The lease, as it was originally anticipated, the revenue driver of the site was supposed to be the hotel, it was going to be approximately a 30-story building mixed use. As the parcel was being developed, two very important things happened by the.., that were voted in by the citizens of Riviera Beach. The first was the height limitation which capped the development height of the Ocean Mall and hotel parcel. It brought it down from 300 ft. to five stories, effectively killing the hotel project in its, in its anticipated form and preventing the development.

**COUNCILPERSON PARDO:** [Inaudible].

**MR. R. JAROLEM:** It simply was no longer economically feasible to build a five-story hotel as the revenue driver because you'd have to hold parking on site, you'd have to build the hotel above that and there wasn't enough room to make it viable. That was the first issue.

The second issue was the lease duration was voted in by referendum that City owned property could be leased for no more than 50 years, including any and all extensions and options for renewal, et. cetera. So, based upon that the Phase 2, the hotel site, was never actually developed, the lease was signed for Phase 1, which is the Ocean Mall as we know it. The original lease provided for, essentially, a tear down and rebuild of the Ocean Mall that had been in existence since the 1970's. What was left when GSF took over was the demolition of what I call and what is generally referred to as the 7-Eleven building, that needed to be demolished with the new building to come up in its place. It's.., the original setup of the Ocean Mall development, and this is also something that I'll try and talk about briefly, I understand we're on a time clock but this important and I wanna make sure everyone has an understanding. When the City leased the Ocean Mall, it was going to be developed.., it was generally believed that the developer was going to be Catalfumo. And, in connection with customary building practices, Catalfumo set up an LLC called OMRD, LLC. OMRD, LLC obtained bank financing, I believe, from BB&T. Ultimately, the financing package was, I believe, \$13.5M. The OMRD was an LLC that was owned by Catalfumo or a Catalfumo entity

but in it itself, was an entity developed and made for the sole purpose of the Ocean Mall, with no other ties, it was a standalone. When OMRD failed in..., economically, the loan went into foreclosure and the ultimate foreclosure bid winner was, I think, BB&T. They took the, they took the leasehold back under foreclosure. GSF acquired the Ocean Mall lease as part of a package put together by BB&T and that's how we got GSF as our tenant. When GSF took over, the lease was..., the 7-Eleven building had not been torn down, the lease and DDA, the development agreement required that to be done. In our initial meeting with GSF, there was discussions about how the 7-Eleven building wasn't going..., wasn't torn down and as they come to the property, they come in Catalf..., in OMRD shoes and they must complete that building. Pursuant to the language of the DDA, they were able to, after we pointed out that the DDA provided for an extension, it was only approximately an additional six months at the time they took it over but they would be required to pay the City \$300,000 to exercise that right.

After discussions with GSF in April of..., I believe in May of 2013, or April of..., excuse me. In early 2013, GSF did pay the \$300,000 to the City. This represented the largest amount the City had recovered off of the Ocean Mall lease by the magnitude of amount, mm, 10 times any dollars it had received prior. And we knew at the time that, that we received the \$3000,000 that GSF was not going to be able to tear down and co'..., and rebuild the 7-Eleven building by the expiration date which would've been May of 2013. The Council at the time wanted to make sure that the project would be, at least, completed and stay out of litigation with uncertain outcome. Based u'..., also, in addition, the City wanted to get this project done and wanted to give GSF a chance to come in and do what Catalfumo had not, which was complete. Discussions were underway and after, after negotiations with GSF, the City was inclined and did, in fact, grant a, a second..., or an extension to complete the 7-Eleven building. Part of the, the lease language changed to clarify what a default in the out, what a default would be and what GSF would have to do and then essentially created drop dead deadlines. The payment that the City received for a one year extension was an additional \$250,000 in cash. So, in a matter of about two months, the City received \$550,000 in cash and had a commitment from GSF to complete the 7-Eleven building, the demolition rebuild within a year. Later on in 2013, GSF, in fact, did approach the City about a potential buyer of their leasehold interest. That potential buyer was known as T Jack Singer Island, LLC. Its principals was..., were, excuse me, a gentleman by the name of Steve Schwartzman and another gentleman by the name of Mark Green who had experience in developing, I believe, Walmart parcel shopping centers and et. cetera. As part of the discussions and negotiations, T'..., GSF brought T Jack to the City for approval, as a subsequent tenant. That approval was rejected by the Council, initially, basically for the reason that T Jack Singer Island, LLC was once again a shell LLC formed for the sole purpose of holding the property and, based upon the City's experience with Catalfumo, that was not acceptable. The City wanted guarantees of either financial stability of the entity itself or financial guarantees from the principals which would ensure performance of the lease. The principals of T Jack Singer Island, LLC did, in fact, sign personal guarantees to complete the performance of the lease and, in August of 2013, the..., T Jack Singer Island was, in fact, approved as a subsequent tenant.

Now, with regard to, as the fall of 2013 was, was going, the negotiations between T Jack and GSF continued. And in early 2004'..., and in early 2014, there was a request for an additional extension to complete the project because T Jack didn't feel like it could effectively meet the deadlines as it had not yet closed on the property, the City wanted to get the property to its ultimate owner and developer and approved an additional extension to T Jack and got an additional \$150,000 in cash and also took back a strip of land which was important to the CRA for proposed future development. That strip of land is essentially on, I think, Beach Court, it was right in front of Buddy's. As the transaction between T Jack and GSF was continuing, an issue came up with regards to how many parking spots were actually in place on the Ocean Mall site. The lease required 400 spaces, the site plan that was, that was submitted and approved said it contained 400 spaces but after a hard count was actually made, the parking showed up as 24 spaces short.

Once again, it was the goal of the Council and the City to get the project done to resolve a problem and to negotiate with our tenant in order to reach an amicable resolution as opposed to litigation over the parking issues and completion issues. That resulted in more negotiations with the tenant and, in March of 2014, a third lease amendment was entered into. That third lease amendment, first and foremost, got the City the rights to impose parking charges and without any consent from the tenant and also got the City the sole right to collect the revenue from any parking. What we discovered at about this timeframe is that there is [stammer], there is another project that is similar in nature and that the actual revenue driver of that project, from the government side, was parking and not the building itself and the model that we were looking at was the City of Lake Worth and the redevelopment of their casino building. What that model showed us was that the revenue driver, the monies that the City was going to receive off of the rent on the building was, essentially, paled in comparison to the parking fees which the City would impose to its residents by virtue of passes, meters and otherwise. So, when..., in our negotiations with GS'..., with GSF, we got the parking rights, we also got..., we granted an additional extension. This time, it was at the rate of half a million dollars for a 12-month extension, payable in four'..., in monthly increments of \$41,666 per month and, if the monies were not paid on or before the first of the month, the lease terminated, the City would get the property back, if the property was not completed absent any additional incentives at the end of the \$500,000 payment, the property would revert back. In exchange, the City allowed GSF to use the parking, the hotel site which was now..., had no development plans based upon the referendum and height limitations to use it for parking for six years. In that six years, GSF pledged to solve the parking problem, one way or another, could've been by building a garage, could've been by acquiring adjacent parcels and getting property rights but GSF pledged to solve the parking for..., within six years. At about that time, T Jack Singer Island backs out of the deal with GSF and there was insularly litigation to which GS'..., the City was not a part and really did not concern itself. The result of that, to the City, was that after T Jack went away, GSF approached and asked the City for an extension on the use of the hotel site to match the lease term because it was essentially, an..., a..., an impediment to the ability to get the final property leasehold owner or tenant and property manager that they needed the parking solved and solved for the duration of the lease so that the property could, in fact, be sold. As part of that, those negotiations...



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

**MR. R. JAROLEM:** ...the City, once again, agreed to get that and essentially, what the City., or GSF agreed to do, was pay for the parking system which would go in place at the Ocean Mall so it would come over to the City as a turnkey project and the City could start implementing and getting the revenue off of that. Now, the revenue that was anticipated from the City, the City commissioned Walker Parking Consultants in 2015 and, if the parking system were implemented, it was going to represent an estimated minimum of sev'., \$699,000., it was really \$700,000 a year to the City in co'., in repeatable revenue.

The other thing that the City really wanted to do in the fourth lease amendment, is the original lease tied the rent to the tenant's performance. The City got 4% of the gross revenue. That did not make the City happy for two reasons. Number one, it ties the City's dollars to how well the tenant was actually performing its job and two, it created an unpredictable income stream. So, what the City [stammer], what the City endeavored to do in the fourth lease amendment, was figure out, at 80% occupancy at current market value for the entire Ocean Mall, what would the City's revenue be and it came out to about \$63,000 a year. Now, by locking that number in with consumer price index raises, it allowed the City to get a bankable, predictable revenue stream from the lease. What that does for the City is, it would allow, if the City wanted to use that revenue to pledge towards a loan for other projects, other developments, other acquisitions, that number would equate to approximately a three., the City's ability to borrow approximately \$3,000,000 and pay for it solely and exclusively from the lease payments derived from the tenant. That was, that was the deal that was reached. The s'., the Council executed the fourth lease amendment in March of, I think, March 2, 2016. Subsequently to that lease amendment, the City reached an agreement with GSF that, in lieu of providing the actual parking system as a turnkey operation, that GSF would instead pay the City the cost of the parking system and that was the additional \$81,000 which came to the City, I believe, in either December of '16 or January '17.

And that brings us current on the status of the lease. The lease in, like I said, before 2012, the City was getting under \$20,000 a year and, since 2012, we've, essentially, brought the City \$1.3M or \$1.2M in revenue, plus the capability of tapping the parking revenue at approximately, minimum, \$700,000 a year solely going to the City without consent required and without any revenue split with the tenant.

**MR. W. RICHARDS:** And the building.

**MR. R. JAROLEM:** I'm sorry?

**MR. W. RICHARDS:** [Inaudible]...

**MR. R. JAROLEM:** And the new building. I'm sorry. Mr. Ri'...

**MR. W. RICHARDS:** And the new parking lot.

**MR. R. JAROLEM:** And the new parking lot, yes. Oh, and as part of the fourth lease amendment, what Mr. Richards just alluded to was, in addition..., actually, excuse me, the third lease amendment. When..., fourth. Fourth. The fourth lease amendment, part of the obligations of the tenant was to maintain the parking lot, pave, stripe, landscape, irrigate and otherwise maintain, the City's obligations on parking is essentially limited to the implementation of the revenue system and the enforcement of the parking.

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

**MR. R. JAROLEM:** Thank you, sir.

**CHAIRPERSON DAVIS:** Is that, is that the end of your presentation?

[Inaudible audience comment]

**MR. R. JAROLEM:** That's the end of my presentation.

**CHAIRPERSON DAVIS:** Oh, okay.

**MR. A. BROUSSARD:** I'm not finished yet. [Chuckle].

The, the..., as, as part of the assignment that we had, we, we were asked to look at the different options that the, that the City might have in terms of moving forward with this particular, uh, dec'..., decision matter. We [stammer], we identified four options that the City..., that we felt the City had to look at. One..., option one was that the City would just [stammer] authorize the request by GSF as, as made and, and do the transfer. The second..., option number two, is that the City offers to purchase the Ocean Mall, the amended lease from GF'..., GSF. A third option where the City exercises eminent domain rights to obtain the lease and the fourth [stammer], the fourth option, which I call the do nothing option, was the City takes no action on the transfer request and allows the transfer to..., according to the terms of the agreement, allows the transfer to be made after the 31<sup>st</sup> day of the formal request from the tenant.

In terms of evaluating the efficacy of these different options, we, we asked the City Attorney if he would weigh in, from a legal standpoint, as to what he felt the City's position could, you know, could justifiably be or legally be, given the fact that GSF has a formal contract in place with RH 2401 Ocean to sell the lease, they've got a contract in place. So, given that, what I, what I'd like to do is to identify the option, make a brief introduction and then, and then ask the City Attorney if he would [stammer] elaborate a bit more from the, from the legal standpoint. And the first option, again, being that the, that the City authorize a request by GSF to, to transfer the lease. [Pause]. And whether or not the City has any real position that, as he might..., as, as, as he might review it from..., view it from a legal standpoint to, to, you know, to, to disrupt that process.

**CITY ATTORNEY DEGRAFFENREIDT:** The contract is relatively unambiguous as it relates to the tenant, whether the original tenant or the current tenant's rights to transfer

the property with consent from the City. There's a provision in it that the consent cannot be unreasonably withheld or delayed. Given the lack of ambiguity in the terms of the contract, and it is has not been amended from the [stammer] initial document, there would have to be demonstrable reasons that we could empirically show a fact [stammer] finder, whether a jury or a court, why we would preclude the transfer of the lease agreement in this instance. There has been some history, if I understood correctly, of lease transfers with the same project and there seems to be things that can be done in order to secure any interest that we may have that is unsecured. So, in order not to honor the requested transfer, there would have to be those things that, in a business sense, would preclude it. Bottom line.

**MR. A. BROUSSARD:** The second option that we, we identified, was that the City offers to purchase the, the lease from GSF and associated with that, again, is the fact that GSF does have a contract in place with RH 2401 Ocean. A contract is in place. And if the City, you know, were to, to, you know, to be able to engage, if you will, GSF to, you know, to, to do the sale..., a sale to the City as opposed to the, as opposed to the, uh, its current..., the company that it currently has a contract with, there would be certain issues that would, that would have to..., that, that would probably be dealt with and I'll ask Mr. Degraffenreidt if he'll discuss the, uh, the point number two under here in terms of litigation, possible..., the possibility of litigation. Not nec'..., not, not the [inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** Basically, you're asking me what potential legal issues that exists, whether they come forth or not. The bottom line is, we got a landlord/tenant agreement where we're the landlord, they're the tenant. If there is any dispute about the operation of that landlord/tenant agreement, the tenant always has the entitlement in opposition to what actions we take to ask for specific performance, which means that we would be required to, in good faith, meet the terms of the written agreement that we agreed to. It's my understanding that based on the agreement, there was a provision specifically in the agreement that we can proceed to move against the lease and take possession of it, once again, in the 30<sup>th</sup> year of the lease, if I'm not...

**MR. A. BROUSSARD:** It's approximately right.

**CITY ATTORNEY DEGRAFFENREIDT:** So, that would be one issue, they make compel us to abide by the terms of the agreement. Secondly, the transferee, with the understanding that there is an existing agreement could bring an action for tortious interference with an advantageous business relationship in that we are now moving from the landlord to a competitor, with the knowledge that that agreement exists 'cause they're asking us to consent to the transfer. These are all potential issues, not definitive issues. And because I cannot predict what a court or a jury would do, those things that we have to be very cautious about as we proceed in this area.

**MR. A. BROUSSARD:** No. If, in fact, the City was able to deal with any of the litigation or possible litigation or whatever and actually get the, get the, get the lease, the City would have to be in a position to actually come up with the money to purchase this lease. So, you know, and, and it's, it's our guesstimate, it's our estimate, based

upon recent, recent appr'.., appraisal that was performed that, and this is without knowing what the transaction amount is between GSF and RH 2401, we, we, we're looking at in the neighbor'.., the City would have to come up with, something in the neighborhood of seven and a half million dollars, based upon an appraisal that we, that we've had conducted. Not only that, but the City would have to.., also, also have to come up with funds to operate the mall. On top of that, the City would have to come up with a plan, if you will, to operate the mall profitably going into the, into the future because we've done [stammer] financial projections that do not bode well for a profitable operation, you know, being run by, being run by the City. What RH 2401 has done in terms of it making its own financial projections, we don't know that information, we don't know those numbers. But, we presume that they have a plan to be able to make this a profitable.., a, a prof'.., profitable venture.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question, Chair.

**CHAIRPERSON DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** The \$10,000,000 that we gave to OMRD, that's basically lost or what?

**MR. A. BROUSSARD:** Well, it's, it's in the ground. You've got parking, you've got...

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

**MR. A. BROUSSARD:** ...a parking lot [inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** That went towards the parking?

**CITY MANAGER EVANS:** [Stammer]...

**MR. A. BROUSSARD:** Parking. It's, uh, it's utilities underground, utilities...

**CHAIR PRO TEM MILLER-ANDERSON:** So, all of that has...

**CITY MANAGER EVANS:** It...

**CHAIR PRO TEM MILLER-ANDERSON:** ...been expended already?

**MR. A. BROUSSARD:** The beach, uh...

**COUNCILPERSON PARDO:** The beach park.

**MR. A. BROUSSARD:** The beach restoration. All of that was part of that ten.., that \$10.2M.

**CHAIR PRO TEM MILLER-ANDERSON:** Was that the full \$10,000,000?

**CITY MANAGER EVANS:** Theoretically, it, it isn't lost from the standpoint that the CRA is anticipated to pay us that money back. However, that has not, necessarily been the

case and what they're paying back is only interest only. We don't start receiving payment on that \$10.4 'til 2023. But, since the \$10,000,000 has been loaned, there has been modifications to the agreement, in essence, pushing that back. So, the intent is, hopefully, we get to a point where we recoup that \$10,000,000 investment but, as it relates to it now, it was invested in capital infrastructure to be able to do the renovations to the Ocean Mall.

**MR. A. BROUSSARD:** And, and, and further, what you're talking about is which pocket is the \$10,000,000 in?

**COUNCILPERSON PARDO:** Right.

**MR. A. BROUSSARD:** Because right now, it's in, it's technically in the CRA's pocket.

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

**MR. A. BROUSSARD:** It's gonna transfer to the City's pocket.

**UNK:** Mhmm.

**MR. A. BROUSSARD:** So, the City will gain, the CRA will, you know, will lose [inaudible] from that standpoint.

**CHAIR PRO TEM MILLER-ANDERSON:** And if we buy back, then we have to put in another seven?

**CITY MANAGER EVANS:** Conceivably.

**MR. A. BROUSSARD:** But you've got, you've got various, you've got various operating costs, sales costs, outside management costs, a number...

**UNK:** Build out.

**MR. A. BROUSSARD:** ...of costs associated with... I'm sorry.

**UNK:** Build out.

**MR. A. BROUSSARD:** Oh, build..., yeah. Build out. You've got tenant build out, concessions to, you know, to, to new tenants, as they, as they possibly would go into, into leasing the space. Any number of, uh, areas, if you will, where the City will have to come out of pocket beyond the seven and a half million dollars. You know, and, and, and more, in order to be able to have a profitable operation.

The, uh, Paul Skyes [sp], did the, you know, the financial projections, you know, for us on, on this project and I'll let Paul talk with you a little bit about that. 'Cause again, it's important to understand where the City s'..., you potentially would put itself if it..., the posture the City would potentially put itself in if it, if it in fact, was attempting to

[stammer] to own this lease and control the, uh, the, the management of the Ocean Mall.

**MR. P. SKYERS:** In doing this analysis, we made the assumption that the City, and whatever joint venture partner it had in the process of acquiring back the lease from GSF, would probably carry a debt load of about \$7,000,000 but with the joint venture partner providing certainty..., a certain degree of equity, maybe the price, the transfer price wouldn't be seven and a half, maybe it would be ten, maybe it would 14. When we made the assumption that under, under most circumstances, the City, very different than the relationship and, and the arrangement that probably has transpired between GSF and 2401, the City might not be as lucky and it would probably have to carry a little bit of debt in order to reacquire the leasehold interest and, and move forward as..., in, in some capacity as co-owner, co-manager, whatever that representation would be. In, in that vein, these projections were done at different levels of occupancy. The first level being 70% occupancy, the second level being 80% occupancy and then finally, a third level, Shangri-La at, at 90% occupancy. At the 70% occupancy level, we project that your annual losses would average somewhere around \$333,000 a year. Moving up from that, at the 80% occupancy level, we project that your annual losses..., and this is over a, a, a 20 year amortization, would average some \$110,000 in losses. Under the, the good scenario, the 90% scenario, you would experience a profit of \$112,000. And this is taking into consideration all of your operating expenses that are typical in a retail operation of its size, the carrying the debt service, of course, on, on the \$7,000,000. And this is, this is what a typical year..., this is..., actually an extract of the first year of the three scenarios. As you can see, the first year in the 70% [stammer] projection is somewhere around \$365,000. The first year in the 90% occup'..., occupancy scenario is that seven'..., seven and half, um, thousand. And, in the 80% scenario, it's roughly seven..., seven thousand, in terms of a loss. So, it's, it's not necessarily a, an attractive proposition from the City's standpoint [stammer] and again, understanding fully well that we don't know the intricacies of the arrangement between GSF and 2401. We had to carry certain assumptions that we knew were most likely to occur with the, with the City's scenario.

Needless to say, we, we, we charged the City with the... With, with looking very carefully at, at this, at this opportunity and, and approaching it with extreme caution because of the losses and when you look at trying to [stammer], trying to recoup the \$10.4M and all subsequent investments that are, you know, that you would have to make because you'd have to extend tenant improvement allowances to every tenant that comes into the, the 52% of unoccupied space that you have there now, [stammer], the..., our message to the City, based on our, our analysis is to ask you to be very, very careful in, in looking at option two as, as a viable option.

Thank you.

**MR. A. BROUSSARD:** The third option that we, that we approached, looking at, was the..., a possibility of eminent domain in order to secure the, in order to secure..., for the City to, to resecure the lease itself and this particular option, again, I'll ask the City Attorney if he will, you know, discuss just briefly.

**CITY ATTORNEY DEGRAFFENREIDT:** The issue that's presented there is you cannot exercise..., you cannot exercise eminent domain except for a paramount public purpose and there is case law that challenges the public purpose intent of taking property from the operation of one private entity and giving to another one. And, and, and that was premised upon the fact that we did not have the expertise or wherewithal to properly manage the property so we'd have to have a property management..., somebody like the transferee who's adept and polished in the area in order to make it a profitable venture for us. So that creates a problem in terms of our public purpose. Irrespective of whether we use eminent domain or laissez-faire compensation. We're gonna have to pay the full value of whatever the property's worth so we're back to that figure that our experts told we..., told us that we would have to come up with in order to purchase and to operate, which is still outstanding.

**MR. A. BROUSSARD:** The last option that we, that we looked at was the, the City takes no action and allows, after the 31<sup>st</sup> day of the request, for the, for the transfer to, to occur. And I'd just like to note, based upon documentation that, that, that the City received from GSF, at a point, whether they still continue to take that position or not, we don't know but, at a point, they indicated that it was their desire to have the City Council take a formal action, you know, to transfer the lease and not just, not just let it happen because it was part of the, part of the lease [stammer], the lease agreement.

Those are the four options that we looked at. The..., you know, we, we provided to you the, the information that we have pulled together, uh, in support of or, or..., the information. You know, for you to take a look at and for you to make a, a determination based on it. And we'll be glad to answer any questions that, you know, that, that you might have based on our, our part of the presentation.

**CITY MANAGER EVANS:** Mr....

**CHAIRPERSON DAVIS:** Yes, sir.

**CITY MANAGER EVANS:** Mr. Chair, we do have the...

[Inaudible background comment]

**CITY MANAGER EVANS:** ...the entity that is looking to assign the lease. They do have a brief presentation. I think they can probably do it in five minutes, if that's possible and then we can open it up for, for questions?

**CHAIRPERSON DAVIS:** Sure.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** Is it gonna be anything different from what we've seen?

**CITY MANAGER EVANS:** It's gonna, it's gonna give you the entity's business acumen, their financial...

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** ...perspective...

**CHAIRPERSON DAVIS:** [Inaudible].

**CITY MANAGER EVANS:** ...and kind of bring to light what their vision is for the Ocean Mall.

[Pause]

**MR. W. RICHARDS:** Good evening.

**CHAIRPERSON DAVIS:** Good evening.

**MR. W. RICHARDS:** My name is Wayne Richards and it's truly an honor to be here. I'm trying to stay awake, I'm definitely awake now, now that I'm standing up. Mr. Chairman, Madam Vice Chair, Council, Staff, those in the audience, thank you for this opportunity. With me, I have Shane Hillsley, the principal. Shane, would you please stand? And Mark King, the broker who put this deal together. I'm gonna try to be very quick, Mr. Chairman. If I'm going too fast, please slow me down but I'm gonna go very quickly here.

We're gonna discuss the ground lease contractual language and obligations, the financial strength of your buyer, their business acumen, we're gonna show you what they've done recently. We think you've been very excited about them and, and moving forward. As the lawyer here, I just want to spend 30 seconds to reaffirm that we are in a contract. This is a 50 year contract. As you've heard, we are now in the 10<sup>th</sup> year of a 50 year contract. And that contract that we have with the City says that if a tenant sells, assigns or transfers this lease to any non-affiliated person, the tenant must obtain your consent. And the City agrees that the consent shall not be unreasonably withheld or delayed. Moreover, it's so strong that it says, if the City has not responded within 30 days, that consent is automatically, immediately and irrevocably deemed given on the 31<sup>st</sup> day. This buyer has said he wants your consent, he wants to partner with the City.

Your City Attorney has reviewed this lease and made the following determination. You heard it tonight and it's in your report. It says that the City has a duty to consent to the transfer in a timely manner. Dissatisfaction with the terms or conditions or obligations, simply cannot be a reason not to permit the transfer because the City is already legally bound. We agree with that, it's pretty obvious. And in the absence of a justifiable reason for not approving the requested lease transfer, the City could be subject to a breach of contract action. [Pause]. The financial strength of the buyer. [Pause]. Mark, would you...

**MARK:** Can I jump in?

**MR. W. RICHARDS:** Yeah. Jump in here.



**MARK:** So, I had an opportunity to mark this property over the last 12 months, interviewed a number of different buyers, did our due diligence on the buyers and it's my estimation, the seller's estimation that Duncan Hillsley Capital is the most well qualified and some of our due diligence came to the conclusion that there are.., they own 20 commercial properties, seven retail centers, among other asset classes, including office buildings and apartments. The perspective buyer and its affiliates own and operate a commercial real estate portfolio in excess of one million sq. ft. and \$200,000,000 in value. I don't think, you know, they're just very well qualified for this asset. And currently, you have a, a hedge fund in New York City which is a great place but they're in New York and they, they're money managers and they acquired this lease and what you have before you and you're gonna see, is an expert in retail operation that happens to be local, they're from Palm Beach County, South Florida. And to that, Shane Hillsley, please come forward.

**MR. S. HILLSLEY:** Well, I'll only add one thing to this, which is we, two and a half years ago bought a similar center in Miami, 127,000 sq. ft., it was 50% occupied at the time, same as Ocean Mall, lender took it back. It was a, a failed project and we've been able to reposition that now and bring it up to stabilization. I don't think we need to go through all of it but we've brought in a lot of chef driven restaurants. We've brought in a lot of health and wellness type uses, we've done sculptures, we've done a lot of capital improvement to the project and we think that we can do a lot of this here.

**CHAIR PRO TEM MILLER-ANDERSON:** What is the name of it? That development?

**MR. S. HILLSLEY:** It's called Downtown Dadeland.

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

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

**MR. W. RICHARDS:** We have gone extremely quick. They're planning to rebrand, to rebrand the Ocean Mall with signage, advertising, they're gonna pro'.., promote events, they're going to lease up the Ocean Mall and improve the aesthetics, the overall experience. They look forward to partnering with the City of Riviera Beach in a concerted effort to make the Ocean Mall a vibrant destination and they [stammer], they promise and they look forward to recruiting as many local tenants as possible. We listen to the Council. I'm looking at one person who made it very clear, that's very important to go after local tenants. This is the.., we believe this is the right owner and operator for your Ocean Mall. No other perspective purchaser that we have met with has anywhere near this level of experience, financial resources or expertise in turning around a retail shopping center.

We're here to answer any questions you may have. I went very quickly because of the hour, Mr. Chairman.

**CHAIRPERSON DAVIS:** Really quick. Just, due to the, the respect of the public, we have numerous amount of public comment cards. So, I ask that this meeting be, be extended to nothing passed 12:00 o'clock.

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON HUBBARD:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk.

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible] 11:59? 11:59?

[Inaudible dais comment]

**CITY CLERK ANTHONY:** 11:59...

**CHAIRPERSON DAVIS:** 11:59.

**CITY CLERK ANTHONY:** ...12:00 o'clock. I mean, long as...

**CHAIR PRO TEM MILLER-ANDERSON:** 12:00 o'clock...

**CITY CLERK ANTHONY:** ...long as we're not...

**CHAIR PRO TEM MILLER-ANDERSON:** ...is the next day.

**CITY CLERK ANTHONY:** And you are correct, Ms..., Ms. Miller-Anderson. So, as long as we don't go pass 11:59...

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

**CITY CLERK ANTHONY:** ...when the clock...

**CHAIRPERSON DAVIS:** It'll expire.

**CITY CLERK ANTHONY:** ...when [stammer]... Correct. Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** That motion is approved with Councilperson Miller-Anderson dissenting.

**CHAIRPERSON DAVIS:** Okay. So, we've heard the presentations from our independent study, GSF. Let's please go to public comments for those that waited throughout this entire meeting. Ms. Bonnie Larson.

**MS. B. LARSON:** Bonnie Larson. Did you see me shaking over there when you mentioned the name Bernard Kinsey? People here know the relationship that he and I had and that's how we got into this big mess in the first place. Everyone's like, 'Bernard Kinsey, he's from Riviera Beach. He wouldn't... He's not a shyster.' Look what happened. Bernard Kinsey. Alright. That's over.

Couple questions. The metered parking, that never happened. Now, we had..., he mentioned a [stammer] parking study. Actually, we had two parking studies, they overlapped, one the City did and one the CRA did so we paid a lot for the parking study but we still don't have meters there. What is the plan for that? Who..., are we still getting the income from that or what's gonna happen with that because this was back a couple years ago that they decided on that and nothing's happened since. I just wanna make sure there's no condos and no hotel on this site. Is that correct?

The, uh [pause], let me see here. Oh, 554 parking spots. I was really shocked to know there were that many. I can't imagine there are many parking spots. Ms. Dawn Pardo, you always mention that we're short on parking and I can't imagine that figure, 554, that we supposedly have. My biggest question, I think, is why is it so impor'..., it's sticking in my head, why is it so important to GSF that Riviera Beach take a formal action to transfer this? If we're being told it was 31 days it was just automatically happening, it seems like that 31 days expired a while ago and I know that Mr. Richardson said, 'Okay. This company Hillsley is walking because you didn't do it in time.' Why is it so important to GSF that Riviera Beach take a formal action? Also, the buyer says he's very inclined to have Riviera Beach take formal action. If it transfers automatically, what importance does that matter? Just a question that keeps sticking in my head.

On the brighter side, I know the project that they're talking about, Mr. Hillsley owns in Dadeland, which is in Miami. I know that project and it is very, very nice.

So, but, those are my questions. The parking, no condo, no hotel and why is that so important that they get our approval if it automatically transfers?

Thank you.

**CHAIRPERSON DAVIS:** Mr. Tommy Walker. [Pause]. Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. I'm gonna defer to Tina White. Tina White has been sending me emails for months now. She has studied the project. I think she knows it better than anybody in this room, outside of maybe some of these outside counsel, so I'm going to suggest that you listen to her. She's spent hundreds of hours studying this and she may have some information that may be useful in your deliberations going forward. I have not studied this at all. My only comment would be if there was any way, if you decide to proceed forward, if there could be some kind of concrete plan that has some type of parking structure there that would support a major activities like, you know, Jazz in the Dark or certain beach activities, if we could have some kind of a game plan, some kind of commitment with whoever ends up taking over this facility, I think that that..., even though you can't force that condition [inaudible], if you could somehow see if you could encourage them to make a commitment that we're going to increase the parking where we could have some major events there. If you look at Bayside Park, they had..., Bayside Park in Miami, they have these huge events and they had parking to accommodate them and to make this a destination, there still has to be some kind of parking and I would just defer the balance of my comments to Tina.

**CHAIRPERSON DAVIS:** Thank you. Mr. John Miller.

**MR. J. MILLER:** Pass.

**CHAIRPERSON DAVIS:** Okay. Tina White.

**MS. T. WHITE:** The outside attorney said that when GSF came aboard, they also were required to comply with the, the DDA, the Developer Disposition Agreement. In that DDA, they were required to give 1% of the hard cost for Building B to be contributed to the Community Benefits Agreement Fund. In the Community Benefits Agreement Fund, they were also required to show and demonstrate a good faith effort to hire and award 25% of the contracts on Building B to African Americans. What noth'..., no one has considered, the outside attorney or our inhouse attorney, no one has taken the time to determine if GSF has breached its contractual obligations in the ground lease, the Developer Disposition Agreement, the DDA and the Community Benefits Partnership Agreement. There are three agreements and no one has vetted as to whether or not GSF is in breach of those agreements. You have a duty tonight to delay the assignment because it is reasonable for this Council to find out if GSF has breached their contractual duties and if they have breached them, we have grounds to terminate that agreement before it's assigned. The outside attorney stated that OMRD and the prior assignee were literally shell companies and 24..., HR 2401 Ocean, I could not find anything in the Florida corporation documents that it exists. But it also is going to be a shell company because it is being formulated just for the purpose of this.

So once again, the passed Council had to vet that we wanted personal guarantees because the shell company will put us back in the same position we was with Catalfumo if they go into foreclosure. So, there are many things that have not been

properly vetted, that it's reasonable for this Council to delay the assignment. On March 1<sup>st</sup>, the City had not been noticed in 30 days, and according to the contract, the contract required to be noticed by overnight mail. Mr. Degraffenreidt wrote to Wayne Richards on March 20<sup>th</sup> stating, 'We have not been noticed 'cause you failed to notice us by overnight mail.' So, we don't even know right now if we're even on a 30 day ticking clock. There are many...

[Beep]

**MS. T. WHITE:** ...things that still need to be vetted on behalf of the taxpayers. And the breaches of this contract with GSF is a valid reason and a reasonable reason and to determine whether or not we're gonna get personal guarantees from this company, it's reasonable to delay the assignment until those things have been addressed and vetted properly on behalf of the taxpayers.

Thank you.

**CHAIRPERSON DAVIS:** Thank you so much. Ms. Draga. Is she still here? [Pause]. And it's Lindblom, right? Yes. Make sure I got it right.

**MS. D. LINDBLOM:** Good evening. What's left of it.

**CHAIRPERSON DAVIS:** Good evening.

**MS. D. LINDBLOM:** Council Members, City Manager. Draga Lindblom, 1201 North Harbor Drive, Riviera Beach.

Over the years, ever since I've been here, for the 20 years, Ocean Mall has been, it seems, nonprofitable and I can't believe it's still.., we're still talking about it, we've got issues still on vetting it evidently, and it's become almost like the old Ocean Mall where we started getting vagrancy, we've notice panhandling, homeless people. And gratefully, Dawn and the Riviera Beach Police and I believe maybe Parks & Rec have been trying to clean up the mall and they don't see it getting any better, if we don't take some type of action. We've had plenty of time, plenty of Council Members, plenty of organizations, private organizations that have come in, and this is the first one, that seems financially stable, that maybe we should really consider. And, as a resident, I'd love to be able to use the Ocean Mall. I will tell you, I do not go there except for once a year when Ms. Pardo has the Christmas toy drive. I, I just don't see it as anything right now to go to. And all of us, that I talk to, would love to be able, locally, to go somewhere that's close, that you can walk to or you can have your family go there when they come in town. I never invite my family to the Ocean Mall. I'll, I'll be honest. So, as a resident, I would like to use local shops and restaurants and all, all those type of things. I, I have to go to Palm Beach Gardens or someplace else. Now, maybe at the Marina but it's.., the Ocean Mall is down the street from me. I can't even use something that's down the street from me. And I'm not the only resident that feels that way and we would like to see us move forward. And, I don't know what the holdup is, that is sounds like.., it's always legal so, um, I just hope that you will, tonight, before midnight, vote yes and accept the transfer from GSF to the 2401, LLC.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. And now, Ms. Marie Davis.

**MS. W. DAVIS:** I see all of us are moving a little slower now. My name is Marie Davis. I reside at 3001 Lake Drive, on Singer Island. I lived there for 20 plus years and I grew up in this community and I've watched the community and the Ocean Mall go up and down and all around. I also formerly served on the Planning & Zoning committee for a couple of years.

You know, all of us live here, we love it or we wouldn't and we all have the same concerns. In our case, we, both, Ms. Lindblom and I live directly west of the mall. We hear the music, the loud music. I also don't go there because I don't feel safe. It's trashy. The current.., with all due respect to GSF, it's not clean and I also, and many others on Singer Island, don't take their families there. I.., let me also say, I'm only speaking on [stammer] my behalf tonight, I'm not speaking as a board member of the Singer Island Civic Association. And also, you know, Riviera Beach doesn't have the greatest reputation for getting things done and starting them or completing them and what we see is that we see other communities who were starting their projects later than we are and yet they're com'.., they're completed. And, I can talk about the, the Harbourside and we still don't have our, our Marina off the ground. And we still continuously have problems with the Ocean Mall.

I'm.., it's not meant to be a criticism, it's just an observation and that's the way it is. There are developers who will not come to Riviera Beach because they feel that there's an instability within the City Council. I personally talked to four or five developers re'.., [stammer], over the last year and a half related to this.., to the Ocean Mall and I truly believe that these people are ready and willing to risk coming to our community to make it a better place for all of us and I urge you to support this project.

Thank you.

**CHAIRPERSON DAVIS:** Thank you. I believe, at the time, that was the last public comment card for that item.

[Inaudible dais comment]

**CHAIRPERSON DAVIS:** With all.., before we get started, all due respect, because of time sensitivity, I would ask that all my colleagues keep their comments to five minutes and I'll just take what's left, if anything, so we can make sure that we conduct the proper business of this meeting. Anyone wanna start first?

[Pause]

**COUNCILPERSON HUBBARD:** Okay.

**CHAIRPERSON DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Okay. With all due respect to the, the comments that was just made, you know, it's not a risk..., I don't think anybody's taking a risk coming to the City of Riviera Beach. It's, it's funny how our public resources are..., we're always being asked to part with them, you know, for a dollar or nothing, almost nothing at all. So, an oceanfront property is, is a good investment so, so I think that coming here is because..., that's why the group is trying to come here because it is just that, a good investment.

The, the..., I'd like to find out from the Attorney, Mr. Degraffenreidt, where are we in the 30 day notice, at this point?

**CITY ATTORNEY DEGRAFFENREIDT:** I was gonna ask Mr. Richards to address that but since you asked me...

**COUNCILPERSON HUBBARD:** No, no, no. [Stammer]...

**CITY ATTORNEY DEGRAFFENREIDT:** The, the, the notice provisions that I have seen, in response to my letter, indicate that there was a notice relating to the transfer that was sent in October of 2016 and there was one sent to my office directly on March 22<sup>nd</sup>. But, I must say, the notices were s'..., there were other notices that were sent to the Manager's office and I don't know the date... I don't know the dates on those.

**COUNCILPERSON HUBBARD:** Mr. Degraffenreidt, it's, you know, it's, it's pertinent and germane to this situation that we do know the date because, if there's any, any breach on behalf of GSF, and based on the letter that, even the resident Ms. White referred to...

**CITY ATTORNEY DEGRAFFENREIDT:** You know, I...

**COUNCILPERSON HUBBARD:** It, it, it..., that's what I..., that's what you're gauging the breach of contract on or any violation of the contract on, so surely we can't ask Mr. Richards, we have to ask our own attorney...

**CITY ATTORNEY DEGRAFFENREIDT:** I only...

**COUNCILPERSON HUBBARD:** ...where that is.

**CITY ATTORNEY DEGRAFFENREIDT:** ...made that offer 'cause I did not want to...

**COUNCILPERSON HUBBARD:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** ...be accused again of making his case. The contract is very clear. It says that the request for transfer has to be done by overnight carrier. The first transfer, with respect to that request, was done in October of 2016. In response to that request, there were discussions, negotiations and meetings for four months, relative to that. So, if the...

**COUNCILPERSON HUBBARD:** So, what wa'...

**CITY ATTORNEY DEGRAFFENREIDT:** ...if the question is whether or not he met the condition of the contract by giving us the required notice, I would have to say yes.

**COUNCILPERSON HUBBARD:** But yet, you sent him a letter stating, in March, um, dated March twenty'...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes. Yes, ma'am I did. And I can explain why I sent that to him.

**COUNCILPERSON HUBBARD:** 'Cause...

**CITY ATTORNEY DEGRAFFENREIDT:** The reason I sent that to him, is he kept telling me, 'I sent it, I sent it,' he did not send me the receipts so I took a position adverse to his, made him had to throw down and he threw down.

**COUNCILPERSON HUBBARD:** So you did, in fact, see the.., was the 30.., from October to March, you know very well we had exceeded any 30 day notice so we very well couldn't be talking about the initial contact with you. Now, we're, we're talking about after, I guess, an extension [stammer], an extended period. So, [stammer], based on that and based on, on the letter is that we are still within.., if he sent you...

**CITY ATTORNEY DEGRAFFENREIDT:** He sent me the required notice...

**COUNCILPERSON HUBBARD:** On, on the...

**CITY ATTORNEY DEGRAFFENREIDT:** ...in October.

**COUNCILPERSON HUBBARD:** ...23<sup>rd</sup>.

**CITY ATTORNEY DEGRAFFENREIDT:** In October of 2016. And we responded to that notice by negotiating terms and agreements of what they expected the fifth amendment to be. We never consummated [stammer] that because we could not come to the meeting of the minds, on that.

**COUNCILPERSON HUBBARD:** Okay. Mr. Degraffenreidt, okay. As far as reasonable...

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

**COUNCILPERSON HUBBARD:** ...that we.., that we must take a reasonable position. I heard the analyst speak of the fact that they didn't, they didn't know.., they could not say or speak to the financial stability of the company. What did o'.., what did you and our Staff do to determine the financial stability of the company? And the reason I ask that is because the general public just went through the same thing with Catalfumo. We did nothing with them. Catalfumo went into default with us and, and now, we're, we're where we are now and I think that we owe it to the community to answer some of these questions. And, and the rea'.., and this is the other thing too, to transfer the deal as it stands now with.., from GSF, allowing them to move into a third party relationship and



we continue along this same path and not put ourself in a better position, even though I understand that we're gonna get all this money from the parking, I think we're still, again, doing the residents of Riviera Beach a disservice. Everybody is lining up, I see, I get it, behind the present owner as opposed to us, the residents, and giving us the best bang for our buck, the most information and, and helping us because that's what we, that's what we're..., that's what we should be doing for the, for the residents.

**CITY ATTORNEY DEGRAFFENREIDT:** I would respectfully disagree. The issue is a legal one, from my perspective and it's whether or not there's a justifiable reason for not making the transfer. And that's [stammer] not my shot to call.

**CHAIRPERSON DAVIS:** [Stammer]...

**COUNCILPERSON HUBBARD:** Right. So, so let me ask you about the...

**CHAIRPERSON DAVIS:** Excuse me, with all due respect, we're at the six minute mark. I wanna try to give everybody at least five minutes, then we'll come back around. 'Cause we don't..., 'casue we can extend the meeting anymore. I just wanna res'..., and then we'll come back around and I'll forego my minutes to you, Ms., Councilperson Hubbard if you got more questions later.

**COUNCILPERSON HUBBARD:** Okay. Just let, let him be thinking about it, the breach is on GSF side, is where I'm going next.

Thank you.

**CHAIRPERSON DAVIS:** Alright.

**COUNCILPERSON HUBBARD:** I have my list.

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

**CHAIRPERSON DAVIS:** Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No, go ahead...

**CHAIRPERSON DAVIS:** Not ready?

**COUNCILPERSON DAVIS JOHNSON:** ...Chair.

**CHAIRPERSON DAVIS:** Vice Chair?

**CITY ATTORNEY DEGRAFFENREIDT:** Excuse me. There, there's one issue that needs to be addressed right quick, and that was one of the alleged breaches. You, you need to know what happened.

**MR. R. JAROLEM:** Good evening. One of the things that, that I heard was an investigation as to a breach of the DDA, that we didn't look into that. That's not correct. In fact, the first lease amendment, we were looking at the DDA and pursuant to the

agreement of the parties, on the first lease amendment, which was done in 2013, it says, 'Whereas, the parties hereby agree that, notwithstanding the extension being given under the lease to complete the Phase 1 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. So, at the.., so, once you have the termination of the DDA, you cannot, therefore, be in breach of it. It no longer exists.

**COUNCILPERSON HUBBARD:** How do we operate without a DDA?

**MR. R. JAROLEM:** You don't need the DDA. You operate under the lease. At that point, the DDA had.., could not fulfill its function because the only thing that was left was the 7-Eleven building and the hotel site could not be developed, it was done. The DDA had no.., no longer a purpose.

**CHAIRPERSON DAVIS:** Thank you. That DDA was attached to the hotel. Just for clarity.

**MR. R. JAROLEM:** The, the DDA was attached to...

**COUNCILPERSON HUBBARD:** [Inaudible].

**MR. R. JAROLEM:** ...all of the parcels but at the time of 2013, when this was going, it provided for no further extension...

**CHAIRPERSON DAVIS:** Understood.

**MR. R. JAROLEM:** ...and the hotel parcel could not be built so the only remaining issue on the DDA was the demolition of the 7-Eleven building and the rebuilding. But that particular [stammer] demolition and rebuilding is incorporated into the terms of the lease so the DDA became not, not relevant and...

**CHAIRPERSON DAVIS:** Understood.

**MR. R. JAROLEM:** ...no longer needed.

**CHAIRPERSON DAVIS:** I understand. Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** I wanted to go back to Ms. Larson's question and, and, I guess, I would need some clarification on that too, if it could automatically go on the 31<sup>st</sup> day, why, why is it important that we take a vote on this?

[Inaudible dais comments]

**MR. W. RICHARDS:** Wayne Richards on behalf of GSF. There are two reasons. The, the buyers do not want to go forward unless they believe the City is with them. That, that is extremely important. They have s'.., they have said that to me in every single meeting we've had. And I'm gonna give you a legal reason, the lease provides that [stammer] reasonable amendments shall, shall be given and that was in my

presentation but I said I went over that very quickly. We have a very minor item on here. It, it's, it's allowing us to record the legal description, if you will of the, of the parking. And that's for title purposes. It doesn't give us anything but it, it clears up the title. And we want that., I want that as well. So, if they wanna work with the City and I wanna make sure there's a legal description., if you look at the previous amendments to the lease, we., there was a schematic that said this is the area... Well, they hired a surveyor and paid thousands of dollars and they now have a legal description that stood well for recording. So, when we look from a legal standpoint, that cleans it up. From their standpoint, they want the City to be with them.

**CHAIR PRO TEM MILLER-ANDERSON:** Mr. Degraffenreidt, I know you said that in October, Mr. Richards sent something to you, or sent it to...

**CITY ATTORNEY DEGRAFFENREIDT:** He sent me the copy of the return receipt that was sent to the Manager's office.

**CHAIR PRO TEM MILLER-ANDERSON:** In October?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** So, when did you get that though? In October or...

**CITY ATTORNEY DEGRAFFENREIDT:** It was...

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

**CITY ATTORNEY DEGRAFFENREIDT:** ...after I sent the letter that Ms..., Ms. Hubbard's referencing.

**CHAIR PRO TEM MILLER-ANDERSON:** But in your letter, you said that you hadn't receiving anything.

**CITY ATTORNEY DEGRAFFENREIDT:** Actually, I had not simply becau'..., he said he did it. He did it. He did not give me the proof...

**CHAIR PRO TEM MILLER-ANDERSON:** Well, you...

**CITY ATTORNEY DEGRAFFENREIDT:** ...he did it.

[Inaudible audience comment]

**CITY ATTORNEY DEGRAFFENREIDT:** So, when I sent...

**CHAIR PRO TEM MILLER-ANDERSON:** But we didn't...

**CITY ATTORNEY DEGRAFFENREIDT:** ...him the letter...

**CHAIR PRO TEM MILLER-ANDERSON:** ...already have the proof to.., I mean, where was it sitting? Nobody could say that we had it?

**CITY ATTORNEY DEGRAFFENREIDT:** Please recall that the initial communications on the lease was sent to the Manager's office. It was not...

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

**CITY ATTORNEY DEGRAFFENREIDT:** ...sent to legal.

**CHAIR PRO TEM MILLER-ANDERSON:** Mr. Jones?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes.

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

**CITY ATTORNEY DEGRAFFENREIDT:** Yes.

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

**CITY ATTORNEY DEGRAFFENREIDT:** And, when we were having the discussion about whether or not the legal condition had been met...

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

**CITY ATTORNEY DEGRAFFENREIDT:** ...he kept saying, 'Yes, I did it,' but I didn't have proof.

**CHAIR PRO TEM MILLER-ANDERSON:** But Mr....

**CITY ATTORNEY DEGRAFFENREIDT:** I sent him...

**CHAIR PRO TEM MILLER-ANDERSON:** ...Jones never said he had it?

**CITY ATTORNEY DEGRAFFENREIDT:** I didn't talk to Mr. Jones. I was just talking to him.

**CHAIR PRO TEM MILLER-ANDERSON:** You were just...

**CITY ATTORNEY DEGRAFFENREIDT:** Yeah. I was just talking to Wayne about the legal precedent in order to trigger...

[Inaudible background comment]

**CITY ATTORNEY DEGRAFFENREIDT:** ...what he was saying had to happen.

[Inaudible background comment]

**CITY ATTORNEY DEGRAFFENREIDT:** I kept saying, 'Gimme, gimme what you're talking about, to tie me up. You're saying I gotta do it within 30 days or whatever that period was, well, give it to me, so I'll see it.' And he says, 'Well, I did it.' But I didn't see it. So, when I sent the letter to him saying the you have not met that provision, that's when he sent me the document.

**CHAIR PRO TEM MILLER-ANDERSON:** But I don't under'...

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** I, I hear what you're saying but I don't understand why, why would you not speak with Mr. Jones who's the M'.., who was the Manager at the time, to find out if everything was in, in order before you sent this out because I can understand Mr. Richards' position. You know, I mean, you don't want something going out like this if it's not true but I would make sure that I checked with everyone who's involved, especially the Manager, before I would send that out.

**CITY ATTORNEY DEGRAFFENREIDT:** I thought it was his obligation and responsibility and he should've had the receipt, and he did.

**COUNCILPERSON HUBBARD:** Mr. Jones said he got it...

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

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

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, [pause], I have a few things here. Hold on. [Pause]. Alright. So, I already asked that one. The...

[Inaudible dais comment]

**CHAIR PRO TEM MILLER-ANDERSON:** Can we kinda.., maybe I missed it, but the \$5,000 a month, how did we come to that amount? Because we all know that really does not make a lot of sense for a whole ocean mall.., for a whole mall when we have, who is that Cash America, that.., the pawn shop right there on Blue Heron and Broadway, they're paying what, \$6,000 a month just for that one building and so we're talking \$5,000 for the whole mall.

**MR. R. JAROLEM:** The answer...

**CHAIR PRO TEM MILLER-ANDERSON:** How did they come up with that?

**MR. R. JAROLEM:** The answer to that question is, it's not a.., it was.., the City was entitled to 4% of gross revenue. That's, that's, that was the number that it was based on. We didn't wanna rely upon GSF to actually lease, uh, lease the center 'cause they weren't doing a good job at it. So, what we did is, we took an estimate of how much money.., if GSF were doing their job at a level.., at an extremely proficient level and the center was, was leased and stabilized, you'd look at approximately an 80% occupancy.

80% occupancy times the square footage of the Ocean Mall at current rate, led us to a number, multiply that by the 4%, that was the \$63,000. So, it was based upon what the City would get if the Ocean Mall were performing.

**CHAIR PRO TEM MILLER-ANDERSON:** At 80%?

**MR. R. JAROLEM:** At 80%. Yes. And with all...

**CHAIR PRO TEM MILLER-ANDERSON:** And it would only...

**MR. R. JAROLEM:** ...and with all due...

**CHAIR PRO TEM MILLER-ANDERSON:** ...at 80%?

**MR. R. JAROLEM:** ...with, with all due, with all due respect to the Cash America argument, that's total rent. That's not, that's not what would flow through. There's expenses on that such as [stammer], such as Paul delineated, there's operating costs that come off of that.

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

**MR. R. JAROLEM:** So, the money that would flow to the City, and the 80% is generally considered a properly performing center because you have leases that expire, you have turnover in tenancies, you have new build out, you have things like that. You're very rarely at 90%. I think, I think, I think Paul described that as Shangri-La. So, so Shangri-La doesn't normally happen. 70% is, we figure, too low but a properly performing center should be looking at approximately 80% occupa'..., 80% occupancy.

**CHAIR PRO TEM MILLER-ANDERSON:** So, out, out of curiosity, does anyone know what Two Drunken Goats or Johnny Longboat pay per month?

**MR. R. JAROLEM:** I'm sure we do.

**COUNCILPERSON HUBBARD:** [Inaudible].

**MR. R. JAROLEM:** And, and...

**CHAIR PRO TEM MILLER-ANDERSON:** That.., so, just looking at one...

**MR. R. JAROLEM:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** ...tenant, I, I just don't think \$5,000...

**MR. R. JAROLEM:** Well, and, and again...

**CHAIR PRO TEM MILLER-ANDERSON:** ...just doesn't...

**MR. R. JAROLEM:** ...when we...

**CHAIR PRO TEM MILLER-ANDERSON:** ...make sense.

**MR. R. JAROLEM:** ...when we looked at this, it wasn't so much the \$5,000 coming off the building, the revenue driver is the parking.

**CHAIR PRO TEM MILLER-ANDERSON:** I understand. But we, we don't have that yet, right? Do we have...

**MR. R. JAROLEM:** And only...

**CHAIR PRO TEM MILLER-ANDERSON:** ...that yet?

[Inaudible comment]

**CHAIR PRO TEM MILLER-ANDERSON:** Are we getting that now?

**CHAIRPERSON DAVIS:** That's getting ready to happen.

**MR. P. SKYERS:** The, the confusion then, Commissioners, Paul Skyers, 2001 Broadway. The confusion is, is, is over.., it's comparing a land lease with, for instance, Cash America that is a complete building that has vertical improvements so the rates, in terms of comparison, are gonna be different.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Well, let's just do Johnny Longboats or Two Drunken Goats, something that's there already.

**MR. P. SKYERS:** Again, that.., Johnny Longboats, they would be leasing a, a...

**CHAIR PRO TEM MILLER-ANDERSON:** They would ha'.., pay more?

**MR. P. SKYERS:** ...an improved property. They're not leasing dirt.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. How much are they paying?

**MR. P. SKYERS:** I'm not sure. I, I assume that the rate is somewhere between \$25 a sq. ft. and, and \$31.

**UNK:** You're right on.

**CHAIR PRO TEM MILLER-ANDERSON:** So, what does that equate to? 'Cause I...

**MR. P. SKYERS:** Is that \$26?

**UNK.:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** ...don't have a...

**CHAIRPERSON DAVIS:** We, we have ten minutes.

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

**MR. P. SKYERS:** \$26.26 per sq. ft.

**CHAIR PRO TEM MILLER-ANDERSON:** How much per month are they paying?

**MR. P. SKYERS:** Uh, 176 divided by 12, which would be \$10,000 grand, um...

**CHAIR PRO TEM MILLER-ANDERSON:** So, they're paying about ten...

**MR. P. SKYERS:** Sorry, no.

**CHAIR PRO TEM MILLER-ANDERSON:** ...at least \$10,000.

**MR. P. SKYERS:** No. Closer to, to thirteen five.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, \$13,000 just for that one particular tenant?

**MR. P. SKYERS:** Right. Now, think about this carefully. That's an improved property...

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

**MR. P. SKYERS:** With all the amenities in there, not...

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

**MR. P. SKYERS:** ...not dirt.

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

**MR. P. SKYERS:** Your, your relationship with GSF is...

**CHAIRPERSON DAVIS:** The build out.

**CHAIR PRO TEM MILLER-ANDERSON:** I understand that part. But I'm...

**MR. P. SKYERS:** [Stammer].

**CHAIR PRO TEM MILLER-ANDERSON:** ...still thinking that that's a whole big mall and we're talking about on, on the beach.

**MR. P. SKYERS:** Agreed. Undoubtedly, Mr. Kinsey, what, what was gentleman's name who negotiated the first lease? Don't, don't mention a name?

**COUNCILPERSON PARDO:** He's from California?



**MR. P. SKYERS:** Mr. Kinsey, from California, could've, in all [pause], in all truthness be, be told, could probably have, have, have, have positioned the City in a different light.

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

**CHAIRPERSON DAVIS:** But, but that's understanding that there was a hotel deal structured on that. And that was not saying that we...

**MR. P. SKYERS:** That is correct.

**CHAIRPERSON DAVIS:** That's not assuming that we woulda got to this stage.

**MR. P. SKYERS:** Right.

**CHAIRPERSON DAVIS:** So, if the hotel deal woulda went through, we wouldn't be having his conversation.

**MR. P. SKYERS:** Yeah. The unfortunate thing about all of this, to be truthful with everyone in here, this deal got kiboshed when the hotel...

**CHAIRPERSON DAVIS:** Yep.

**MR. P. SKYERS:** ...fell apart. Once, once you went to the height limit restrictions, the hotel would've been the driver for all the foot traffic, all the traffic and, and, God bless RH 2401 with, with bringing creativity to the table because it's going to take destination, uh, businesses and a, a total reimaging..., what, what we call, Mr. Evans likes to call it, creating a sense of place, over there, in order to turn the mall around so that local res'... They're gone. So local residents can utilize the, the amenities.

**COUNCILPERSON PARDO:** Yeah. Mr. Chair, you know...

**CHAIRPERSON DAVIS:** Keep in mind...

**COUNCILPERSON PARDO:** ...just to set the ...

**CHAIRPERSON DAVIS:** ...you have eight minutes.

**COUNCILPERSON PARDO:** I understand. Just to set the record straight, it wasn't just a hotel. It was gonna be a hotel condominium. I think it was gonna be four stories of a hotel and then the rest was going to be condominiums. And that...

**MR. P. SKYERS:** [Stammer] agreed.

**COUNCILPERSON PARDO:** ...that was the issue.

**MR. P. SKYERS:** In other words, it was a little too intense for your liking?

**COUNCILPERSON PARDO:** No, because in time, what [stammer], what would have happened, the hotel..., the full hotel would've converted to a condo.

**MR. P. SKYERS:** Ah.

**COUNCILPERSON PARDO:** And if you're paying \$2,000,000 for a condo unit, you're gonna think that that space is your space and, in time, you're not gonna want the public walking through your space.

**MR. P. SKYERS:** Gottcha.

**COUNCILPERSON PARDO:** So, that was the issue.

**MR. P. SKYERS:** I hear you, I hear you.

**CHAIRPERSON DAVIS:** Thank you. So, we have about seven minutes. Let's go to Davis Johnson, then Pardo.

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

**COUNCILPERSON PARDO:** Okay. Alright. So, I've met with them. I've been complaining about GSF for, what, since they came in. I complained all the time to the City Manager, to the Police Chief, to Public Works, to Parks & Recreation, to you, Mr. Richards. How many times have I been on the phone with you? The Ocean Mall is a disgrace. And it's true what those women were just saying, it is going downhill quickly. And you'd be hard pressed to find residents..., you see some residents there sometimes but the majority of our residents aren't using the Ocean Mall. People are coming there, they're using the beach, they're throwing their trash everywhere and people are turning a blind eye. There's homeless people, there's, there's vagrants. It's not what we wanted it to be. And the only way that we're going to get out of that and turn it into something it should be, is by giving it, tur'..., not giving it...

**COUNCILPERSON HUBBARD:** No.

**COUNCILPERSON PARDO:** But...

**COUNCILPERSON HUBBARD:** Giving it is...

**COUNCILPERSON PARDO:** No.

**COUNCILPERSON HUBBARD:** ...the right word.

**COUNCILPERSON PARDO:** No. I don't think...

**COUNCILPERSON HUBBARD:** Giving it is...

**COUNCILPERSON PARDO:** ...giving it is...

**COUNCILPERSON HUBBARD:** ...the right word.

**COUNCILPERSON PARDO:** No. I don't..., well, fine. I don't think it's gi'..., I don't think it's the right word. Turning the lease over to professionals that can do something with it and turn it into a mall that the residents are going to use. No one's using it right now. People outside the City are coming because it's free parking, they can do what they want there, morning, noon and night, and no one is saying anything about it. And you gotta remember, we fought hard to get the parking. The parking revenue is going to be tremendous.

**CHAIRPERSON DAVIS:** Excuse me.

**COUNCILPERSON PARDO:** So much more than what we were asking for. So, I am in favor of this and, at this point, I'd like to make a motion to move forward with it.

**COUNCILPERSON HUBBARD:** We...

**COUNCILPERSON PARDO:** With what's on the floor.

**COUNCILPERSON HUBBARD:** He's giving everybody else two to..., two minutes...

**COUNCILPERSON PARDO:** Right.

**COUNCILPERSON HUBBARD:** ...to speak.

**COUNCILPERSON PARDO:** Well, that's fine. And I...

**CHAIRPERSON DAVIS:** There's a motion on the floor.

**COUNCILPERSON PARDO:** ...just made a motion with mine.

**CHAIRPERSON DAVIS:** Davis Johnson, you...

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIRPERSON DAVIS:** ...wanna second the motion...

**COUNCILPERSON DAVIS JOHNSON:** Okay.

**CHAIRPERSON DAVIS:** ...for discussion or do you wanna ask some questions?

**CITY CLERK ANTHONY:** Mr. Chair, there's a motion on the floor to approve the Resolution as, as presented.

**CHAIRPERSON DAVIS:** Mhmm.

**COUNCILPERSON PARDO:** Is there a second?

[Pause]

**COUNCILPERSON DAVIS JOHNSON:** Can we [stammer], am I permitted to ask my questions?

**CHAIRPERSON DAVIS:** Sure.

**COUNCILPERSON DAVIS JOHNSON:** Okay. So we have this issue where there's a concern about the base rent of what was originally negotiated and...

**CHAIRPERSON DAVIS:** Excuse me. Ms., Ms. Pardo, Councilperson, would you please rescind that motion so we can discuss this?

**COUNCILPERSON PARDO:** Sure.

**CHAIRPERSON DAVIS:** Okay. Council'...

**COUNCILPERSON DAVIS JOHNSON:** The.., there's continuous back and forth and concerns about the negotiated lease at the very beginning of the 50 year term. The question that I have at this stage of the game, because, in my mind, option two is not viable. We have major projects over here on this side that have to be taken care of and we've not identified any funds for those so I don't see us taking [stammer]...

**CHAIRPERSON DAVIS:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** ...option number two. And, the bottom line is this, it's a property that we have, we need to make sure that we get the highest and best use, of course, but what assurances or how do we, at this juncture move to renegotiate, because that seems to be the direction that this conversation is taking because we want to make sure that we get the best dollars for the property that we own but what assur'..., number one, how do we renegot'..., mid'..., renegotiate midstream. Secondly, what assurances do we have from the, the firm that wants to assume the lease that they are going to carry out the necessary functions in order to create the parking and generate additional dollars? Where are those assurances and how do we, um, how do we create language that will serve to protect us as a City?

**CHAIRPERSON DAVIS:** Jarolem, you wanna answer those questions in regards to those three?

**COUNCILPERSON DAVIS JOHNSON:** Mr. Degraffenreidt needs...

**MR. R. JAROLEM:** I can...

**CHAIRPERSON DAVIS:** No. Because he...

**MR. R. JAROLEM:** So...

**CHAIRPERSON DAVIS:** I know in the, I know in the presentation that we...

**MR. R. JAROLEM:** Yeah.

**CHAIRPERSON DAVIS:** ...all had.

**MR. R. JAROLEM:** I can speak, I'll speak very quickly. With regard to the, the assurances. The first thing, on renegotiation. Right now, you have a lease and you have the opportunity to engage the parking revenue. To the extent anyone wants to make changes to the agreement, it's gotta be agreeable to both sides. We, we haven't heard from the tenant as to whether or not they wanna make changes, what those changes might entail and how, for instance, if the City were to implement or delay implementation of parking, that could be, that could be a rationale to get back into negotiations to other factors. With regards to performance, they are paying GSF 'x' amount of dollars and they're putting money towards the project. The difference between this tenant and, and T. Jack when it came in, is when T. Jack was coming in, you, at least, did not have the demolition of the 7-Eleven building and the rebuilding of it. That's been done. So, really, you're coming, you're dealing with kind of a little bit of a different animal that the center, the construction has already been done and the...

**CHAIRPERSON DAVIS:** Excuse me.

**MR. R. JAROLEM:** ...fact that...

**CHAIRPERSON DAVIS:** Excuse me.

**MR. R. JAROLEM:** I'm sorry.

**CHAIRPERSON DAVIS:** With all due respect. We have a minute and 20 seconds so we're...

**MR. R. JAROLEM:** Okay.

**CHAIRPERSON DAVIS:** ...[inaudible] figure how we're gonna move...

**COUNCILPERSON DAVIS JOHNSON:** I'm trynna...

**CHAIRPERSON DAVIS:** ...forward with this Item.

**COUNCILPERSON DAVIS JOHNSON:** ...ask a question. Go ahead. I want my question answered.

**CITY CLERK ANTHONY:** Mr. Chair, the time is now 11:59.

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

**COUNCILPERSON DAVIS JOHNSON:** Alright.

**COUNCILPERSON PARDO:** Mr. Chair, I make a motion to approve the transfer of the lease.

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

**COUNCILPERSON HUBBARD:** It's 11:59.

**COUNCILPERSON PARDO:** Is there a second? Anyone?

**CHAIRPERSON DAVIS:** I pass the gavel.

**CHAIR PRO TEM MILLER-ANDERSON:** I don't want the gavel.

**CHAIRPERSON DAVIS:** I second that motion.

**COUNCILPERSON PARDO:** Okay.

**CHAIRPERSON DAVIS:** Call...

**UNK:** Call the question? You're the Chair.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** [Pause]. [Sigh]. I, I didn't., I can't answer, I didn't get my question answered.

**COUNCILPERSON HUBBARD:** And I didn't get to make my final comment.

**CHAIR PRO TEM MILLER-ANDERSON:** Me neither.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** I'm abstaining.

[Inaudible comment]

**COUNCILPERSON DAVIS JOHNSON:** Can I? Well...

**UNK:** Yes.

**COUNCILPERSON DAVIS JOHNSON:** ...at this point...

**CHAIR PRO TEM MILLER-ANDERSON:** Did it fail or pass or what?

**CITY CLERK ANTHONY:** We're now..., right now, we're at 2-2.

**CHAIR PRO TEM MILLER-ANDERSON:** I make a motion that we postpone this 'til the next meeting.

**COUNCILPERSON HUBBARD:** To another time.

**CHAIR PRO TEM MILLER-ANDERSON:** Ah, we're done. Right? Alright. Make a... Motion to adjourn.

**COUNCILPERSON HUBBARD:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Alright, well. I didn't know. I didn't get my question...

[End of video]

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

HUMAN RESOURCE DIRECTOR BRUCE DAVIS .....HR DIRECTOR DAVIS

ASSISTANT CITY ATTORNEY LINA BUSY ..... ASSISTANT CITY ATTORNEY BUSBY

DAVIS FAMILY MEMBER.....DAVIS FAMILY MEMBER

CHIEF OF STAFF DEBRA ISAACS.....CHIEF OF STAFF ISAACS

COMMUNITY DEVELOPMENT DIRECTOR .....COMMUNITY DEVELOPMENT  
TERRENCE BAILEY DIRECTOR BAILEY

JUDY GIBSON.....MS. J. GIBSON

COREY GREEN.....MR. C. GREEN

MICHELL DePOTTER.....MS. M. DePOTTER

PRINCIPAL MARITIEM ACADEMY .....PRINCIPAL T. HICKS-BROWN  
TONYA HICKS-BROWN

DR. GWENDA GARRETT .....DR. G. GARRETT

JOSEPH HOLLIS .....MR. J. HOLLIS

SOPHIE DE LA PAZPUBLIC.....MS. S. DE LE PAZPUBLIC

DONALD GIBSON .....	MR. D. GIBSON
BONNIE LARSON.....	MS. B. LARSON
VIKING TYLER ALTON.....	MR. T. ALTON
ECONOMIC SPECIALIST PAUL SKYERS .....	MR. P. SKYERS
BERNICE WOOTEN .....	MS. B. WOOTEN
KAREN WEST .....	MS. K. WEST
ERNESTINE GORDON.....	MS. E. GORDON
DERRICK DORSETTT .....	MR. D. DORSETT
FELICIA WILDER.....	MS. F. WILDER
MARY BRABHAM .....	MS. M. BRABHAM
LLOYD BROWN.....	MR. L. BROWN
WILLIS WILLIAMS .....	MR. W. WILLIAMS
FANE LOZMAN.....	MR. F. LOZMAN
TOMMY WALKER.....	MR. T. WALKER
DR. PHILIP DUKES .....	DR. P. DUKES
HORACE TOWNS.....	MR. H. TOWNS
JOHN MILLER .....	MR. J. MILLER
TINA WHITE .....	MS. T. WHITE
DARLENE CRUZ .....	MS. D. CRUZ
POLICE CHIEF CLARENCE WILLIAMS.....	CHIEF WILLIAMS
GSF PRESIDENT ARNOLD BROUSSARD .....	MR. A. BROUSSARD
RICHARD JAROLEM, ESQ. ....	MR. R. JAROLEM
WAYNE RICHARDS, ESQ.....	MR. W. RICHARD
MARK.....	MARK
DUNCAN HILLSLEY SHANE HILLSLEY .....	MR. S. HILLSLEYD



DRAGA LINDBLOM .....MS. D. LINDBLOM

MARIE DAVIS .....MS. M. DAVIS

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

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

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:**   MAY 17, 2017

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT

---

**Subject:** MINUTES OF THE RIVIERA BEACH SPECIAL CITY COUNCIL MEETING  
HELD ON APRIL 11, 2017

---

**Recommendation/Motion:** APPROVE THE MINUTES OF THE RIVIERA BEACH  
SPECIAL CITY COUNCIL MEETING HELD ON APRIL 11, 2017

---

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

---

**Background/Summary:**

MINUTES OF THE RIVIERA BEACH SPECIAL CITY COUNCIL MEETING HELD ON APRIL 11,  
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
11APR17_SCCM.docx	MINUTES OF THE RIVIERA BEACH SPECIAL CITY COUNCIL MEETING HELD ON APRIL 11, 2017	5/1/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Burgess, Jackie	Approved	5/1/2017 - 12:21 PM

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
MINUTES OF THE CITY COUNCIL MEETING HELD  
APRIL 11, 2017 6:30 P.M.  
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS**

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

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**

**CHAIRPERSON DAVIS:** I want to say good afternoon and good evening to everyone. Welcome to the Special Meeting of the wonderful City of Riviera Beach on April 11<sup>th</sup>. We're going to call this meeting to order at this time. Madam Clerk, roll call, please.

**Roll Call**

**CITY CLERK ANTHONY:** Major Thomas Masters? 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 Jonathan E. Evans?

**CITY MANAGER EVANS:** Present.

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

**CITY ATTORNEY DeGRAFFENREIDT:** Here.

**CHAIRPERSON DAVIS:** Thank you. We will stand and pause for a moment of silence -- silence as the Pledge will be led by Councilperson Hubbard.

### **Invocation**

### **Pledge of Allegiance**

(Everyone stood for a Moment of Silence with the Pledge of Allegiance being led by Councilperson Hubbard).

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

### **AGENDA Approval:**

Additions, Deletions, Substitutions

**CITY MANAGER EVANS:** If we can just have the attorney make an announcement with regards to an executive session?

**CHAIRPERSON DAVIS:** Yes, sir. Mr. --

**CITY ATTORNEY DeGRAFFENREIDT:** Thank you, sir.

**CHAIRPERSON DAVIS:** -- Attorney DeGraffenreidt, please make sure the microphone --

**CITY ATTORNEY DeGRAFFENREIDT:** I shall.

**CHAIRPERSON DAVIS:** Yes, sir.

**CITY ATTORNEY DeGRAFFENREIDT:** Please notice the following case to be discussed in a closed executive session to be held on -- at City Hall second floor in the city council chambers. The case is Fane Lozman versus City of Riviera Beach, case number 502016CA001527. Special Counsel Richard Jarolem, as well as the Mayor, the City Council, myself, the City Attorney, and the City Manager shall be in attendance. This is scheduled for April 19<sup>th</sup>, 19-7 -- 2017, at 5:30 p.m.

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

**CITY ATTORNEY DeGRAFFENREIDT:** Thank you.

**CHAIRPERSON DAVIS:** And I want to thank the wonderful Riviera Beach officer, Officer McGriff, for joining us tonight. Next, we have any disclosures by the council?

#### **Disclosures by Council**

**COUNCILPERSON PARDO:** Mr. Chair?

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

**COUNCILPERSON PARDO:** Like I mentioned at the last meeting, I did meet with representatives from -- well, I did speak with GSF on the telephone, and I met with representatives from Duncombe Halsley [phonetic].

**CHAIRPERSON DAVIS:** Okay. Anyone else? I've spoken with GSF via telephone actually today. That will be it as far as recommend the agenda. Anyone else?

**COUNCILPERSON DAVIS JOHNSON:** I spoke with outside counsel as well as counsel for 2401.

**CHAIRPERSON DAVIS:** All right.

**CHAIR PRO TEM MILLER-ANDERSON:** And I haven't met anyone since our last meeting. And this was that we had a -- our council and consultants.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** I've not spoken with RH.

**CHAIRPERSON DAVIS:** Okay. Do we have a motion to adopt the agenda?

#### **Adoption of Agenda**

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

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

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** 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 note.

**CHAIRPERSON DAVIS:** Thank you. We don't have any consent items at this time. So we'll go down to the regular old business. Item number one.

#### **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 RESOLUTIONS**

#### **END OF CONSENT AGENDA**

#### **PETITIONS AND COMMUNICATIONS FOR FILING AWARDS AND PRESENTATIONS**

#### **PUBLIC HEARINGS**

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

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

Public Comments shall begin at 7:30 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition; if an item is being



considered at 7:30 PM, then comments from the public shall begin immediately after the item has been concluded.

### **REGULAR - OLD BUSINESS**

1. **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.**

**CITY MANAGER EVANS:** Mr. Chair, this item is a resolution with regards to the assignment of lease. I would like to turn this presentation over to our consultants to provide an update with respect to this particular item. If it is the pleasure of the council, we can get into a full presentation that we did at the previous council meeting or we have a consolidated version that speaks specifically to the options before the council this evening.

**CHAIRPERSON DAVIS:** I mean, I -- I think we all have seen it but just for -- for those that may have not even the presentation --

**CITY MANAGER EVANS:** Okay. It's not a problem.

**CHAIRPERSON DAVIS:** -- that may be in the room. Has, you know --

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I'd like to see the whole presentation.

**COUNCILPERSON HUBBARD:** (Unintelligible).

**COUNCILPERSON PARDO:** It's been running on --

**COUNCILPERSON HUBBARD:** It's been running over and over on TV.

**COUNCILPERSON PARDO:** Yeah. It's been on television.

**CHAIRPERSON DAVIS:** What, so -- so it's been running on TV?

**COUNCILPERSON PARDO:** Yes.

**COUNCILPERSON HUBBARD:** We should continue to deliberate.

**CHAIRPERSON DAVIS:** Okay. So let's go with the abbreviated presentation. Okay?

**CHAIR PRO TEM MILLER-ANDERSON:** The abbreviated?

**CITY MANAGER EVANS:** Mr. Broussard, the abbreviated presentation?

**ARNOLD BROUSSARD:** You did say the abbreviated presentation?

**CITY MANAGER EVANS:** Yes, sir, I did.

**ARNOLD BROUSSARD:** Okay. The consideration before the city council today is whether or not the City approves the transfer of the Ocean Mall lease from GSF to RH 2401 Ocean, LLC. There's been several communications going back and forth regarding the transfer, and, you know, questions have been raised and questions have been answered. And Mr. Manager, do you want to go into some of those -- at least a summary of those -- those questions?

**CITY MANAGER EVANS:** If it is the pleasure of the council, I think it's germane that we do go into those particular items.

**CHAIRPERSON DAVIS:** I agree.

**ARNOLD BROUSSARD:** Okay. 'Cause what I'd like to do, then, is ask for -- ask the City Attorney and Attorney Jarolem to come forward and talk about those -- those different issues.

**CITY MANAGER EVANS:** Okay.

**ARNOLD BROUSSARD:** And I'll just put that up.

**CITY ATTORNEY DeGRAFFENREIDT:** I'll try to be as concise as I possibly can. The issue is whether or not to give consent to the transfer of the current Ocean Mall lease in accordance with the terms outlined in that lease.

There have been issues that have been raised directly to me by Miss Hubbard, and I've been copied with some memorandums or concerns from Miss Tina White. And after going through those, the short version is that the current ground lease, the one that's asked to be transferred, is not impacted by either the DDA agreement or the community partnership agreement for the reasons that, one, those agreements are not part of the current ground lease; and two, the parties agreed, I believe back in May of 2013 that the DDA agreements and its impact had terminated.

Any attempts to rely on those agreements or deficiencies thereto would obviously be irrelevant and immaterial to the decision you have to make. There were also some references that were made concerning failures of -- failures to perform or misconduct, if you will, by the initial ground lessee. And if my understanding of what occurred historically is correct, there was a bankruptcy proceeding that GSF purchased the current ground lease out of. And if there were claims relating to that ground lease or matters relating to the ground lease from the City's

perspective, it would have had to have been resolved in that bankruptcy proceeding simply because that's the nature of bankruptcy. Once a bankruptcy proceeding is initiated the state courts, all state courts lose any jurisdiction or ability to address the matter. So I cannot see those issues raised being material or relevant to justify them being the reason not to transfer the lease. That's the short version. Rick has given us a treatise that addresses each one of those verse by verse and line by line. And the bottom line is that you can listen to him if you want to 'cause he's prepared to address those, but the simple answer is irrelevant and immaterial.

**COUNCILPERSON HUBBARD:** Mr. Chair?

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

**COUNCILPERSON HUBBARD:** Since the attorney said that --

**CITY ATTORNEY DeGRAFFENREIDT:** Yes.

**COUNCILPERSON HUBBARD:** -- this was for my edification and --

**CITY ATTORNEY DeGRAFFENREIDT:** No, I did not. I --

**COUNCILPERSON HUBBARD:** -- that there were some of the questions that I had asked clearly, then I would like to go on record as saying those aren't the key reasons why I think that we should vote no on this issue. So I'd like you to give me an opportunity if you would, sir, to state -- to -- to show what I'd like to say.

**CHAIRPERSON DAVIS:** Yeah. Can we get through the presentation, then come back to you?

**COUNCILPERSON HUBBARD:** Thank you.

**CHAIRPERSON DAVIS:** Okay. Yes, sir.

**RICHARD JAROLEM:** Good evening. My name is Rick Jarolem. I am the outside counsel to the City of Riviera Beach and have been so on the Ocean Mall since approximately 2013. I want to thank you for the opportunity to speak on this matter. And I am one of the people that are probably most well versed on the Ocean Mall.

And I -- and in addition to whatever I'm going to present, I probably can answer just about any question that any -- that comes up with regards to this. I want to clarify something that Mr. DeGraffenreidt said. There were two proceedings with regards to -- to OMRD. There was a bankruptcy, is my understanding, but that is not how GSF took the lease. The original developer was Catalfumo OMRD. OMRD received bank financing pursuant to a leasehold mortgage with BB&T Bank. That was provided -- a leasehold mortgage was permitted and provided for in the lease itself.

OMRD defaulted on its loan obligations with BB&T. BB&T instituted a foreclosure, was successful in the foreclosure and regained the lease as the lack -- for lack of a better term, the credit bidder in the foreclosure. Subsequent to getting the lease back in the foreclosure, it sold its leasehold interest to GSF. So it came on the side of the lease. And that's really one of the most important factors.

What Mr. DeGraffenreidt alluded to was the possibility of pursuing a breach of the DDA against OMRD. Any action that the City would have had against OMRD on the DDA would have had to have been addressed in the bankruptcy court. And here's how all of this breaks down. GSF became the leasehold tenant pursuant to the foreclosure and the assignment by BB&T. The governing document that governed the relationship between the City and GSF is not the DDA with the exception of Section 1301(A), 1301(C) and 1401 of the DDA. Those are the only sections that are specifically referenced in this lease. The DDA was not incorporated by reference or as an exhibit to the lease. So what governed the conduct of the parties and the obligations of the parties is the lease document itself. When GSF took over the lease in 2013, one of the first questions that the council had at the time was, Can we get out of this lease? It's a bad lease. Mr. Kinsey was paid a million dollars to negotiate it, and as of now, we have an incomplete project and we've been receiving approximately \$17,000 a year. Can we get out of the lease and if so how?

So we went to Article 14 of the lease which is specific and addresses events of default which would form the basis of how the City could go after and get the lease back. The majority of the events of default under Article 14 were not applicable at the time GSF took over. The one issue that we found which there could have been traction on and potential traction is an article in the Articles of Default under the lease. The tenant was obligated to achieve substantial completion of phase 1 by a certain date. That date was essentially May 2000 -- 2011. Now, that was under OMRD's.

Under the DDA there was a provision for an extension of that deadline from '11 all the way to '13, a two-year extension by payment of \$300,000. Furthermore, if we -- and this is the most important part. When we looked at this, if we were going to default GSF and engage in litigation for the failure of GSF to complete the Ocean Mall building, what we were looking at is another article of default. I believe it's Section 14(IV) or 4. What that provided for under the Ocean Mall lease was very specific.

It provided for a nonmonetary default which the City would have to give the tenant 30 days to cure. Under that same section if the cure could not be effectuated in 30 days, the tenant would be given additional necessary -- necessary and reasonable time to effectuate the cure so long as they began curing within those 30 days. So it was discussed with the City at the time that in the event we wanted to declare a default and actually bring an action to terminate the lease, we could anticipate that GSF would begin and undertake the beginning

parts of tearing down the 7-Eleven building and rebuilding; and that if we pursued an action to terminate the lease and -- and evict them, that not only would we be facing a very strong opposition to that based upon the language of the lease, there was a more than small likelihood -- we believe a substantial likelihood -- that GSF would have been granted the additional time by the courts to complete the demolition and rebuild.

And furthermore, under the lease, the City, in addition to only getting \$17,000 off the Ocean Mall at the time -- the City, if it lost that lawsuit, would be obligated to pay GSF's legal fees as they're the prevailing party -- prevailing party litigation, attorneys' fees and cost provision in the lease. Based upon that, we looked at any other method that we could to effectuate a termination of the Ocean Mall lease and we found none in existence at the time. So at the -- at that point in time the City was direct -- the City directives were to go and meet with GSF and see if we can effectuate a better deal by amicable resolution and negotiation.

Our first meeting with GSF was to inform them that they were, in fact, in default of the lease provision Section 14(IV) which required substantial completion of the Ocean Mall building phase 1 by the -- by the -- by the requisite date. We also informed them that under the DDA, they could -- that that date had already passed, but under the DDA they could pay \$300,000 to the City and obtain approximately a 90-day extension at that point. We suggested to GSF in very strong terms that that \$300 would -- that \$300,000 would be required in order to effectively have an additional conversation because if we did not receive that money, we really had no risk whatsoever as far as dollars lost, dollars at stake, to not take our shot and engage in the litigation regardless of -- regardless of probabilities of outcome.

GSF paid the \$300,000 almost immediately after our first meeting and then came back to the City to discuss the obtaining of an additional extension to complete the phase 1 of the Ocean Mall. Now, nothing changed in the lease language at that point. The City collected \$300,000 and GSF got an extension through May of 2013. The language that we had problems with in the lease regarding that automatic extension of time started was discussed as part of the first lease amendment. And in that first lease amendment the City, after discussions with Council -- and I want to keep this in mind: The City at all times had outside counsel, myself, had the City Attorney, Miss Ryan, and had -- and had met with every single council member before -- before any negotiations began and before anything was presented to the council for approval. We did not operate in the dark. We did not operate without at least guidance as to some of the things that the council would like to see and discussed about the probabilities of bringing litigation, whether that litigation would, in fact, be fruitful and successful and alternatives to litigation at every single turn.

Now, with regard to the first lease amendment, we met with GSF, and it was negotiated that an additional \$200,000 would be paid to get them another year to complete the phase 1: the building, the teardown of the 7-Eleven building and

the rebuild. In addition, we eliminated from the lease the language which gave them automatic extensions provide -- you know, as long as they provided the cure. It became drop-dead dates with no excuses on completion with the exception of things that are known in the lease as unavoidable delays. And it was discussed at the time what the unavoidable delays really are is acts of terrorism, acts of war, lack of ability to get materials, governmental -- governmental intrusion, things which would, in essence, prevent an equitable enforcement in a court action but were codified under the contract. So that was - that was the first lease amendment. It wasn't that -- so by the time May of 2013 rolled around and the DDA was terminated, the City had \$550,000 in cash in its pocket that it had not previously gotten and had amended the lease to resolve the biggest problem which would put the City in a much better leverage position.

Now, as part of the overlooking of the lease, and Mr. DeGraffenreidt touched on it, even though the DDA was terminated, at that point there would be no right to enforce any breach of a DDA because you can't enforce something that no longer exists. But as Mr. DeGraffenreidt touched on this point, and it's very important that it's understood, the lease is the governing document between the two parties and would form the basis of any event of default. As I said earlier, the DDA in its entirety was not incorporated in the lease. There was only two sections, 13 -- 1301(A) and (C) and 1401 which would allow the termination of the DDA. Section 7 is -- of the DDA is the Community Benefits Program. That section was applicable to the developer OMRD and was not applicable to GSF by virtue of its -- its lack of inclusion into the lease.

If Section 7 were intended to be a condition of the lease, it would have -- it would have needed to be identified in the lease by either a full incorporation of the DDA itself in the lease or specifically Section 7. Neither one of those was present so the only things that the City could look at to trigger a default were the enumerated events of default under the lease. We could not, even if we wanted to, go after Section 7, and I'm not sure, quite honestly, that an evaluation of Section 7 was specifically made as to -- with regards to OMRD's performance prior to GSF's acquiring. But it was not anything that would trigger an event to default. Those were specific. So we have the first lease amendment done, and the next -- the next thing that occurred -- and there is another point I want to bring up and I'm -- I know I'm being long-winded on this, but I know there's a lot of questions that were out there.

**CHAIRPERSON DAVIS:** Take -- take your time.

**RICHARD JAROLEM:** The idea that the City could simply dictate terms at any one of these negotiations belies the fact that GSF already had a lease. That lease was signed by OMRD back in -- back at the time of the DDA. And in order to reach an amendment or an agreement, it had to be agreed to by both sides. It wasn't that either side could necessarily dictate terms. So we might have wanted the world but unless they said yes, we don't get it.

Our choice would be either to leave the lease alone because that's the agreement between the parties or litigate based upon merit, which, as we discussed, really wasn't there. Or come to the table and have a discussion and see what we could get. And, you know, while we may not be completely thrilled, and what they -- what they're willing to give up without being completely -- without saying no, so negotiations were the name of the game. It's -- you can't force someone into saying yes unless you -- unless they are otherwise obliged.

The fact that GSF was already the tenant, was already the tenant pursuant to the original lease, didn't make it a start-at-zero transaction. We attempted that, and - - and GSF would not agree to that. And -- and in addition to the not agreeing with regard to that, once the parties say no, it's gotta -- it takes two to tango. So we were forced to negotiate the points at each given point, and we started addressing the concerns of the council and the citizens. The first -- the first thing was number one, we're not getting enough money off the Ocean Mall. So in short order, in less than I'm going to say 90 days, we had 500,000 in cash in the City's pocket, and we had an important amendment eliminating -- eliminating the negative language. And we started down the path of getting more and addressing -- and the other thing that we needed to address was making sure that the City was at least on track for a drop-dead date to have a finished project delivered, because that was the other failed promise of OMRD, to actually have a completed project finished.

So by virtue of the first lease amendment we had a drop-dead date which would not be extended. And if the building wasn't done pursuant to the terms of the lease, the lease would revert back to the City with no litigation. It would simply expire and the City would get the property back. That was the first lease amendment. So the notion that the City would be left powerless or that there was any kind of sweetheart deal given was not the case. The deal was set up to where the building should be built, and if it wasn't the City gets the property and lease back. That was always part and parcel of the hammer that was hanging over GSF's head pursuant to the directive of the council.

As the fall of 2013 approached, GSF indicated that they were not going to be a long-term holder of the property and that the property was going to be taken over by an entity called TJAC Singer Island, LLC. That was the -- the principals were Zvi Schwarzman and Mark Greene. When GSF approached the City to effectuate the transfer, the City rejected the transfer based upon the fact that TJAC Singer Island, LLC, was a single entity -- was a -- was a newly formed entity LLC formed with no backing or showing of assets that would convince the City that it was capable of completing the Ocean Mall as required under the first lease amendment. The City wanted additional guarantees.

Ultimately TJAC Singer Island, the principals Zvi Schwarzman and Mark Greene, signed personal guarantees alleviating that and the transfer was approved by the council. As part of all of that going on, coming into the fall/winter of 2013 -- I believe maybe '14 -- I may have -- hold on, if I may -- the second -- the second

lease amendment was executed. And as part of that, once again, the second lease amendment was done in 2014. I got it. Thank you. Was done in 2014. In January 15<sup>th</sup> of 2014 it was executed. And that second lease amendment, once again, did give -- it was GSF at the time 'cause the transaction between GSF and TJAC had not been completed. But TJAC was approved.

The council did like TJAC's plans for the completion of the development and was willing and amenable to negotiating an additional extension to allow TJAC the time to fulfill its vision on how to build out that final building. And in doing so, the City once again got additional money. I believe it was \$150,000 in cash. And also important -- very important to that, there was a requirement that the Ocean Mall parcel be -- that a strip of land be actually removed from the tenancy and be given back to the City. That -- that strip of land require -- resulted in Exhibit A to resolution 0414, which is the second lease amendment, which altered the legal description.

And we're going to -- I'm going to touch on this as we come to the very end. This legal description was done by David E. Rohal from Calvin, Giordano & Associates, a surveyor. The legal description was done, and the final page of the second lease amendment is a visual of the legal description which clearly shows what the amendment was, the removal of the -- of the strip of land on Beach Court -- on Beach Court, as well as the remaining parcel which shows the carve-out for the hotel site.

So in addition to the actual legal metes and bounds description, there is, in fact, a picture of the parcel that -- that was from then forward the -- the leasehold premises under the lease. The third lease amendment was -- happened after a parking discrepancy was discovered. As part of the transfer to GSF, there was some due diligence that was done, and it came to light that despite the site plan having been stamped that it had 400 spots and the lease requiring 400 spots, that the -- that the site actually was deficient by approximately 24 spots.

Now, that -- there did come a conversation with regard to that, Does this constitute a default of the lease? Can we get the property back and what are our perils? With regard to that particular issue, there was a lot of -- that once again was not a clear determinative outcome. The reason I say that is number one, you would be another -- it would be a finger-pointing game as to who would be responsible ultimately for -- for the mistake. Would it be the -- the architects who signed off on a site plan? Would it be GSF or would it be the City because they - - they accepted the plans?

They -- and they raised no objection to the construction and completion and effectively signed off on the completed parking lot without doing an actual -- without verifying the hard count. So based upon those perils, you -- you might be embroiled in litigation with uncertain outcome with the only -- with the only issue being how much money are you going to spend to fight over it? Once again, we went into negotiation with GSF at the behest of the council, and it was discussed



what we would like to see coming out of that negotiation. And the first thing that we wanted to get out of that was we were not to give them the hotel site. They wanted the hotel site for -- to run concurrently and -- and coterminously with the lease.

But the City was willing to allow them to use the hotel site for six years to fill the parking deficiency. It more than provided for the additional 24 spots. I think it provided for 155, if my -- if my -- if my memory serves me correctly. We were going to give it to them for six years. At the end of the six years, GSF was going to be required to have solved the parking problem any way they could. If they had to -- if they had to acquire additional land that would have been their problem. If they had to acquire adjacent land to transfer parking rights, that would have been something they had to do. If they would have had to have built a garage, that would have been something that they had to do. They were fully aware and apprised that this was a temporary solution, and in exchange for that, the third lease amendment was executed and the most material part of that was the getting of the parking rights.

Prior to the third lease amendment, there was -- the lease provided that the City could not meter the lot but the City could, only on special events, charge for parking with the tenant's approval and would have to split the revenue with the tenant. As I stated in my previous presentation, once we had an idea of the model of the Lake Worth Casino rebuild and the revenues derived off of parking or projected revenues off of parking, we targeted parking as the primary issue to get from the lease, control of the parking lots, the ability to meter and the ability to impose parking charges without any revenue split.

A Walker Parking study was done on -- with regard to that proposal, and the City could reasonably anticipate net 700,000 a year in parking revenues from the Ocean Mall. And that does not include -- that's a very conservative estimate. And according to my read of the Walker Parking survey, it does not include any additional monies received or could reasonably anticipated be received by the City for enforcement such as parking tickets, towing, things like that, which are, of course, additional revenue. This was just straight revenue off the meter system.

So we engaged in those negotiations, and the third lease amendment was done. In addition, there was an extension. Once again an extension -- and I believe it was the 41,666.66 per month for an additional extension. That extension turned out to be needed. Eight months of that \$41,666 were collected so the City collected an additional \$333,333 and I believe 28 cents. I could be off on that, but if I'm off I'm off by pennies. Now, as we move forward, TJAC dropped out of the deal for whatever reason, and GSF -- the City also was clear that GSF was not going to be a long-term holder of the property. And the City wanted to effectuate GSF's departure to someone who actually had a vision for the Ocean Mall and wanted to complete the development.

Based upon that, GSF and -- had communicated to the City that the six years on the parking was not enough to attract a buyer because it made the project unlendable and unfinanceable. This was brought back to the City, and at that point the council wanted to get -- make a favorable climate for GSF to leave the property. There was no default in sight. By now the construction was underway of the 7-Eleven building, and it was simply trying to effectuate a favorable climate to have GSF leave.

Based upon that, the final -- or fourth lease amendment was executed, and that fourth lease amendment provided that GSF could get the parking run concurrently and coterminously, and it's only parking rights. They do not get the right for the -- for the parcel to use as they see fit. It's the hotel-parcel-only parking rights. So it is very, very limited on the use. It is very, very limited on what they get, and it's very, very limited in all ways.

In addition, as part of that fourth lease amendment, it was the -- it was the direct - it was the desire of the council to try and effectuate and engage the parking revenues to -- which really is -- has -- when you look at the numbers, really becomes the revenue driver, the most favorable portion of revenue that the City could acquire, engaged and active.

As part of that amendment, the City required GSF to provide the City with a turnkey parking system that was ready to go and operate so the City could simply start collecting money. That was agreed to. An additional extension was put in place just in case anything -- any hiccups were run into or GSF found a buyer to complete the 7-Eleven building. If that extension was needed, the payment went up from 41,666 to \$58,000 and change a month. And that was effectively agreed to by the council so that we could -- the parking revenues could be engaged.

Also as part of that fourth lease amendment, we unhinged the -- the rental payments due from the performance of GSF and the leasing of the building to an overall assumption of 80 percent occupancy at current market rate with consumer price index escalators. Why that was done is very simple: It provided a stable income stream for the City. With the prior lease language, the City was entitled to 4 percent of the gross revenues of the tenant, which could vary depending upon the tenant's occupancies, whether they're successful in marketing, their collectability. You know, just 'cause you have a lease doesn't mean someone's paying it. You may not have vacancies. You may have all these things. It created a stable payment which the City was intending to potentially use to borrow \$3 million.

That's roughly the number that that 63,000 a year could give to either purchase other land or provide -- or spend the money in different ways for the benefits of the citizens. There -- that was the negotiation. And with regards to why CPI versus an annual increase, all of these were discussed. But the thrust of the negotiations -- and like I said, it's always a negotiation -- the thrust was to engage the parking revenue. That -- that is the number that you -- that the City was

trying to facilitate the beginning of because in relation to the two, when you look at 63,000, whether it's CPI or 3 percent, it pales in comparison to the idea of engaging a revenue stream that on the low conservative end is 700,000 net to the City and on the high end, probably double that. Probably 1.4 million to the City. So those were the -- those were the parameters that were set.

Now, the City -- when the fourth lease amendment was executed, every council member was -- was either met with or attempted to be met with. I think it was right around the time -- just after an election so we might have been going through a transition. But it was certainly not done without the guidance of the council, without the council involvement and without -- without ample time for the council to understand.

Now, there has been an issue that has come up regarding the legal description. I've heard something about it this afternoon that -- that there's some discrepancy between what may have been in the packet regarding the legal description and what GSF is seeking in its memorandum of lease. I was asked this afternoon to look at this by Mr. DeGraffenreidt, and what we found was that the original lease language, the -- the -- the legal description that was included potentially in the packet was the original legal description and not the amended legal description pursuant to that second lease amendment where we got the strip of land back. When we -- when we looked at the second lease amendment legal description and picture that I -- that I referenced -- it's the final two pages of the second lease amendment resolution -- that language matched word-for-word, number-for-number, on the money exact as the second lease amendment.

So with regard to that if there was confusion, it was because of the erroneous conclusion of the original legal description and not the amended one pursuant to the second lease amendment. And that brings us up to speed on everything with regard to Mr. DeGraffenreidt and the City's obligations to transfer the lease. The lease provides that upon notice, the City shall have 30 days to either accept the lease transfer or reject the lease transfer. If the City does -- takes no action, the lease transfer is deemed accepted. It's my understanding that -- from being present at the last meeting, that the request was made in October of 2016 and effectively, by operation of lease, has already probably been accepted but RH 2401 wants the blessing of the council. I believe that was the actual words used.

**CHAIRPERSON DAVIS:** Uh-huh.

**RICHARD JAROLEM:** If there's any additional questions for me, I'm certainly able to -- to answer them, I hope.

**CHAIRPERSON DAVIS:** Okay. Mr. Evans, is that the end of y'all presentation at this time?

**CITY MANAGER EVANS:** That concludes the presentation, yes, sir.

**CHAIRPERSON DAVIS:** Okay. What I want to do is go to the Public Comment

and then come right back to Commissioner Hubbard, as she has stated. And this -- staff, let's please be prepared to answer questions from the public after we go through all the Public Comment Cards so we can make sure everybody voice is heard. First Fane Lozman.

**UNIDENTIFIED SPEAKER:** Public Comments is supposed to happen -- until Public Comments could come out --

**CHAIRPERSON DAVIS:** Fane Lozman?

**UNIDENTIFIED SPEAKER:** -- (unintelligible) city -- the elected officials.

**CHAIRPERSON DAVIS:** Let's go. Fane Lozman?

**FANE LOZMAN:** Yes.

**UNIDENTIFIED SPEAKER:** Oh, my God.

**FANE LOZMAN:** Fane Lozman, 5101 N. Ocean Drive. Well, I must say that was a pretty detailed explanation offered by the City's outside counsel. The question I have that I think a lot of the public has is it's obvious when the initial lease was negotiated, the monthly income was negligible. It wasn't -- it was basically negotiated on behalf of the -- the lessee and not -- the lessor and not us. Not the City. And it appears that there's not really much we can do unless there's some kind of legal challenge. So the question is, if we want to increase the monthly revenue, that's going to have to be litigated.

So my simple question is what would that cost? We have our outside attorney here. What would it cost to try to challenge the lease agreement? Is it going to cost us a million dollars? Will it cost us \$75,000? Is it going to cost us \$100,000? We have 30 or 40 years left to go. What is the risk reward versus what is it going to cost us versus what we could possibly hope to get? So that would be my question as to what -- what is the opportunity cost to find out if we can get a much better deal or not. You know, what will it cost to get into litigation over this?

We know the odds aren't -- may not be the greatest, but if you're looking at -- I don't -- I don't know how many years are left with it. Forty some odd years? What -- what are the opportunity costs and could litigation maybe get -- negotiate and get us a better deal than we're getting now? So that's my question. If we decided to litigate this, how much would it cost and -- and what could we maybe hope to get as some kind of settlement to increase what we're getting on our monthly income now?

**CHAIRPERSON DAVIS:** Thank you. Is this -- is the clock working? Okay. All right. Well, we're taking the time (unintelligible) here. Mr. Lloyd Brown? Mr. Lloyd Brown?

**LLOYD BROWN:** How you doing? My name's Lloyd Brown. You know that. It's like with Ocean Mall, you know, like, I know who the KKK is and I know what DCF is and I know what MRI is. But you know, the people there that are watching you, they don't know all this. You're -- you know, like -- you ever see a prescription that a doctor write? That's what it sound like. This guy up here talking, I ain't understand not a doggone thing he talking about and probably people in the city don't. You need to make these things more clear 'cause these aren't the only people -- like, most of these people here understand it because they come over here all the time. But I didn't understand a doggone thing.

You know, I know what -- like, an MRI is, like I said. I know what several things are. But I mean, you -- you get up here and you talk and you talk and you talk and it's just like a prescription. How many people in here could read a prescription? Not probably none. That's what it is up here. Don't talk like you got a prescription. DCF. Let these people know what these actual names are and what they actually are, 'cause it's a lot of people out there. It's older people saying, What the hell they talking about? They don't even know what you discussing. All they know it's about the Ocean Mall. That's all they know.

I mean, me, I really don't care. You can drop a bomb over there. Don't matter to me 'cause I don't even go over there. I mean, it's a lot of things. Come on back across the track, you council members. I mean, come on back and fix things in the neighborhood. Who cares about Ocean Mall? You let the Trojan horse come in there and they done jumped down. They got you now. They got you. That's what this guy's saying. I know that much. They got you now. You let them come in, Trojan horse. They just done came right on in. Now you're trying to get them out. It's a little too late. I mean, you -- you gotta look at things before you do it.

I mean, I said this before. It's like when you go to a hole and if it's dark in there, you scared to throw a match or a light or something in there to see what's in there. You just go jump in. And that's what you did. And that's your fault or whoever done it. It's still the City. It doesn't matter if it was done two years ago, 15 years ago. You're responsible for that. So don't -- don't, you know, then get up here and try to explain to people what you trying to do with these people over here and nobody out there understand, 'cause I know my neighbors don't understand. They know what an MRI is and they know what the KKK is, and they know what LSD is, and they know what all that is. But they don't know these words you're talking. And you need to explain to them. That's all I'm saying.

I don't really care about the Ocean Mall. I really don't care what you do with it. I -- honestly, I don't even go over there. I used to. But I don't even go over there so when you talk about things, explain like DCF and -- I mean, you know, you're gonna have to let a person know. Don't do it like, Hey, I'm going to give you this prescription and go get it filled. You're looking at it. You don't know what the hell you're looking at. And that's what happens here. And it happens all the time.

**CHAIRPERSON DAVIS:** Miss Dorothy -- thank you. Miss Dorothy Gay?

**ARNOLD BROUSSARD:** Good afternoon. It is very complex as I've listened to the attorney with the dialogue that is in-depth, and you try to sit and reason as we listen. And we are the citizens; we're the taxpayers of the City of Riviera Beach. However, it always be a -- a complex dialogue coming from an attorney, whether hired by the City -- and definite it should be outside. Sometimes we need to look within because every entity that comes in here are giving their mass paperwork. Any firms or LLC coming in, you allow them -- and I like that terminology that was used, bamboozle or if we get to another lack of term, we continue to be drawn by anything that says on the opposite side of the City of Riviera Beach, these things need to be corrected or these things needs to be given. These things are taxpayers' monies that is consistently (unintelligible) that they are not a part of the City of Riviera Beach. However, as he stated -- and I -- I like that term, Why are we always constantly debating issues that reflect things that comes a distant away instead of things that are in the immediate west? That is something I can't understand and why we consider continuously to listen to. And I want to call it a term I will loosely use at this time to individuals presenting all of what they think supposed to happen to the City of Riviera Beach.

As I read through this item summary with the negotiation of GSF Retail about the Ocean Mall, and we're consistently debating and looking at all his background that he went through, all the amendments, the second, first -- the last one stating that you've only acquired 30,000 and you'd negotiate at the beginning of this long term 63,000 per year you're supposed to -- and we have already discussed that you've been gypped by the amount of money that was negotiated. So as you listen to all details and as you hear what you've heard over the years, why would -- do we continue to go along with anything that breathes life into the City of Riviera Beach about giving up taxpayers' money? This is something that needs to be corrected immediately.

**CHAIRPERSON DAVIS:** Reverend Davis, did you want to speak on this item or Public Comment? This item? Okay.

**REVEREND DAVIS:** First, Reverend Davis, Hilltop Baptist Beach, Riviera Beach, Florida. I'd like to say to the Honorable Mayor -- he's not here -- and to the council and to the city manager, dignitaries and other officials, I was born and raised here and I -- I don't -- I don't like what happened, to be frank with you, 'cause I remember about 40 or 50 years ago Councilman Louise Kimmins [phonetic] was instrumental in getting this lease for the rich developer on Singer Island. I think it was \$5,000 a month back in the -- I think it was. And for that oceanfront property.

That's a little gold mine y'all have over there. The only thing I hate about it, they - they -- they give it away. I mean, \$5,000 a month. I mean, that's no money. That's -- that's -- I -- I consider that's a disgrace. A disgrace then and a disgrace now. And I -- that's -- that's -- that's here nor there. I'd also like to say to the -- to

the City that if any kind of way possible that it can be negotiated and this thing given back to the City so the City can make some money -- I -- I don't know. I'm not a lawyer. But if they can, we should try to negotiate if you possibly can. I don't know if we can or not. But to give away that kind of property, that -- that's oceanfront property. That property worth millions. For \$5,000 a month, it's a disgrace.

And I believe I could pay that, 5,000 a month. But they give it away to -- giving away this -- I mean, it's -- when that's the ocean, this -- this property is limited in the State of Florida. Oceanfront property is very limited. And to give it away like that, that would happen years ago. But I want to say that I think -- I think we should negotiate and see what we can do to get it back, if you can get it back. I don't know. These -- we've got these lawyers to tell you that.

Also what I want to say, we -- otherwise we -- we gave this property away, be frank with you. Many years ago. I was over there at the old City Hall when it happened. Also, Bruce Guyton -- they gave the property away down there on -- on 13<sup>th</sup> Street. Just give it away. So what are we going to have if you give away all the oceanfront property? This property could be used to help the poor people. And we're just giving everything away. I notice that later on Bruce Guyton, 20 years ago, took the -- the garbage department and gave it to -- to the, uh, Solid Waste and then lost their jobs and lost their homes.

And -- and also, last I want to say even Ivey Green Village out there, it was for the poor people but last I heard it's been demolished. And the thing I like about it, West Palm Beach Housing has accommodate about a billion dollar to build new construction down there in West -- from 15<sup>th</sup> Street to -- to -- to -- to Tamarind. And so we need to negotiate. We have -- I heard we have a smart lawyer (unintelligible) -- I haven't met him yet. Very smart man -- to get together to try to do something to help this city, 'cause we -- we -- we -- we losing too much. Thank you very much.

**CHAIRPERSON DAVIS:** All right. Miss -- Miss Tina White.

**TINA WHITE:** Good afternoon. Tina White, 808 W. First Street. The attorney that spoke to us is also the attorney that is appealing the address and public access for -- against Mr. Fane Lozman. We have spent more than a half a million dollars fighting Fane Lozman all the way to the Supreme Court. But this attorney that just spoke to us don't even want us to fight to get more than 87 cents per square foot of the -- for the Ocean Mall. He wants us to pay him to fight to appeal the Fane Lozman having an address, and we've gone all the way to the Supreme Court. But it's not important enough for us to spend the money to fight to change this lease that only renders 87 cents a square foot. So tell me where in America you can get oceanfront property for 87 cents a square foot. That's what \$63,000 translate to. But this attorney that is willing -- want us to continue to pay him to appeal the address and the public access to the beach is - is advising us not to fight to break this lease. Something is wrong with that

picture. RH 2401 Ocean is a shell corporation formed in September 2016 in Delaware. Just like OMRD, there are no assets to attach to so if they go bankrupt or they go into foreclosure, we're left with the same thing that happened with OMRD with Dan Catalfumo. We're left holding the bag.

Why would we now do the same thing that we have just come out from with Dan Catalfumo with OMRD? I am telling this council you have a fiduciary duty to not assign this lease. This company has bad business character. They have not registered as a foreign entity in the State of Florida. You are required to register as a foreign entity in the State of Florida to do business. They're asking you to assign a lease when they have not abided by the State of Florida corporation requirements. We should not make this assignment. We do not know what we're assigning, but in actuality, they are actually adding 2.5 acres to the legal description, but our attorney back here, along with Mr. DeGraffenreidt has said, Oh, no. We just want to tighten it up.

Well, Catalfumo did not have any adverse risks against the legal description. He borrowed \$23 million. GFS [sic], for the last -- since 2013, the last four years, have not had any adverse risks against the current recorded legal description. So why now, all of a sudden, there's a problem with the legal description? I ask you to vote no on the assignment because of the bad character and the shell corporation for RF -- RH 2401 Ocean, and I ask you to vote no on the legal description because you have no idea what we're getting. It doesn't even tell you the amount of acreage, the square footage or the property boundaries. Thank you.

**CHAIRPERSON DAVIS:** Mr. E. Kenner [phonetic]. Mr. E.D. Kenner? I saw him here earlier. Mark King?

**MARK KING:** Good evening. My name is Mark King and I'm the real estate broker that has the Ocean Mall listed. I've been working on this property for a little bit over a year. I know that's not as long as it's been in front of you. But I've gotten up to speed on it.

I feel compelled to speak in order to share a phone call I received in March. Miss Tina White called me and expressed an interest in purchasing the Ocean Mall. When I asked if she would be buying the property with her own money she said yes. I'm not sure if that's true. Miss White subsequently backed away from speaking to me as she had concerns about tortious contract interference. Today she has spread all kinds of misinformation in an open effort to defeat this transfer. Not for the citizens of this community but rather for her own personal gain. Miss White, your actions here today are tortious interference and libel for saying that the buyer has bad business character. It has absolutely no truth whatsoever.

**TINA WHITE:** Thank you, too.



**MARK KING:** To say -- to say that LLCs are a bad thing, it's the standard operating procedure for commercial real estate to create an LLC. It's a way of preventing litigation for slip and fall and other things. Someone that is hurt can only go after that property. They can't go after multiple other properties. It's standard. Has nothing to do with these buyers. Thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. Miss Norma Duncombe?

**NORMA DUNCOMBE:** Normal Duncombe. I -- I -- I'm just so disturbed. Every time I think that we could move forward, we continue to move back. And the advantage to those of us who have lived here all of our lives seems to go deeper and deeper in the ground. Now, when -- what is it, ORD Catalfumo went into bankruptcy, guess what Palm Beach Gardens did? The land that he had up there on PGA Boulevard, they took it back. They -- you know, they made arrangements to take it back.

Now, here we are involved with putting ourselves in a position where we are going to probably not receive anything in terms of finances from this deal. I'm thinking -- because you know, when you throw around 300,000 or whatever, that's not money for oceanfront property. That is nothing. And I'm saying, you know, my thing is we need to sit down and talk with one another, and we need to get information and not be so independent that we're making decisions that we're just giving everything we have. We are the only city on the East Coast that the citizens are not benefitting from the wealth that we have on -- for oceanfront property. Why should we transfer a lease or assist someone to walk off with literally -- just give this away? We did it with the Ocean Mall. Borrowed \$30 million and then we wouldn't even clear up code violations for poor people.

See, this is -- this is where I have my real problem. That we could do this for them, the wealthy, but when it comes to little people we just don't have any feeling whatsoever. I'm asking you to go back to the drawing board, vote no on this. Let's come up with a better deal, and it doesn't hurt to talk to other people and find out what you can do and what you cannot do. I am not an attorney so I -- you know, I don't have the legal wherewithals to tell you exactly what to do. But this is not good. Those -- that 300 or 500 that he threw out there, that is nothing. And I'm poor and I know it's not nothing. So please, let's start moving in another direction. Thank you very much, sir.

**CHAIRPERSON DAVIS:** Now I got the name right the first time. Miss Myra Koutzen, Mayor of Palm Beach Shores.

**MAYOR KOUTZEN:** Good evening, Chair Davis, Council, Staff. Thank you for allowing me to speak to you this evening. I come to you representing the good people of Palm Beach Shores who are your partners and your good friends in many, many different ways. And I come to ask you to please move ahead and to agree to this lease with RH. The mall has been underutilized as you well know for years and years. It -- it is such a missed opportunity.

And if it was to be developed in the way that it should be and through this company that has the experience to do it properly, it will help your CRA. It will become another crown jewel for your beautiful city like the marina that you built on the way. And those things are designed to help everyone in the city. There are people all around that mall who would love to come there and take advantage of a wider variety of services and resources which will develop sales tax interest for you, all kinds of other revenue opportunities. So please, please think about that it has been this way for far too long. This -- you need to move ahead with this. You need to let this developer do the work that they need to do, bring in more businesses there and -- and I think it will benefit every single person in Riviera Beach. And I have to say it will help -- the folks from Palm Beach Shores will do their best to help you, as well. Thank you all.

**CHAIRPERSON DAVIS:** Thank you. Miss Bonnie Larson?

**BONNIE LARSON:** Bonnie Larson. As a disclosure, I have not spoken with Mr. King, who's a representative of the company who wants to talk over, nor have I spoken with Tina White. That's my disclosure. These are my comments. All right.

Several things are concerning me about this. I was trying to look up the legal description this week. I couldn't find it. Everything I found was blank. Attachment A was blank. Suddenly I came across two different Exhibit A's. They're not marked. They're not dated. They're not anything. I started reading them and they're different. They're different. This is a very, very important sticking point on this issue.

Mr. Wayne Richards is an attorney. He's very concerned about this legal description and so should we. The one, this one, this is an actual from a plat and it says right here -- if I can read it in this light -- "less and excepting thereon," and it takes out that section to the south which was to be a hotel at one point. Not anymore. It takes it out. So now I have not seen the new legal description, but we need to make sure that's not in there. We're not giving them that in a legal description.

The parking. I want to talk about the parking. We have here -- this was a -- a map I came across, and it says here "Ocean Mall south lot, 90 spaces." I'm going to think since the -- the lettering goes all the way across, that it included -- it includes that last spot which was originally a hotel spot. I'm -- and -- and we were not to give this. We allowed GSF to use it. We didn't say it was part of their lease. As far as the leases go, it sounds like none of these amendments that we paid hundreds of thousands of dollars for attorneys and whatever to do all these amendments, none of them seem to have benefitted us. We're just more in a hole now than we were before after all this money we've spent with all these amendments. Anyway, back to this.

So right here, "Ocean Mall south lot, 90 spaces." Looks like it includes the whole

thing. It should not. Down here it says "Beach Court, 28 spaces." That's where the two restaurants used to be. I don't know if there are 28 spaces in there. Those spaces, I think, are for the use of everybody. "Ocean Mall west, 77 spaces." We do not own this property. We cannot promise this to anybody. There's a terrible lease on it originated by the CRA which said we can rent part of this guy's parking lot. So what did we do? We paved the whole -- we paid to pave the whole thing. Our section and his section. There's a clause in there that if we ever want to buy it, we have -- we have to put up a garage so that he can build a condo or hotel on top of it. So this is not something that we own. We cannot promise this to anybody. To nobody. This guy could -- could raise the rent tomorrow.

Now, the lease -- there was one lease on it. It expired, and Scott Evans renegotiated leaving that garage feature in there so there's no possibility that we can even buy this. So we really need to think about what we have and what we don't have. We can't give away something we don't have. The legal description is of utmost importance. Thank you.

**CHAIRPERSON DAVIS:** Thank you, Miss Larson. Miss Marie Davis?

**MARIE DAVIS:** Marie Davis, 3001 Lake Drive on Singer Island. As many of you know, my husband and I -- my husband was born here in Riviera Beach. His family were some of the early settlers in the early 1900s, having come from the Bahamas has fishermen. And they've lived here ever since. They've brought a lot of jobs and businesses to the community and they raised their families here. The Griffin family, unrelated to Griffin Davis -- the Griffin family own and invested in many -- in many -- many businesses. And during the 1960s when I was a lot younger and the '70s and the '80s, Singer Island and Riviera Beach was really the place to come to. People from Palm Beach, Manalapan, Jupiter Island, they all came here because it was nice. It was -- it was just a great place to live. And they, too, brought their families and moved to Riviera Beach.

The Ocean Mall at that time had ladies shops. It had some really nice affordable restaurants. I used to go to the Green House on Friday nights for those of you who are old enough to remember that. There was a lot of music. It was safe. It was fun. And I really believe that -- and also Broadway enjoyed a lot of really nice shops and stores, grocery stores. There was a movie house, banks, men's shops and so forth. And I think that Riviera Beach really still is that jewel. And it's time to take some steps to -- to restore it to its once great place to come to.

And if you give a good product, people will come. I mean, someone is worried about \$63,000. You have a -- who cares how you get to the million? You got 700,000 coming in -- in parking. You got 63,000. There'll be businesses. There'll be people coming. But they have to feel safe. And right now we have two restaurants there. We have homeless. We have trash. It's just not a really good place to be. And I don't take my family there and I would suggest that if the -- Palm Beach Shores, Riviera Beach, all of us want the same things. We want

to be safe. We want restaurants we can be proud of, we can afford and that -- so we don't have to go outside our city to enjoy our city. Thank you so much.

**CHAIRPERSON DAVIS:** Thank you, Miss Davis. Mr. Jonathan Knowles [sic]?

**MARIE DAVIS:** Knaus. Sorry. He's not here.

**CHAIRPERSON DAVIS:** Not here?

**MARIE DAVIS:** I'm the new Jonathan. Sorry.

**CHAIRPERSON DAVIS:** Oh, okay.

**MARIE DAVIS:** Okay? This is -- "Mr. Mayor and --"

**UNIDENTIFIED SPEAKER:** She's not allowed to --

**COUNCILPERSON DAVIS JOHNSON:** You -- she needs her --

**CHAIRPERSON DAVIS:** Excuse me.

**COUNCILPERSON HUBBARD:** Uh-uh.

**MARIE DAVIS:** Knaus?

**UNIDENTIFIED SPEAKER:** No.

**CHAIRPERSON DAVIS:** You -- you're speaking for --

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

**CHAIRPERSON DAVIS:** -- okay. Does he have -- now, does he have a letter or something in the record?

**MARIE DAVIS:** Yes, he does. He asked me -- he was going to be speaking tonight and --

**CHAIRPERSON DAVIS:** And you have his -- you're going to read his letter?

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

**CHAIRPERSON DAVIS:** Okay, Miss Davis.

**MARIE DAVIS:** Okay. Great.

**CHAIRPERSON DAVIS:** No problem.

**MARIE DAVIS:** "Mr. Mayor and members of the City Council, my name is Jonathan Knaus, president of the Singer Island Civic Association, also known as

SICA, and representing its members and many of our -- of its resident -- residents. Since 1967 SICA members and the Singer Island residents have actively participated as members of the Riviera Beach governmental boards volunteering on various committees including Planning & Zoning, CRA, CDC, Waterfront Advisory Board, Riviera Beach Safety and Security Committees and many others. We participated and offered financial assistance to many of the chair -- the city's charitable organizations. We have expended time, energy, and financial resources advocating for what we believe was and is in the best interest of both Singer Island and the City of Riviera Beach Mainland.

For over 10 years one of the key issues and concerns of SICA has been the condition and appearance of the Ocean Mall businesses and the grounds. We have written letters to and met with various city managers, CRA directors, council members and developers. There has been little accountability. We now have a local mall developer who has a proven track record. Already willing and able to make our Ocean Mall and Riviera Beach a destination. We urge approval for the transfer of this lease as presented. Sincerely, Jonathan Knaus, president, Singer Island Civic Association." Thank you.

**CHAIRPERSON DAVIS:** Please pass that letter on to our --

**MARIE DAVIS:** Yes.

**CHAIRPERSON DAVIS:** -- so we can keep that in the record. Mr. Bruce Guyton.

**BRUCE GUYTON:** Good evening.

**CHAIRPERSON DAVIS:** Good evening.

**BRUCE GUYTON:** Mr. Chair, City Manager, Council Members, my name is Bruce Guyton. I see that there are some that intend on bringing me up for past decisions. Let me make a quick comment. The assertion that one person can make a decision is something that most people know is not possible. So when the assertion is made that Bruce Guyton gave away this, Bruce Guyton did this, everyone that follows politics knows that it takes three votes to do anything. They are giving me credit that apparently I was an integral part of that process. Granted, I admit that. I stand by every decision that I made. Most of the communities now outsource their garbage. Back then it saved us a lot of money. That's not what I'm here to speak about. But it takes three votes. Bruce Guyton by himself did not do it.

Tonight you have a very critical decision. We had an election last year. I'm still trying to discern what has been accomplished in a year. I'm looking for some type of tangible, substantive accomplishments. I don't see them. People said that we're going way back. We did go way back. We have gotten absolutely nothing done. Tonight we have an opportunity to move forward. One thing that was very critical to me was to go back into this Ocean Mall deal to see if we can

get out of it.

Mr. Jarolem, one of the best attorneys around. When he said that in '13 that council wanted to go back and revisit this, one of those people was me. I made sure that we went back and looked at it line for line. I had the city attorney to go and get me the agreement from the original one. I read the whole agreement from the beginning. The portion that exists now was never meant to be the revenue generator. That was never meant there. So now we're trying to make filet mignon out of some cheap hamburger. It's time for us to move forward, because one thing that you can bet if we don't move forward, that property will sit there derelict and other business people will be very reluctant to even look at Riviera Beach. Our image has deteriorated. And we have people with their own self-interests trying to get you not to move forward. But you as the council, I would hope, would do what's in the best interest for the masses of the people. And that is let's move forward with this city. Thank you.

**CHAIRPERSON DAVIS:** Thank you. Next, Mr. Reverend Evans. A.C. Evans?

**REVEREND EVANS:** To the Chair and City Council, Arthur C. Evans. And you know, as I sit and listen to all of this discussions and what's going on regarding the Ocean Mall, it just seems like to me that at this point -- and I heard the city attorney, the attorneys talking and making their points and so forth, but it seem like to me that nobody has a working lease right now with that mall. And it -- it -- to me, out of all the rhetoric that we're listening to right now, the city council should stop right now in your tracks and vote no on this thing and renegotiate that lease with the existed developer, but sit down with them because \$5,000 is like a giveaway.

**UNIDENTIFIED SPEAKER:** That's right.

**REVEREND EVANS:** And I think if it means anything to the developers to make it work without complications, without confusion, that he should be willing to sit down with this council, because to rush this thing through tonight as confused as it is and all the political talk we've been hearing, it's just not the right thing to do. And I've learned

when in the -- in the heat of situations to stop and move forward later, discuss it. So I would suggest to the council to slow it down, stop it now and then set some other time to get with this developer or some other developers, because what -- it's always what it's worth to that developer. And I'm -- I'm convinced the whole big mall, \$5,000, that just seem like a giveaway. I'm paying \$3,000 on one house for rent. Amen. 3,000 on one house. And \$5,000 for a whole mall, Jesus have mercy. Think about it.

**CHAIRPERSON DAVIS:** Joseph Anderson?

**JOSEPH ANDERSON:** Good evening. Joseph Anderson, 331 W. 16<sup>th</sup> Way. And I didn't get a chance to welcome our new City Manager Jonathan Evans. It

looks nice by having staff here. And I come with greetings to the council and also with apologies and -- and it mostly goes more to Commissioner Tonya Davis Johnson. I think -- I don't think you will ever get an apology from that dais, but the way you were treated and not getting your answers answered at the last meeting and being bullied into making a decision -- just keep in mind, have that decision been made, we wouldn't have not had this information. And that's really -- it -- it really speak to the incompetence. And you -- you know, you -- you're baptism by fire, you know?

Mr. Evans, I take my hat off. You have a whole lot to do. But it's really a lot of incompetence. When are we going to have people to start working for us? We hire individuals. They come in. They take our money, but nobody is working for us. And every situation it's always why we can't do something. Now, I just want to say this. If it had not been for the Tina Whites and the Bonnie Larsons, most of this information would have not even surfaced or even came to light. I think we should put them on the payroll. Now, I have some questions that needs to be really answered is, Are they even registered in the State of Florida? I understand these LLC companies and the liabilities and whatnot. But you gotta keep in mind who comes to your table and who comes and brings these bad deals. Anybody remember Old Dominion and electric fence that was going around that somebody advocated to go around acting as day care?

**UNIDENTIFIED SPEAKER:** Yes. Yes.

**JOSEPH ANDERSON:** Who was that? Tiki Bar. Who was that? The scrap metal company. Who was that? Now, I understand capitalism and entrepreneurship. But Mr. Richards, you have brought some deals that did not even -- that -- that's not even good for the City. I understand you're a businessman and I don't fault you for that. But one thing I will say is this: I can't fault him. I have to fault the people that vote on these issues that allow him to do these things. And I once said, Where do they do that at? And I was once told by a City of Riviera Beach residents, Anywhere they allow it.

**UNIDENTIFIED SPEAKER:** Uh-huh.

**JOSEPH ANDERSON:** So I'm here to tell you, you've got your hands full. We want some incompetent people, incompetent lawyers -- we want some people to stand up and start fighting for us. We fought an individual -- and I didn't agree with it -- all the way to the Supreme Court. And we're currently fighting an appeal for something that is over an address. Something basic. And you're trying to tell us it's not in our best interest to fight for a waterfront property? It was just the other meeting when you said that the school could get anywhere between 4 to \$6 per square foot. Now we're talking about 47 cents? Let's do something for the citizens.

**UNIDENTIFIED SPEAKER:** Amen.

**CHAIRPERSON DAVIS:** Tommy Walker?

**TOMMY WALKER:** Good evening, Council.

**CHAIRPERSON DAVIS:** Good evening, sir.

**TOMMY WALKER:** Jonathan.

**CITY MANAGER EVANS:** Good evening.

**TOMMY WALKER:** Mr. Mayor.

**MAYOR MASTERS:** Yes, sir.

**TOMMY WALKER:** Fane said it, Tina said it, Joe said it. Let me see if I can add to it. This was a bad lease way from when it was even put together. And all I gotta say is now it's your job, Council. It's your job to set it right. We're not saying that we don't want this project. We just want a better deal. What we have right now, it's not working. We keep losing. Over and over and over. Just like -- just like Lloyd said, with all the things that are going on in this lease agreement, it's like a Trojan horse. Once they get in there, we don't have no control. Again, we're just going to lose.

Now, Mr. Chair, last -- last meeting you told Viking the day of welfare is over. Is the day of welfare truly over or are we just going to be selective on who we give welfare to? Now, Miss Davis, this is not physical responsible. It's not in the best interest of the people. And it definitely is not in -- in the best interest of the City. Like, once again, I want to reiterate what I said. We need a change 'cause what we have at the Ocean Mall, it -- it's not working. I recommend that we litigate a win-win situation.

I just -- it's -- it's just heartbreaking, vote after vote, vote after vote, that we lose, lose, lose. There is no reason why we can't go and litigate this so it'll -- it'll -- it'll be in the best interest of both parties. Don't think we don't want this. We just want what's ours so that we can transfer some of that money over here. That's all we're saying. We ain't -- the lease as it is now, it's bad. I -- I -- I want to use some words, but I'm going to be very respectful. We should not approve this resolution to transfer the Ocean Mall. Not as it is. We are not saying we don't want it. We just want to get a better deal. There are too many questions that are out there that has not been answered. The market value of the land opposed to long time ago. Now, we can argue and bicker about who made the deal first. But now, Council, it's your job. Show us what you can do. Vote no on this project.

**CHAIRPERSON DAVIS:** Thank you, sir. Let the record reflect that the Mayor was here actually at 7:55. I'm going to be sure I'll be very accurate on that.

**MAYOR MASTERS:** Thank you.



**CHAIRPERSON DAVIS:** Mr. Sloser? Michael Sloser.

**MICHAEL SLOSER:** Good evening. Michael Sloser, 4100 N. Ocean Drive, Riviera Beach. Mayor Masters, Chair Davis --

**MAYOR MASTERS:** Hello.

**MICHAEL SLOSER:** -- members of the Council. As many of you know, among my many jobs I am president of the Community Officers' Association of Singer Island sometimes called COASI. I also serve on the board of directors of the Singer Island Civic Association. In both roles, one of the main questions I'm constantly asked is, What's going on with the Ocean Mall?

Now, this is an issue that affects the quality of life in our community. What am I, as well as anyone else who's active in local affairs, supposed to say to the people who ask us this question? They're valid. The answers aren't pretty. And I'm not here to call out anyone or argue over who should do what or how much everyone should get out of it. What I'm here to say is enough. It's time to stop playing politics and start serving the people.

You now have a company, RH 2401 Ocean, LLC, with the apparent expertise to restructure the operation of the Ocean Mall for the benefit of everyone. As far as I know, staff backs this proposal. This means we finally have an opportunity to both clean up the existing site as well as attract viable new businesses that will expand the appeal of the Ocean Mall to all the citizens of Riviera Beach and the surrounding communities and finally increase its value to the City.

Failure to act tonight leaves us with a continuation of a battle that should have been resolved a long time ago. I respectfully ask you on behalf of the citizens who look to you to govern the city to act now and approve the transfer of the Ocean Mall lease. Let's end the political back and forth. Let's stop fighting old battles. Let's move our city forward. Let's do the right thing. And oh, by the way, let's do it now. Thank you.

**CITY MANAGER EVANS:** Thank you.

**CHAIRPERSON DAVIS:** Thank you. Mr. John Miller?

**JOHN MILLER:** John Miller, 1290 Manor Drive on Singer Island, what is a viable part of the City of Riviera Beach. You know, I've heard a lot of different things here tonight. And I think the one thing that if we could raise our hands, everybody in here would say it was a bad deal from the get go. It really was. But you know, you look at it and you -- can you change it? I don't know. I mean, I -- I fully realize that the City -- in other words, that that property's worth more than \$5,000.

But here the thing about it is, is where do you go with this? I'd listen to Fane. Fane came up with a -- an idea saying, you know, you -- you look at it and see

what it would cost to try to litigate this. Can you win? I don't know. I'm not a lawyer. I listened to the two lawyers and are they infallible? No. But I can tell you this: Will -- will this change?

What I'm getting at is this: If this -- if this company does not do it or get this right, does somebody else come in and say, Well, we have a lease that was written 10 years ago that what, for some reason, we got hoodwinked on. Can we change it? If you can't change it you're going to be back in the same situation again. Now, the one thing that I did hear, one positive thing, it seems, out of this whole negotiation process and what's going on for the past three or four years is this massive amount of money that's going to come in from the parking. All right? Now, I'm, you know, Catholic school graduate. Don't hold anything against me. So I'm pretty good at math, basic math.

So if you're getting -- you're only getting 5,000 a month or 65,000 a year is what they're saying. Bad deal. Fully agreed. Everybody. Raise their hand. Bad deal? 5,000 a month? All right. But how about 700 or 800,000 that somehow, because something happened with that contract, that the City's getting. I mean, now we're talking about if you get 700,000, you're looking at \$63,000 a month, along with your parking. Right? How much do you want to spend to try to get another 5, 10 or 20? I don't know. That's a decision you have to make. But just, you know -- in other words, you gotta look at it -- I think you have to really look at it as a business decision. I don't know if you make the decision tonight. I don't know if you sit down and if you look at it and say, To litigate it would be this.

The other thing about the Ocean Mall, I have to disagree with a few people. I go there all the time with my wife. And that Ocean Mall, since the Ambassador Program went in, is excellent. They picked the trash up over there. I'm there. And not only am I there, but mainland people are there. The Mayor is there. A lot of good things happen over there. I eat at the Two Drunken Goats. I eat at the Johnny Longboats, and I love that Sunday night thing once a month. And there's people from the mainland there and we all mingle and get along very well. Thank you.

**CHAIRPERSON DAVIS:** All right. Last card, Mr. Wayne Richards.

**WAYNE RICHARDS:** Mr. Mayor, good evening.

**MAYOR MASTERS:** Evening.

**WAYNE RICHARDS:** Mr. Chairman, Council, Mr. City Manager and Staff and public, my name is Wayne Richards, and I do have the pleasure and honor representing GSF. I'm going to be relatively brief because I gave a presentation at the last meeting, and this has been going on -- this 30-day process has been going -- has been going on since October 12<sup>th</sup>, which is six months.

Approximately 10 years ago the City entered into a 50-year lease. Those terms were fixed and they were known. And this council, the council 10 years ago

approved the lease. I liken that to a long-term mortgage. In 2013, approximately six years after that long-term lease, my client, out of New York City, GSF, acquired the lease. They purchased it. GSF are primarily -- they're like -- they're like a hedge fund. They're money managers. They look around the country and they -- they acquire assets.

Well, they acquired this asset, Mr. Mayor and Council -- they acquired this asset with known fixed terms, rights and responsibilities and the right to transfer their interest. This is on ink that has dried and it was six years in the making. And now it's been 10 years and my client has performed. This council, previous councils and staff have been very aggressive and very successful in getting large sums of money out of GSF. Quite frankly, I think your council realize that GSF at the time was somewhat litigation averse and simply wanted to transfer their interest. They knew and you knew they were not long-term people.

So two years ago, three years ago they found a local retail expert and they attempted a transfer. That did not work out. Now, two years later after having completed building B, moved 7-Eleven, completed the parking lot and paid over \$800,000, they simply are asking for what they have, the right to transfer. So we're asking you -- and the lease provides that you -- you shall be reasonable. If you say no or do nothing, you get to keep GSF, the folks in New York, the money guys. If you say yes, you have a local retail expert that does this. And you heard from citizens at the last meeting that the -- Miss Larson said, "You know what? I have to admit. I know downtown Dadeland, they did a phenomenal -- or they did a great job there."

I think this is really simple. Whether or not you like the terms that were agreed to 10 years ago, that's not an issue today. The issue is do you want to keep GSF or do you want a proven entity? And if you say no, guess what? You get to keep GSF. Please do the right thing. Thank you.

**CHAIRPERSON DAVIS:** Thank you. That's the end of Public Comment time. Is staff prepared to address any questions or anything that you heard tonight?

**CITY MANAGER EVANS:** If I can call Mr. Skyers up to provide some information as it relates to a business pro forma in the event that the City would be interested in acquiring the Ocean Mall. And then what we will do is address the questions that were posed from the public.

**CHAIRPERSON DAVIS:** Yeah.

**PAUL SKYERS:** Certainly. Mayor Masters, Councilman Davis -- Chairman Davis, I'm sorry -- Council Members, last week I shared with you what the outlook would be in the event that you exercised option 2 in a manner in which you would partner with or acquire individual -- in isolation the leasehold interest back from GSF. Notwithstanding whatever legal challenges and expenditures you'd have to spend in court, you know, wrestling with -- what's that tortious interference and

the injury that's caused to GSF in the process and the other nightmares that come along with legal challenges.

We looked at three scenarios. One was an occupancy level then of 70 percent where we -- in looking at average annual profits -- oh, sorry, losses, you would incur almost \$330,000 in annual losses. We looked at a scenario above that, the most likely scenario at 80 percent occupancy where your -- your -- your situation's a little better but still worse 'cause you're still, in our projections, losing 110,000. And then we looked at what I termed at the time to be Shangri-La, which is the 90 percent occupancy level where you would generate a net operating profit of \$112,000 a year. Not to lose sight of the trees for the forest, but because he's not here to defend himself, it's -- it's hard to speak bad about the consultant who, you know, negotiated the deal originally.

**UNIDENTIFIED SPEAKER:** Yeah.

**PAUL SKYERS:** But the forest, when you look at it with this business model, included that convention hotel, that hotel that was going to be the driver for the project. Now, it really wasn't this 72,000 square foot mall that you're looking at right now and income that you can generate from a, you know, leasehold perspective. If you want to correct the problem, to fix the problem, your challenge should really be one of finding a way to resurrect the hotel portion of the project. You can squeeze as much blood as you -- you can out of this stone. But you're limited by virtue of the legal prescribes of the -- the contract and demand-and-supply equation that prevails in any -- any retail property that exists throughout the United States of America.

When -- when we looked further at -- at making a recommendation to the council, it was with -- with -- with those constraints in mind that we said be very, very judicious, be very careful in opting to -- to acquire this property back or partner with an entity and seek outside financing. Our scenario ran a cost structure where you were counting \$7 million in debt. But if, in fact, this property is valued at seven and a half million thereabouts and you have to pay GSF some go-away money just to keep RH 2401, LLC, happy, and then come up with tenant improvement money for the remaining, what, 48 percent of the mall that's vacant, you're looking at 35 plus thousand square feet at a build-out rate of, at a low end, \$50 a square foot and high end \$85 a square foot, you could be out of pocket \$20 million before you blink.

So my encouragement to you and -- and the team that we -- we -- you know, we put together here is to be very, very careful about exercising, you know, what -- what apparently is available to you within option 2, because it's -- it's a slippery slope, and you perhaps are better off looking at the full project, all the trees of that forest, and finding a way to incorporate all of those assets in an effort to -- to -- to -- to, you know, surpass the unfortunate deal that was struck some 10 years ago. Thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. We're going to go now to Commissioner Hubbard.

**COUNCILPERSON HUBBARD:** Okay. Thank you, Mr. Chair. You know, first thing I'd like to say is that I am, you know -- I am saddened by the fact that our staff and our professional service providers have offered us nothing but ways to say how -- why we can't do this and why we have no ground or no leg to stand on. I'm -- I'm -- I'm highly disappointed in that respect.

But I -- I would like to say that I'm sure that we all can agree that our Ocean Mall sits on a beautiful waterfront. That we have access to a marina. We're situated near a port close to our railroad and I-95, to boot. Nobody else is being asked to give away oceanfront property for \$5,000 a month, regardless of what situation we're in. But the one thing that I would like to explain to you today or I would like to have an opportunity to show you why we have an -- why we have an exit strategy, while our -- while we should have been presented with an -- an exit -- an exit strategy.

Tonya, would you pass one down for me, please? Thank you. The first -- first of all, some of you -- some of you may have got -- taken one of the -- the handouts that -- that we have. This is what I want to point out to -- to our community. It's why we should not approve this resolution to transfer this Ocean Mall retail lease. Miss Adams?

**MISS ADAMS:** Oh, sorry.

**COUNCILPERSON HUBBARD:** Okay. The -- if we -- the recommended motion does not support the subject matter because it's not a simple transfer of lease. If you'd look at the attachment number 1, it's the first page -- it's the first page of the agenda item. And what it says up there does not support at all the -- the intent of this -- of this conversation.

The issue before us was never about the transfer of the lease. This is actually about the second part of the recommended motion which substantially modifies the lease to convey another 2.0 acres which is worth approximately \$4 million. That is indeed a substantial change. When there's a substantial change to the lease, it opens the door for us to have an opportunity to negotiate. Let me let them catch up a minute, please.

**UNIDENTIFIED SPEAKER:** If you just hit the space bar you'll be able to (unintelligible).

**COUNCILPERSON HUBBARD:** If you could go back some.

**UNIDENTIFIED SPEAKER:** Go back to the second -- the one she was reading from. Yeah. Right there.

**COUNCILPERSON HUBBARD:** Okay. The -- the -- the issue before us, as I

said, was -- was never about just the transfer of the lease. The biggest deal was the second part of the motion. If you'd look on the first -- on the very -- on the very first page of your attachment -- let's go up to the attachment and read it. It states here that, "The subject is the resolution improve -- approving the transfer of the Ocean Mall Lease from GSF to RH 2401."

Now come down to the recommendation. The recommendation states, "Approving the transfer and authorizing the execution of the amendment -- of the amendment of the -- of the lease to reflect the property description." So in the property description what we have here is approximately three acres of land worth \$4 million. OMRD and GSF both had that land and that lease. Never, ever did we have to go back and change the title so that they would have more of a controlling interest. If you look, there's -- if you -- there -- if you look at that, it shows what the City and GSF have together. Riviera Beach, GSF. And it's laid out explicitly as to what is controlled.

Now if you go to the next one, it said, "Just the City of Riviera Beach." That's because in the legal description, it states that that was set aside for future hotel use. Why is it that we are being presented with something that states we just -- we had a survey. We want to clear up the title and we want you to fill out all of this and change -- and change the lease and clear -- that's not necessary and we don't need to do that. The reason that this was brought in under just a transfer of the lease as opposed to a amendment, an amendment to the lease, an amendment gave us an opportunity to go back and negotiate that \$5,000. It was a substantial amendment.

Even our attorney told us that was the only way that we could make a change. And all the time we had the right to make a change. Now, yes, we allowed them in the lease agreement to use the property just for parking. We didn't -- we -- why now? Why now do we need to make any changes to that -- to that document? That is the space that was set aside for future hotel use. If you look at the property appraiser, it was stated that it was worth approximately \$4 million.

Now, why was this again presented to -- presented to us in that manner? The parcel -- and in -- the parcel was specifically and intentionally excluded from the legal description. Look in your package for Exhibit A and you will see where it states just that. It states that in your package. You don't have to take my word for it. Look in there and see where it was done. As I said before, the previous lessors ORD and GSF never had control over the parking area that was set aside for the future hotel site. Yes, we're allowing them there but we maintained our control for the future hotel.

So see, to me if they -- we have been -- the intention of the parties have misrepresented themselves to us. Also, they said in -- another reason that you don't have to transfer is when bad character has taken place. It's in the paragraph that says it's a legal reason for you not to do the transfer. To come in here, to present yourself to us, to tell us we have no way out, we don't have to

transfer -- we have to transfer that lease because we have 30 days to do so, and then to say that it was put in way back since October is irrelevant. If it hasn't been done now, it was for reasons it wasn't done now.

They started over again in March and set the clock. Why? Because they did not submit themselves -- their stuff properly. Now, they have our staff on their side advocating for them. I'm only privy to what is in black and white; that I can say to the residents who want me to dig deeper, read more, come up with the facts and tell why we should not be transferring this lease, because what -- we had a legal way to go back to the table and negotiate more than \$5,000 a month.

We should not want to really do any more business with GSF or the new guys if they're going to come to the table to do business with us in this -- in this manner, which I don't think was very forthcoming. The one thing I -- two things that I would like to say before we go: First, I think what we need to do is not make knee-jerk decisions. We need to do like West Palm Beach did, do a study at CityPlace, get a -- determine the mix of properties that can be there and talk to some people that want to do business fairly with us -- with us.

You -- just to keep us from getting more than \$5,000 a month, it was withheld from us that a substantial change was trying to be made. And as we were told, it takes a substantial change for us to renegotiate the lease and we had to have a reasonable cause to do so. And this indeed proves to be a reasonable cause for us to do so. We should have a study. We should go back out, take our time and get the best that we can for our residents. That's what they elected us for. Not to take every resource and continue to give it away so others become richer and richer and richer, and yet we have -- all we have is to pay hundreds and thousands of dollars for people and their expertise to come and to tell us that we don't have a chance to stand up and fight and defend the things that we own.

We've got to beg like paupers for things that we own. These are our things. We need to use them to improve the quality of life for our residents. I have two motions that I would like to make. And I'm making them in two parts so that it is clear. I move that we deny the transfer of the leasehold interest from GSF to R2 -- H 2401, because we have no financial documentation or documentation to evidence financial capability of the proposed lessor and because of this bad faith action and poor business character of the parties to acquire our property through misrepresentation of their true intentions.

**CHAIRPERSON DAVIS:** Excuse me.

**COUNCILPERSON HUBBARD:** And number two -- excuse me. I also make a motion to deny the second part of the resolution which is the execution of any amendment to the lease which will be a substantial and material change to the lease agreement.

**CHAIRPERSON DAVIS:** With all due respect, could you please hold before you

put the motion so we can get into discussion? Then we can come back to your motions and move forward?

**COUNCILPERSON HUBBARD:** We can make a motion if -- we can have discussion if I get a second.

**CHAIRPERSON DAVIS:** Well, I mean, but --

**CHAIR PRO TEM MILLER-ANDERSON:** I'll get -- for both, second.

**CHAIRPERSON DAVIS:** Okay. With all due respect, I respect the time that you put into this presentation. There's a motion and there's a second on the floor.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIRPERSON DAVIS:** But I have one -- I have one question to get an understanding.

**COUNCILPERSON HUBBARD:** Uh-huh.

**CHAIRPERSON DAVIS:** Did you -- did you sit down with staff to talk about your exit strategy?

**COUNCILPERSON HUBBARD:** When you say my exit strategy, what are you referring to, sir?

**CHAIRPERSON DAVIS:** Well, based -- based upon this presentation that you stated, you stated that staff did not give us an exit strategy. So you --

**COUNCILPERSON HUBBARD:** I didn't use the word exit strategy. Oh, you mean the exit strategy from the lease, you mean?

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

**COUNCILPERSON HUBBARD:** Okay.

**CHAIRPERSON DAVIS:** Did you sit down with staff at this presentation to give them some input with your expertise and your research so they can bring something to this board to help us?

**COUNCILPERSON HUBBARD:** And let me tell you this. You know why I did not? Because staff was real clear on their position for the residents of Riviera Beach and where they stood as far as us transferring this lease. And there's nothing that I could possibly say to them as -- the way that they advocated at the last meeting for the other guy.

So my only job was to make sure that I bring to this dais and to this community what I went out and sought, information from people that had more knowledge in this field than myself, and to continue to read and to -- and to find out if I had a



question, to put together something that made more sense. You don't have to be a lawyer. You don't have to be a real estate or redevelopment developer, because some things just don't make sense. We were told by our own attorney that it had to be a substantial change within the lease. We had to have a reasonable claim or cause to be able to renegotiate the lease as it stood and to not make the transfer. And if -- if -- if this is not substantial then what is?

**CHAIRPERSON DAVIS:** But -- but here -- here's my concern. I'm not saying you're right or wrong. We've been working on this just for the public perspective for six months. Someone came to the mike earlier tonight and stated that someone got bullied into making a decision. We've been discussing this for six months.

Now, we all have our personalized things we gotta do and I respect everybody's opinion. But I would appreciate it that when -- when we all want to work together as a community, we had six -- six months for folks to actually reach out to each councilperson and sit down and schedule meetings with us, staff, and we would work with you to make sure that we're working together as a board, as a community. So with (unintelligible) moving forward, any other items -- just my suggestion, that we all have open doors and please stay involved with the process, but call everyone's office so we can sit down with you so you can have every side of the story no matter which side is right and no matter which side is wrong.

But tonight I came prepared to make a decision based on what we've been discussing and been presented to us for the last six months. You put together a study, which I respect, Commissioner. But this is something that should have been presented to staff so staff can present it to us so that we can come in prepared to address these -- this -- this item. But to bring it at the last minute and make -- and ask us to support a motion on something that you waited till the last minute to present is unfair to this entire board. Matter of fact, it's unfair to the entire community because they should have the chance to go through this item that's being presented to us tonight.

**COUNCILPERSON HUBBARD:** I disagree, Mr. Chair.

**CHAIRPERSON DAVIS:** That's -- that's cool. I respect your opinion. We -- we're cool with that. But I'm just going to fall back at this time and ask staff are you prepared to address any of these facts that's -- or facts or information that's presented before us tonight?

**UNIDENTIFIED SPEAKER:** We believe it was addressed initially in the presentation.

**CHAIRPERSON DAVIS:** I -- I -- I thought so but I just want to make sure that -- to the public.

**UNIDENTIFIED SPEAKER:** Yes.

**CHAIRPERSON DAVIS:** Please, Mr. Ralom [phonetic], come up to the mike and be prepared because I've seen a lot of things that y'all addressed and I'm hearing something else. I just want to make sure that -- where we are. I just want to know. And I'm sure the public want to know.

**CITY ATTORNEY DeGRAFFENREIDT:** There's a comment I need to make after he finishes.

**CHAIRPERSON DAVIS:** Yes, sir. Yes, sir. Miss -- Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** So I had questions as it related to where there -- at our last meeting before time expired and I asked if I could -- if I could abstain because I did not have sufficient information. You know, it was stated that I could not and I got a legal opinion or a legal opinion was presented, because I looked at Robert's Rules of Orders and -- and then the Florida Statute. So apparently my request to abstain was improper.

However, what I want to know is I looked at the sketch and legal description that was presented in -- in the second ground lease and I also looked at the legal description of the lease premises. And I took it line for line. But what I want to inquire about from our -- from Community Development, because apparently there is a correspondence that is -- that was circulated that talked about some discrepancies in the legal description from the Ocean Mall in 2006 as opposed to what was presented in April 5<sup>th</sup>. So are we looking at the sketch and legal description from -- that was dated 11/22/13 and comparing that against what's in Exhibit A of the legal description? Is that what we're looking at? Because that is verbatim. I don't see the substantial change, and I'm trying to understand where, based on the information that Councilperson Hubbard just -- just presented, where the substantial change is if I can be drawn to that. Because I'm -- I'm looking at what was presented and trying to understand where that discrepancy is.

**COUNCILPERSON HUBBARD:** Okay. I can show you where it is. You want me to show you or him to show you, ma'am?

**COUNCILPERSON DAVIS JOHNSON:** Well, you're going to show me, as well. But I'm -- I'm asking staff because staff was supposed to have --

**COUNCILPERSON HUBBARD:** (Unintelligible).

**COUNCILPERSON DAVIS JOHNSON:** -- provide -- reviewed that and made sure that there were no discrepancies when the information was put forth. Because according to the recommendation and motion, it says, "In authorizing the execution of the amendment of memorandum of lease to reflect the property description," and if I am not mistaken, my note said that that we were looking at the property description that was attached to Amendment 2.

**RICHARD JAROLEM:** That's -- that's -- that's -- oh, mike. Sorry about that. If -- if I may, I believe I -- I thought I addressed this, but I want to go back through as to why this was brought to my attention this afternoon, as well. And we sought to get to the bottom of it very, very quickly, and we were, in fact, able to do so.

The -- the different legal description, the one that differs from the legal description attached to the amendment to memorandum of lease was derived from the original lease prior to the giving up of the strip of land. The legal -- the differing legal description was gotten from the original lease. That was -- that is not the operative legal description under the lease. That legal description was changed pursuant to the second lease amendment when the City got that strip of land back. That -- that legal description is the one that should match what's before the council tonight.

That legal description is, in fact, attached to the Resolution 04-14 which is the approval of second lease amendment. The final two pages of this -- of that resolution and contents of the second amendment to the lease contains the legal description as certified by David Rohal from Calvin, Giordano & Associates. And it matches line by line, word by word, letter by letter, the legal description attached to the memorandum -- amendment to memorandum of lease. The legal description is identical to the one on the second lease amendment.

The only thing that is not attached to the memorandum of lease from the second lease amendment is the second page which is a rendering, a drawing of what is said in the legal description. If you -- if you go to the second lease amendment, the legal description by David Rohal, if you go to the second page of that, you can match up the -- the feet and lines to form the parcel. And the parcel that is depicted, according to Mr. Rohan [sic] in the second lease amendment does not include the hotel site.

If you look at the black lines which define the parcel in -- in the lease amendment, the second lease amendment of Resolution 04-14, the second page is a delineation of the legal description done by the same company at the same time, and you could see the borderlines on that show the parcel which is phase 1 or the Ocean Mall parcel and the hotel site omitted. I have that. If the council doesn't have that resolution it was part of a packet that I believe that was provided by Mr. Broussard. Is that correct?

**ARNOLD BROUSSARD:** (Nods head).

**RICHARD JAROLEM:** Yeah. It was part -- it's contained in there, and I -- I have it if you -- if someone needs me to bring it up to the dais. So to --

**CHAIRPERSON DAVIS:** Does anyone need to see -- view that copy?

**COUNCILPERSON HUBBARD:** Not at all.

**COUNCILPERSON DAVIS JOHNSON:** But just hold it up.

**CHAIRPERSON DAVIS:** She said just hold it up, sir.

**RICHARD JAROLEM:** Oh, I'm sorry. It's -- the final two pages would be --

**CHAIRPERSON DAVIS:** You can just make -- have staff make a copy so --

**RICHARD JAROLEM:** Okay.

**CHAIRPERSON DAVIS:** -- if you can just --

**RICHARD JAROLEM:** Sure.

**CHAIRPERSON DAVIS:** -- pass it down. A few copies for all the board members --

**RICHARD JAROLEM:** And what I --

**CHAIRPERSON DAVIS:** -- so they have all the same information.

**CITY MANAGER EVANS:** Yeah, it's actually included in the book. If you look --

**CHAIRPERSON DAVIS:** Oh, I'm sorry.

**COUNCILPERSON DAVIS JOHNSON:** I don't have (unintelligible).

**CHAIR PRO TEM MILLER-ANDERSON:** In the section amendment?

**CITY MANAGER EVANS:** It's under Exhibit C, second amendment to the ground lease, and it's --

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, last page at the back?

**CITY MANAGER EVANS:** Yeah. Last page in the back. You have Exhibit A and then you have the actual diagram.

**COUNCILPERSON DAVIS JOHNSON:** No. (Unintelligible). I don't have it in this package but it's okay.

**CITY CLERK ANTHONY:** Mr. Evans, which book are you referring to?

**CITY MANAGER EVANS:** The book that was provided by the Palm Beach Consulting Group. This one.

**COUNCILPERSON DAVIS JOHNSON:** Oh, this. Yeah.

**CITY MANAGER EVANS:** Yeah.

**COUNCILPERSON DAVIS JOHNSON:** Yeah, and that's what I'm looking at.

**CITY MANAGER EVANS:** Yeah.

**COUNCILPERSON DAVIS JOHNSON:** That's what I'm looking at.

**COUNCILPERSON HUBBARD:** Mr. Chair, I'd like an opportunity to respond to Mrs. Davis' question to me, also.

**COUNCILPERSON DAVIS JOHNSON:** Davis Johnson.

**COUNCILPERSON HUBBARD:** Oh, Miss Davis Johnson.

**CHAIRPERSON DAVIS:** Let -- let -- let's -- let's stay on this point.

**COUNCILPERSON HUBBARD:** We are. And this is the very same point.

**CHAIRPERSON DAVIS:** Same question?

**COUNCILPERSON DAVIS JOHNSON:** The same one she -- she wants -- yes, uh-huh.

**COUNCILPERSON HUBBARD:** (Unintelligible) very well that he could possibly answer.

**CHAIRPERSON DAVIS:** Go ahead. You have the floor.

**COUNCILPERSON HUBBARD:** Okay. Number one, in the second -- in the second amendment, whatever it read in the second amendment, we're now on -- we're now all the way up to the fourth amendment where GSF have lived and existed through the whole era. We have -- we have not went back and changed the -- the drawing or the description for either party. So for -- what is in the property appraiser's office, Dorothy Jacks, it clearly shows the description of the area at the Ocean Mall that GSF and the -- and the City both have interest in.

The other piece that is just the hotel piece just says the City of -- of Riviera Beach with the attached description. Now, when we look at the ground lease which is labeled Exhibit A in some other -- in some other documents, but if you notice, it has Attachment 4 at the bottom of the handouts that you have. It specifically states and gives a description of the area that is to be used for future -- for the hotel site. And it specifically states that this was intentionally excluded from the description. It was not a part of the lease at -- at -- at all. So to go back and say that each time it was changed, it was changed, it was changed, that we need to now ratify this, make -- and -- and attach it to a fifth amendment, if you will -- number one, they never asked us for a full-on fifth amendment. They just attached it to the transfer of the lease. There's no question about it.

It's right here in documents that are pulled from the County. We don't need to sign anything else, solidify anything any more than we have for these companies. And I think that the reason that we -- the reason that -- the reason that staff is

standing with them, whatever that might be, that's their -- that's their business. But I think as a community we got it in black and white and we shouldn't be doing this.

**COUNCILPERSON DAVIS JOHNSON:** Mr. -- so I agree that this was a bad lease going in and I think that no one disagrees with that. I don't -- contrary to my colleague's position, I don't see the substantial material change; however, the question becomes at what point does the City of Riviera Beach -- what -- at what point are we able to take advantage of a renegotiated state? Because the agreement is the agreement. It was a bad deal going in. We're -- we are nine years into this bad deal. So the question becomes -- I -- again, I don't see, based on what was submitted, a substantial change, because that piece of -- that piece of property that we're talking about says that Riviera Beach owns it and that it is the -- it states what the value is. So at what point can we make material changes to the terms and conditions of the negotiated lease?

**CITY ATTORNEY DeGRAFFENREIDT:** Can I speak to that, please, if you don't mind?

**UNIDENTIFIED SPEAKER:** You're the attorney.

**CITY ATTORNEY DeGRAFFENREIDT:** We had discussions -- we had discussions relating to this. And there are two things that we established that -- for perspective reasons, I cannot go into detail.

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh.

**CITY ATTORNEY DeGRAFFENREIDT:** One was we have an existing lease which we agreed to. Two, because we're transferring that lease does not preclude the opportunity of bettering our position. We discussed why we believe that to be true.

**CHAIRPERSON DAVIS:** Yeah.

**CITY ATTORNEY DeGRAFFENREIDT:** And that cannot be discussed in public forum. But you will recall we had those discussions.

**CHAIRPERSON DAVIS:** Uh-huh.

**CITY ATTORNEY DeGRAFFENREIDT:** So the transfer of the lease does not preclude those opportunities that you're concerned with.

**CHAIRPERSON DAVIS:** So to piggyback off what -- as you answer that question, for the public to understand completely everything, we --

**CITY ATTORNEY DeGRAFFENREIDT:** I don't want them to understand. I want you to understand.

**CHAIRPERSON DAVIS:** I understand.

**CITY ATTORNEY DeGRAFFENREIDT:** Okay.

**UNIDENTIFIED SPEAKER:** But we need to understand.

**CHAIRPERSON DAVIS:** But --

**CITY ATTORNEY DeGRAFFENREIDT:** Okay.

**CHAIRPERSON DAVIS:** -- but my issue is there is a strategy to do it, yes or no?

**CITY ATTORNEY DeGRAFFENREIDT:** And we discussed it.

**CHAIRPERSON DAVIS:** That's all I want the public to understand.

**CITY ATTORNEY DeGRAFFENREIDT:** Okay.

**CHAIRPERSON DAVIS:** Because that's been -- that's been drilled and --

**CITY ATTORNEY DeGRAFFENREIDT:** Affirmative.

**CHAIRPERSON DAVIS:** -- drilled and drilled. But I want to make sure tonight that the public understand that staff has done everything that they could to make sure that we're in a great position. There's a strategy in place to make sure that we don't have no -- as Mr. Walker said, no more -- no more welfare, because we're not going to keep subsidizing that waterfront development for any cost. Staff has done a wonderful job starting with Mr. Evans, the way he has built the team around him to give us recommendations.

I follow the law, what's required, what we can and can't do. And anything that we can do to abstract a strong position or financials for the -- all the public, we have done everything that we need to do at this point. But there's some things legally - - I ain't going to say legally -- the strategies that you'll want to negotiate and talk about in public that will put us in a different position from tonight. So let's be very careful as we move forward with those strategies.

**MAYOR MASTERS:** Mr. Chairman?

**CHAIRPERSON DAVIS:** Mayor, you have the floor.

**MAYOR MASTERS:** Thank you. I don't know what strategies are.

**UNIDENTIFIED SPEAKER:** They don't, either.

**CHAIRPERSON DAVIS:** You should have came --

**MAYOR MASTERS:** Hold on. I'm the Mayor of the city. I don't know what those strategies are. I need to know what those strategies are. No one has told me.

**CHAIRPERSON DAVIS:** Mr. -- Mr. -- Mr. Jarolem?

**RICHARD JAROLEM:** Yes.

**MAYOR MASTERS:** Okay?

**CHAIRPERSON DAVIS:** If you or DeGraffenreidt or Mr. Paul Skyers or Mr. Broussard want to go in the back and sit down that the Mayor is informed of those strategies so he cannot speak about it and negotiate publicly? Let's make sure he have the same information that we all sat in hourless and countless meetings of that we all should have got the -- hopefully got the same information to where we are. But to talk about it publicly, Mayor, it would not be in the best interest of the City of Riviera Beach.

**MAYOR MASTERS:** I'm just saying that --

**CHAIRPERSON DAVIS:** But we want to make sure you get that information.

**MAYOR MASTERS:** -- nothing --

**CHAIRPERSON DAVIS:** So if you want to go in the side door somewhere and --

**CITY ATTORNEY DeGRAFFENREIDT:** I'll meet him in the back.

**CHAIRPERSON DAVIS:** Yes. Thank you, sir.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**MAYOR MASTERS:** I'm just putting on the record that none of the men --

**COUNCILPERSON HUBBARD:** I don't have that information, either.

**MAYOR MASTERS:** -- shared it with me. That's all.

**CHAIR PRO TEM MILLER-ANDERSON:** Neither do I, Chair.

**COUNCILPERSON HUBBARD:** I don't have that strategy, either. So if there's a strategy at play, then part of the dais is not informed as to what that -- as to what that is at this time.

**MAYOR MASTERS:** Okay. So let's be -- let's -- let's -- let's -- hold on. Hold on. I want to be fair to all my colleagues. Okay? Let's -- let's slow down. I -- hold on. Let's -- let's slow down. Let's slow down. All I'm stating is have we all met with staff? Is that -- have we all agreed we all met with staff, correct?

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**MAYOR MASTERS:** So we had countless -- have everyone discussed strategy with staff? Oh, no one didn't? If you haven't let's raise our hand. If you haven't



discussed strategy with staff.

**CHAIR PRO TEM MILLER-ANDERSON:** We had a conversation.

**MAYOR MASTERS:** If -- if you haven't discussed it -- 'cause we want to make sure that you get a chance to do that. So if you haven't discussed strategies with staff, please raise your hand so we can pull you off to the side and get that done tonight.

**COUNCILPERSON HUBBARD:** Wow.

**CITY ATTORNEY DeGRAFFENREIDT:** Mr. -- that's not -- the purpose of the comment was to --

**CHAIRPERSON DAVIS:** I'm trying to --

**CITY ATTORNEY DeGRAFFENREIDT:** -- say in our discussions it was clear that what you're asked to do tonight --

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DeGRAFFENREIDT:** -- which is transfer the lease, does not preclude the primary concern of what I heard --

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DeGRAFFENREIDT:** -- on the dais and from the public. And that is to have a better position through negotiation.

**CHAIRPERSON DAVIS:** Okay.

**CITY ATTORNEY DeGRAFFENREIDT:** The transfer does not preclude that.

**CHAIRPERSON DAVIS:** Understood.

**CITY MANAGER EVANS:** And Mr. Chair, if I may, one of the components that were discussed with relations to the part of the strategy was talked about briefly here in the meeting. And that is the parking with the City having the exclusivity to be able to invoke charging for parking. That is something that we would like to discuss with the council as part of the budget discussions and seek direction as to how the council would like to proceed. We've already conducted a study which is part of the packet to be able to bring that before the council and get recommendations as to how do we proceed forward with that particular item. But that, we believe, is a leverage point to begin the discussions and the conversations as to how do we negotiate a better deal for the City of Riviera Beach.

**CHAIRPERSON DAVIS:** Thank you, Mr. Evans.

**RICHARD JAROLEM:** If I may?

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Mr. Jarolem --

**COUNCILPERSON HUBBARD:** Well, is --

**CHAIRPERSON DAVIS:** -- to go and come back to Councilperson Hubbard. Go ahead.

**RICHARD JAROLEM:** With -- with regard to what Mr. Evans hit upon, perhaps it might be advantageous to hear from Mr. Skyer who's got the economic factor --

**COUNCILPERSON HUBBARD:** This is deliberation for the board.

**RICHARD JAROLEM:** -- on --

**COUNCILPERSON HUBBARD:** There's a motion on the floor, and I don't think that that's proper any more than it is for you to be inserting into the deliberation that's on the dais at this time.

**CHAIRPERSON DAVIS:** No. No. We're making sure that everyone has no misinformation 'cause we've been dealing with this for a while. And I want to make sure everyone from the public is very informed about all the information and the money that we're spending with these professionals are clear about what's happening.

**COUNCILPERSON HUBBARD:** We've had our presentations.

**CHAIRPERSON DAVIS:** So you've had your presentation. They've had theirs. We're going to deliberate. Mr. Evans gave some clear information out for the public to have. Jarolem just wanted to kind of piggyback off of it and I just want to hear what he had to say.

**RICHARD JAROLEM:** And all I was going to ask is that Mr. Skyers --

**CHAIRPERSON DAVIS:** Yeah.

**RICHARD JAROLEM:** -- perhaps can come and address the economics of the parking that Mr. Evans alluded to.

**COUNCILPERSON HUBBARD:** Excuse me about the -- the parking.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** Mr. -- Mr. -- Mr. Chair, let me say this in reference to the parking.

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

**COUNCILPERSON HUBBARD:** We are real clear that we have access to take the funds for the parking. That's a given. We're not confused about that by any stretch of the imagination. What I'm saying to you, we had a -- in addition to the parking, we had another opportunity to renegotiate the contract which you -- the lease which you told us that we didn't.

You also told us that we did not have an opportunity -- I mean, that we had no other choice but to transfer. There were two opportunities. The major -- the major changes, the substantial changes in the lease agreement was this: the fact that there are two different parcels. They put in here and a change -- a description that included the hotel space which is approximately three acres which is worth \$4 million. That's a substantial change to what you had before. Two more acres that is worth \$4 million is just that, a substantial change. A substantial change is what opened the door for us to renegotiate the lease as it was. So to tell me that I'm going to get \$700,000 for the parking, I get that. But what I'm also saying to you is I could have gotten more than \$5,000 a month given the opportunity to exercise my right to go back to the table to negotiate for more than \$5,000 a month and that's what they have deprived us of.

**CHAIRPERSON DAVIS:** Okay. Commissioner -- Councilperson --

**COUNCILPERSON DAVIS JOHNSON:** Mr. --

**CHAIRPERSON DAVIS:** -- Hubbard --

**COUNCILPERSON HUBBARD:** I'm done.

**CHAIRPERSON DAVIS:** -- you done? You done? Okay. I want to make sure. Councilperson Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Evans, would you call Mr. Bailey to the floor?

**CITY MANAGER EVANS:** Certainly.

**COUNCILPERSON DAVIS JOHNSON:** I want to know definitively, is there a substantial change in the description.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Terrence Bailey, Community Development Director. I had the opportunity to review the legal description and no, there is no substantial change from the legal description provided in the second lease agreement -- amendment. The second lease amendment.

**COUNCILPERSON DAVIS JOHNSON:** And the resolution and the attached amendment is identical to the property description from the second amendment?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** They are the same tracts of land, yes.

**MAYOR MASTERS:** Is there any change at all?

**UNIDENTIFIED SPEAKER:** You need to amend it.

**COUNCILPERSON HUBBARD:** Thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. Thank you so much. Thank you so much.

**MAYOR MASTERS:** Mr. --

**CHAIRPERSON DAVIS:** Let -- hold on, Mayor. Hold on, Mayor. We --

**MAYOR MASTERS:** No.

**COUNCILPERSON DAVIS JOHNSON:** There was no --

**CHAIRPERSON DAVIS:** -- we got -- she still has the floor. She still has the floor.

**COUNCILPERSON DAVIS JOHNSON:** There was no -- there is no second amendment. We are just -- according to staff, we are reflecting the property description. Mr. Bailey?

**MAYOR MASTERS:** Well, I have a question for you, too, Mr. Bailey, before you leave, when the Chair gives me the floor.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** My apologies. Could you repeat, please?

**COUNCILPERSON DAVIS JOHNSON:** I said there is -- this is not an amendment. This is -- we are recording the property description?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** I believe that's a more legal question. I can identify that the legal description in the second amendment is the same tract of land in the resolution you're considering from a -- the legal description itself. What happens with that legal description is more a -- a part of the resolution and sort of this transaction.

**CITY MANAGER EVANS:** And that excludes the 2.5 acres, the hotel site, which the City has granted an easement over for the purposes of providing for parking for the Ocean Mall?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Correct.

**UNIDENTIFIED SPEAKER:** But not the hotel.

**CITY MANAGER EVANS:** That -- that's the part -- that's the part we're referencing, the 2.5 acres. That's the site that's referred to as the hotel. There was an easement granted for the purposes of parking.

**UNIDENTIFIED SPEAKER:** Well, why can't they (unintelligible)?

**COUNCILPERSON HUBBARD:** We are clear on that.

**CHAIRPERSON DAVIS:** Please. Please, we're not -- we will not be addressing the public. We have an opportunity --

**MAYOR MASTERS:** Mr. Bailey, please stay.

**CHAIRPERSON DAVIS:** -- for public --

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Hold on, Mayor. We will have opportunity at Public Comment soon so that they can ask some more questions and then we'll address those questions at that time. Thank you, Mr. Bailey.

**MAYOR MASTERS:** Thank you. Mr. Bailey -- thank you, Mr. Chairman. Mr. Bailey, I know we're saying "substantial change," and I know you're saying that the -- a legal question about change should be to -- a legal question. But I need to ask you directly. Was there any change, period?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Any change in the legal description or the land that we're describing?

**MAYOR MASTERS:** Any change. Any change about anything that we're talking about.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** No. The tracts of land that are described in the second --

**MAYOR MASTERS:** Is that -- is that a yes or no?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Are there any changes in the -- the land that we're just talking about?

**MAYOR MASTERS:** Was there any change -- was there any change at all?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** I didn't know -- I didn't -- I don't believe there is any change in the --

**MAYOR MASTERS:** Not what you believe. I need you to answer my question. Is -- was there any change? Just yes or no. And I'm -- I'm good.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Well, I mean, obviously

when you look at the two pieces of paper, aesthetically they're different. They were prepared by different individuals. So the paper is different. So to say that it is identical is not accurate. But the land that they're describing is the same land.

**UNIDENTIFIED SPEAKER:** (Unintelligible).

**CHAIRPERSON DAVIS:** Please don't.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair Davis, could I just say something right quick about the --

**CHAIRPERSON DAVIS:** Hold on. Let -- Mayor, are you done?

**CHAIR PRO TEM MILLER-ANDERSON:** -- portion --

**MAYOR MASTERS:** I am with -- with him (unintelligible).

**CHAIRPERSON DAVIS:** Vice Chair, go ahead.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So on the recommendation -- recommendation motion it says, "Staff recommends approving consenting to GSF, Florida Retail, LLCs, request a transfer leasehold interest from the Ocean Mall to RH 2401 Ocean, LLC, and the authorization and authorizing the execution of the amendment of memorandum of lease to reflect the property description." So explain that part of it.

**RICHARD JAROLEM:** The provisions of the lease provide that the lease is nonrecordable. That's -- that's the first issue. When the second lease amendment was executed, which contains the same legal description that -- that the --

**CHAIR PRO TEM MILLER-ANDERSON:** Wait a minute. Go back to the nonrecord -- you said it was nonrecorded.

**RICHARD JAROLEM:** The lease -- the lease has a provision in it that this lease shall not be recorded in the public records.

**CHAIR PRO TEM MILLER-ANDERSON:** And what -- what is -- why is that?

**RICHARD JAROLEM:** Mean --

**CHAIR PRO TEM MILLER-ANDERSON:** Explain that part.

**RICHARD JAROLEM:** -- it was some -- a lot of -- a lot of municipalities and parties do not necessarily want the terms of their leasehold to be readily available in the public records to click on.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**RICHARD JAROLEM:** And back when the original lease was entered into -- I think it was 2006 or 2008, it was not an uncommon occurrence to provide that this lease shall not be recordable. So what customarily would happen is a separate memorandum of lease would be prepared which doesn't give the dollars and cents of it but which would designate the term and duration of the lease with a legal description would get recorded. A memorandum of lease would get recorded but not the lease itself. That was done in connection with the original Ocean Mall lease.

When the second lease amendment was entered into, it is a binding agreement between the City. It is a lease. But pursuant to the nonrecordability, no one updated the memorandum of lease to reflect the revised parcel which actually is less land than the original lease. The revision to the second amendment -- if I haven't been clear on this, I don't know what words to use. The second lease amendment provided for a return of a strip of land from the tenant to the City. So the revised legal description is actually less land than the original lease. And the hotel is still carved out on the second lease amendment.

The legal description as you heard from Mr. Bailey referenced the carve-out for the hotel site. And in the second lease amendment itself in addition to the legal description there is a diagram of the parcel that that legal description provides and it clearly has the hotel carve-out. The language that you're looking at in the proposed amendment to memorandum is the same language as in the second -- as in the second lease amendment and is being done to effectively tell the world in the public records and be recorded that this is now -- this is the parcel. That's it.

**CHAIR PRO TEM MILLER-ANDERSON:** What -- okay. And I -- I understand your explanation. But why is it so important that we do it now when it had not been done in all this time? What -- what has changed or what --

**RICHARD JAROLEM:** I don't know. Quite honestly, that's not a question I know. Because it wasn't a request by the City. It was a request by -- by --

**CHAIR PRO TEM MILLER-ANDERSON:** Well, who -- who could answer?

**RICHARD JAROLEM:** -- by GSF.

**UNIDENTIFIED SPEAKER:** Title insurance.

**RICHARD JAROLEM:** There we go. The -- the answer --

**CHAIR PRO TEM MILLER-ANDERSON:** What is it?

**RICHARD JAROLEM:** -- if -- if you want to hear from GSF or otherwise, it involves the issuance of title insurance on behalf of GSF when it's conveying the leasehold interest to the potential buyer and the ability to gain insurability that they truly own whatever they say they own as far as the leasehold interest. And

that a title company can issue insurance for that.

**CHAIR PRO TEM MILLER-ANDERSON:** So they were not -- unable to have insurance before because of it?

**RICHARD JAROLEM:** Title insurance.

**CHAIR PRO TEM MILLER-ANDERSON:** Title insurance?

**RICHARD JAROLEM:** Title insurance. And title insurance really only comes --

**COUNCILPERSON PARDO:** Title insurance.

**RICHARD JAROLEM:** -- into play upon a transfer of sale.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So I may be getting too deep here. With TJAC, did they ever get to that point?

**RICHARD JAROLEM:** No. They -- they did not get to that point. We -- the City approved them and generally you're -- and we weren't subject to the day in and day outs of it. But in general with real estate transactions, title insurance is issued and it's required at the closing. It's one of the final things you do because you want to make sure there's no liens on the property. TJAC pulled out of the deal prior, I think -- long before even the eve of closing where title insurance would be an issue. That's at least my understanding. Mr. Richards might know better because he was part of that transaction. We weren't.

**CHAIR PRO TEM MILLER-ANDERSON:** So what about when it -- the -- when it went to GSF?

**RICHARD JAROLEM:** No title insurance. It was not needed because it was -- the leasehold mortgage was the one that conveyed title.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**RICHARD JAROLEM:** It's essentially a foreclosure.

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

**RICHARD JAROLEM:** The BB&T would have gotten that title clean. It would have come out of the foreclosure with no liens. They were the leasehold mortgage.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**RICHARD JAROLEM:** And that foreclosure would have, for lack of better term, erased or crushed any liens below it so it was coming out clean. I don't know if GSF got title insurance. If they did, the parcel would have still been the same parcel as identified in the original lease and the original memorandum of lease.



So if -- it would have been insurable at that point. The -- the parcel changed only after GSF had it pursuant to the second lease amendment. Does that make sense?

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

**CHAIRPERSON DAVIS:** Well, actually, I'll wait.

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

**CHAIRPERSON DAVIS:** If I recall, when Zvi, the other company, tried to purchase, they came before us trying to do the same thing, if I'm correct, correct?

**RICHARD JAROLEM:** TJAC, LLC --

**CHAIRPERSON DAVIS:** Was it TJAC?

**RICHARD JAROLEM:** TJAC Singer Island --

**CHAIRPERSON DAVIS:** Right.

**RICHARD JAROLEM:** -- LLC did, in fact, come before the council and seek transfer -- seek approval for the transfer of the lease. That approval was initially denied but subsequently, after Mark Greene and Zvi Schwarzman signed personal guarantees toward the performance --

**CHAIRPERSON DAVIS:** Uh-huh.

**RICHARD JAROLEM:** -- the transfer was approved but the deal was never consummated.

**CHAIRPERSON DAVIS:** Okay. Thank you. I just wanted to make sure that this -- yeah. Mayor?

**MAYOR MASTERS:** Mr. -- yes. Good evening.

**RICHARD JAROLEM:** Good evening.

**MAYOR MASTERS:** How are you? It's important for you for the Mayor to support this, isn't it?

**RICHARD JAROLEM:** It's always -- and -- and Mayor, I welcome any questions.

**MAYOR MASTERS:** Well, my question is at any time did you contact the Mayor's Office?

**RICHARD JAROLEM:** I contacted the city attorney. I did not contact directly --

**MAYOR MASTERS:** My question -- my -- my --

**RICHARD JAROLEM:** No, sir.

**MAYOR MASTERS:** Okay. You never spoke to me about any of this, right?

**RICHARD JAROLEM:** No. No, sir. In fact, the protocols that are in place with regards to my contact with the council is to coordinate --

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

**RICHARD JAROLEM:** -- is to coordinate through the city attorney.

**MAYOR MASTERS:** That's fine. Mr. -- Mr. DeGraffenreidt?

**CITY ATTORNEY DeGRAFFENREIDT:** Yes.

**MAYOR MASTERS:** At -- at any time did you have any discussion with me about this lease?

**CITY ATTORNEY DeGRAFFENREIDT:** Not to my recollection in terms of the briefing we gave --

**MAYOR MASTERS:** Thank you.

**CITY ATTORNEY DeGRAFFENREIDT:** -- the council. I do not recall that.

**MAYOR MASTERS:** Thank you. I don't need to be here, then. Y'all have a good night.

**CHAIRPERSON DAVIS:** Mayor. Mayor, you need to be here on all issues. All matters.

**MAYOR MASTERS:** They have totally disrespected the mayor. Here's -- here's our attorney. He has not spoken to me. No one has.

**CHAIRPERSON DAVIS:** Hold -- let -- hold on. Hold on. Hold on.

**MAYOR MASTERS:** What's the purpose of me being here?

**CHAIRPERSON DAVIS:** So Mr. Evans, now, we -- I know there was a memo and information that went out requesting everyone -- and we discussed this in a public meeting that we all should schedule with staff. Based upon that discussion in that meeting, I set my appointment with staff. Okay? And even one time -- at one time I had an appointment and I had to give up mine because someone needed more time to get their questions, which I respected and I was cool with that. So I'm trying to find out, Mayor, why didn't you schedule an appointment?

**MAYOR MASTERS:** Mr. DeGraffenreidt has already answered my -- let me just say this. You know, this -- this -- this happens -- this is not the first time this has

happened. People come in here. The mayor doesn't know until the 11<sup>th</sup> hour. It happened with the warehouse and we see how that turned out. So I've heard a lot of discussion about this back and forth. I've heard -- I've read all of my e-mails that I've gotten from the islanders. I have spoken to many people from the mainland on this issue. And I have answered -- tried to answer all of them because that's just the right thing to do. But I was very surprised -- and this does not have nothing to do with you. I'm just making my statement and I'm done with this issue. I was very surprised that I got an e-mail from the one particular person on the e-mail, from her -- I was very surprised, and the reason why is because that person went up and down the street when I was running for mayor and told everybody who had a sign, "Take the mayor's sign out." Totally disrespect. And then somewhat intimidated the neighbors to even have my sign and they came back and told me and stopped talking to people on the street because they were supporting me.

But yet they sent me an e-mail. You know, this has to stop. Don't just send me an e-mail when you think the mayor needs to speak. I'm the mayor before I need to speak. You invite me to your block parties. I come. And you don't even recognize or say, We're happy to have the mayor here, but you recognize the mailman and the mail carrier. But you won't say anything about the mayor. But let me just make my point. And I've thought about this, and what I think --

**UNIDENTIFIED SPEAKER:** What is he talking about?

**MAYOR MASTERS:** -- that there needs to be a meeting of the minds of all the parties. Of all the parties. To sit down again and try to work out -- I'm -- I'm not worried about court threats and all these other things. We're sued every day. But as far as -- as Joshua said, for me and my house, my recommendation is -- and I speak only for me -- that this is -- you know, I don't want to be the person in my neighborhood to go to my community and someone says, "Mr. Mayor, what did you say? Did you -- did you give the beach away for 5 --" I'm not going to face that because I'm not going to tell you that that's where I stand. Where I stand is to go back to the table. All the parties. 'Cause I'm not satisfied at all of what I've heard. And I've heard a lot. And I'm also going to say one more thing to the gentleman who made those comments about Miss Tina White. I was very disappointed --

**UNIDENTIFIED SPEAKER:** Amen.

**MAYOR MASTERS:** Hold on. I'm going to finish. I was very disappointed in your comment, sir. First of all, it's a private conversation and we had no privilege to either party. But what I don't like is for people to come in to this community and try to select our leaders, our activists. Miss White is a brilliant young -- I don't agree with her on some things. She gets mad at me and hangs up the phone on me, too. You know, and I'm just telling you that.

But no one comes in and choose or select who our activists are or what they

should be, who our leaders are or who people who speak for other people who can't speak for themselves. And I think that should have been directed to her, not on the microphone. So in the final analysis, go back to the table, everybody. I don't like rush deals. I don't want anybody to say, We've got to do it and we've got to do it now. No, you don't. Thank you, Mr. Chair, for giving me that time.

**CHAIRPERSON DAVIS:** What I would like to do -- Vice Chair, go ahead. I --

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. I just wanted to ask a quick question. I'm not sure if we talked about it. About the -- the area for the hotel. That we still control that part?

**RICHARD JAROLEM:** You still -- you still absolutely -- what you have ceded or - or agreed to is that GSF or the tenant could use the hotel site for parking, parking only.

**CHAIRPERSON DAVIS:** Only.

**RICHARD JAROLEM:** It is not part of the lease premises. It cannot be used for anything else, and it is not part of the legal description that is included in the second lease amendment.

**CITY MANAGER EVANS:** And in the event they --

**RICHARD JAROLEM:** And to the extent, I wanted to apologize to the Mayor if I disrespected him in any way.

**CITY MANAGER EVANS:** And in the event they wanted to do anything on that particular site, when would that occur?

**RICHARD JAROLEM:** Other than parking? They have the right to use it for parking. Other than parking, they have no right. They cannot mandate anything. It would be up to the pure and simple discretion of the City if they wanted to allow that and under what terms and under what concessions or under what compensation for that use.

**CITY MANAGER EVANS:** So conceivably in the event that they wanted to do something different on that site, that would be an item that we can utilize as a leverage point to open up negotiations with respect to the agreement?

**RICHARD JAROLEM:** It would be a shame if you didn't.

**CHAIRPERSON DAVIS:** Bingo.

**CITY MANAGER EVANS:** And Mr. Chair, one of the things, also, as part of the presentation, we have provided the council with four options. One to include the opportunity, if it was the pleasure of the council, not to sign the lease. So there is four options in there, that being one of them as well. And we can put that slide

show up if it is the pleasure of the council to do so.

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. Just to remind --

**CHAIRPERSON DAVIS:** Yeah. You want to put them up?

**CITY MANAGER EVANS:** Yeah.

**CHAIRPERSON DAVIS:** Sure. Let's go -- let's put those options up so --

**CITY MANAGER EVANS:** Mr. Broussard?

**CHAIRPERSON DAVIS:** -- you -- you can -- we want as much information that we can provide for the public is great.

**COUNCILPERSON HUBBARD:** While he's doing that, Mr. Chair?

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

**COUNCILPERSON HUBBARD:** There was a question that I did hear from the public. If any of this is true at all, why would they need to present us with this amendment? Now, if we read, you know, the verbiage here and it states that this was set aside for the future hotel use, but they -- they're coming back to us to include -- to update, as they put it, the -- the lease to -- to change the physical description, why are they here with that if there is no difference? If it's identical? What would we be changing if it is identical? So we have got to know that this is not true that's -- what's being presented to us.

**CHAIRPERSON DAVIS:** Would you -- would you guys like to come and answer that question?

**RICHARD JAROLEM:** I believe I already have but I will answer it again.

**CHAIRPERSON DAVIS:** Yes.

**RICHARD JAROLEM:** Because if I'm not clear on it --

**CHAIRPERSON DAVIS:** Go on, reach the public.

**RICHARD JAROLEM:** -- then I want -- I want to be. The -- there is no change between the lease amendment number two which redefined the parcel to give the City back land. As I -- as I previously stated, the -- what they're asking for, the lease provides it cannot be recorded, which means it cannot be put in the public orders to be used to rely upon for title insurance. So what is done when you have a provision in a lease which says this lease shall not be recorded, a memorandum of lease is recorded.

The memorandum of lease was recorded on the initial draft of the lease prior to the -- the legal description changing as part of this second lease amendment.

The memorandum has not been needed to be recorded up until this point because GSF has been holding the property. They have the leasehold interest and the reason for the -- the recordation now as stated by GSF is so that title insurance can be issued upon the transfer. It's -- it's a -- it is prudent for a buyer and a seller to obtain title insurance in their transaction of just about every real estate deal you can think from the smallest of condominiums all the way to the multi-billion dollar parcels. It's simply -- what title insurance does is it makes sure for the buyer and the seller that the seller can convey what they say they can. The buyer can feel confident in getting the property as to what they agreed upon and if anything goes wrong, the -- there's an insurance company in the middle to cure the problem and make it right. So the reason for the recordation of the memorandum of lease is so that that insurance company will accept the risk and write the policy to make sure for the buyer and the seller that this transaction as contemplated is closed and if there are any problems subsequent, there's insurance in place to solve it.

**COUNCILPERSON HUBBARD:** Mr. Jarolem --

**COUNCILPERSON DAVIS JOHNSON:** Mr. --

**COUNCILPERSON HUBBARD:** -- two questions to your comments and your explanation. If -- if that is the case -- you stated that it was recorded with the -- with the first -- in the first amendment?

**RICHARD JAROLEM:** No. Not the first amendment. With the original lease.

**COUNCILPERSON HUBBARD:** With the original lease.

**RICHARD JAROLEM:** Yes.

**COUNCILPERSON HUBBARD:** So if it was -- if the description was recorded with the first lease, then -- and you're making reference now only to the -- the second lease. The second amendment. I'm sorry.

**RICHARD JAROLEM:** Yes.

**COUNCILPERSON HUBBARD:** But yet in Dorothy Jack's -- the property appraiser's --

**RICHARD JAROLEM:** Sure.

**COUNCILPERSON HUBBARD:** -- statements, the land that GSF has and the -- and Riviera Beach has, she -- she clearly depicts the box which the Ocean Mall - - the whole area, then there's an inner box that shows where the hotel is. Now, we're real clear on the fact that they are allowed to park on that. But then if you go over two more documents to the one that says just the City of Riviera Beach, it reference the hotel space.

**RICHARD JAROLEM:** Okay.

**COUNCILPERSON HUBBARD:** Also attached to that is the text that explains that it was deliberately and intentionally left out.

**RICHARD JAROLEM:** Sure.

**COUNCILPERSON HUBBARD:** There was no mistake or Scribner's error to say that they didn't include it in the legal description. It states real clear that we intentionally left it out. The other business developers have been able to move forward and to recede. I understand title insurance. I understand why it's important to have title insurance. What I also understand, that whatever we sign that upgrades that ground lease gives them more control over what they should not have that's -- that that is ours.

We have given them the right to park on it. They're still able to park on it. With everything that the property appraiser's office have in her records, I state that they can acquire the insurance that they need to do the job. They -- because number one, why was this not presented in a manner that was forthcoming to this council in the first place? Because it was a material difference. So we could not exercise our right as you have been telling us all night that that is -- that's what it takes for us to go back and negotiate for a better deal outside this glorious parking that y'all think that we should live and die for. The -- this is -- this is a substantial change that they're asking because they would not be coming here to ask us for this. And this is not -- I submit to you that this is not just for title insurance. Here again we continue to make more mistakes and go down that rabbit hole.

**CHAIRPERSON DAVIS:** Miss Hubbard --

**COUNCILPERSON HUBBARD:** And -- and then we sit back and said, "Oh, we had a great plan. This was a bad deal." Now, we know this is a bad deal. So let's not make another bad deal.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question.

**CHAIRPERSON DAVIS:** Sir?

**RICHARD JAROLEM:** Miss Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**RICHARD JAROLEM:** I want to be clear on this because I'm not -- and forgive me. I'm not understanding some -- some -- there seems to be a disconnect between us on this issue. And I want to -- I want to be clear. The -- the parcel that the tenant has is defined in the lease as amended. That is what they get. The City -- the City agrees to anything and that parcel is defined in the lease. The original parcel description was part Exhibit A to the original ground lease.

That was amended pursuant to the second lease amendment.

What the second lease amendment changed, it had nothing to do with the hotel site. The second lease amendment and the legal description contained therein had nothing to do with the hotel site. What the -- what the change in the second lease amendment did was actually reduce the leased premises and gave the City that strip of parking across Ocean Court.

Now, with regard to that issue, as part of the second lease amendment, a surveying company was -- was retained, and they put together the legal description which still carves out the hotel site. And in addition to that legal description, they have a second page delineating what that legal description means in actual diagram. Now, that language was -- is the same language with the legal description, is the same language that is contained in the proposed recordation of memorandum of lease.

It's been looked at by myself to go word-for-word when this issue came up today. It's been looked at by Mr. Bailey. It's been looked at by Miss Johnson. And we can find no differences in the legal description between the second lease amendment and the memorandum. And to the extent that that's all I can tell you is as long as that legal description is consistent with the second lease amendment, it is the revised lease premise. I don't know about Miss Jacks. I don't know what she was recording or wasn't and the recordation of it. The legal description that -- that comprises the legal premises is that identified in the lease or its subsequent amendments.

**CHAIRPERSON DAVIS:** I -- really quick.

**COUNCILPERSON HUBBARD:** Go ahead.

**CHAIRPERSON DAVIS:** The public's been waiting quite some time for Public Comment. I don't want to hold them any further.

**UNIDENTIFIED SPEAKER:** (Unintelligible) Public Comment?

**CHAIR PRO TEM MILLER-ANDERSON:** What kind of Public Comment?

**CHAIRPERSON DAVIS:** The regular Public Comment. We had comments on just the item earlier. So now I want to just go to the actual Public Comment. Let's -- Mr. Richards and then we go to Public Comment. Come on.

**WAYNE RICHARDS:** Mr. Chairman, thank you. I just want to speak to number four. And I appreciate the -- the Manager's desire to provide options to his board. Option four does not -- option four does not work for us. And I want to say this in a very respectful way. And option four is that you do nothing today.

But page 26 of the lease amendment, Mr. Manager and Council, says, "Landlord agrees and acknowledges that it will enter into any amendments to the lease in



order to reflect any other commercially reasonable terms that the leasehold mortgagee may, from time to time, reasonably request to conform -- to confirm and protect their rights and interests."

So once again, this is solely, Madam Councilman Hubbard -- this is solely to obtain title insurance. There's been testimony on -- there's been comments on behalf of your outside counsel and your in-house counsel, and there's no confusion that the legal description is the same that's already approved in the second amendment. What we did, though, was we had a -- this is an attempt to legally be able to record the legal description. That's all we're doing. So your lease provides an affirmative duty, Mr. Chairman, to -- to do this. Your lease also provides also commercially reasonable terms. It says that you will provide an estoppel certificate indicating how much the rent is, whether the rent is paid or how often it's paid. These are standard items that are required in a commercial transaction, and that is why option four does not work, 'cause we need those standard commercial -- commercial reasonable terms, if you will.

**COUNCILPERSON HUBBARD:** Mr. -- Mr. Chair?

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

**COUNCILPERSON HUBBARD:** We enjoy the pleasure of the commercial reasonable terms, also. And in that it states that the -- the identity and the credibility, what I -- what I said to you, the character. We don't believe that in -- a good-faith effort was made to us to present exactly -- I don't believe. Let me say that. I don't believe that you presented to us the full intent of what they were trying to do. We continue to say that these two terms were identical. Mr. Jarolem said that he doesn't know what Dorothy Jacks, the property appraiser, is recording. Someone went down there and recorded this stuff along with the -- along with the description.

She didn't make this up on herself. So for him to say that he needed a recorded description in order to buy title insurance, he has it. He has it. And you yourself stated that it's identical and there has not been any changes to it. So again I say to you, for us to continue to sign and to stand here and -- and tell us that this is because the memorandum needed to be recorded so that they can get title insurance, it -- it's just not adding up and it just doesn't wash. This again is a substantial change because one, over here we state that they have control of the surrounding area which depicts the Ocean Mall. The inner box depicts the hotel section which they have an easement to use. But we're not talking to change that so that they can get any more control than they already have over a 4 million piece of property.

**WAYNE RICHARDS:** Miss Hubbard? Miss Hubbard, are you aware that the first memorandum of lease was recorded? Do -- do you know that?

**COUNCILPERSON HUBBARD:** He just stated that -- that the first memorandum

of lease was recorded.

**WAYNE RICHARDS:** You do know that?

**COUNCILPERSON HUBBARD:** The original -- the original was recorded.

**WAYNE RICHARDS:** Do you -- you do know that?

**COUNCILPERSON HUBBARD:** That's what he stated.

**WAYNE RICHARDS:** And are you -- are -- so you do know that?

**COUNCILPERSON HUBBARD:** So why -- so why isn't it -- so -- so what is the change for this one?

**WAYNE RICHARDS:** I'll tell you. Well, your inside counsel and your outside counsel and your staff, I think three or four times tonight, said that when we gave the City -- when the City took out a piece of land that modified the legal description. And that legal description has not been recorded yet. And now that there's a buyer, that's what we're doing. That's all.

**CHAIRPERSON DAVIS:** (Unintelligible).

**COUNCILPERSON HUBBARD:** No.

**WAYNE RICHARDS:** I -- I heard him say that a few times.

**COUNCILPERSON HUBBARD:** And that's what I'm telling you is not all that is happening.

**WAYNE RICHARDS:** He's your guy. He -- he's -- this is your staff.

**COUNCILPERSON HUBBARD:** No. They're -- they're -- they're -- for this item they're your staff. For this item.

**WAYNE RICHARDS:** Okay.

**COUNCILPERSON HUBBARD:** Because --

**WAYNE RICHARDS:** Thank you, sir.

**COUNCILPERSON HUBBARD:** -- we have not had any -- any advocacy on our part for what is happening to the -- to the residents here.

**WAYNE RICHARDS:** I -- with respect --

**CHAIRPERSON DAVIS:** Before we --

**WAYNE RICHARDS:** -- I thank you for your time.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question.

**COUNCILPERSON PARDO:** I do, too.

**CHAIRPERSON DAVIS:** -- before -- before we go to Public --

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question.

**COUNCILPERSON PARDO:** All right, Mr. Chair.

**CHAIRPERSON DAVIS:** -- before we go to Public Comment, there was a -- a double motion. I'm -- I'm going to ask staff, is that legal before we move any further? 'Cause it was a double motion. Is that legal?

**CITY MANAGER EVANS:** I think you would have to consolidate the motion into one main motion in order to proceed.

**CHAIRPERSON DAVIS:** Okay. Well, that's -- okay. All right. So Commissioner --

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** -- Councilperson Pardo?

**COUNCILPERSON PARDO:** Okay. Thank you. All right. The first thing I want to say is I don't understand the conspiracy theory that's out there.

**CHAIRPERSON DAVIS:** Uh-huh. Right.

**COUNCILPERSON PARDO:** You know, we have our city attorney. We have our outside attorney who's been working on this for a long time. And the -- you know, our new city manager and they're giving us their opinion. We hired them. We pay them to look out for us and to give us their opinion on it. And sometimes we don't agree with the opinion but we just need to move forward with it.

I don't think that they're conspiring against us and they're working for Mr. Richards and his clients. You know, I -- I really don't believe that. And is this a bad deal? Yes, this is a bad deal. And in 2004 when the previous mayor and council and the million-dollar man from -- from California was negotiating the deal, there were only a handful of us here fighting and saying it was a bad deal. And it was so bad that we finally were able to take it to the people. And we weren't able to renegotiate the deal, but we were able to get -- we were able to say that we did not want 27 stories of hotel and condominium.

And we keep hearing people talk about a hotel. No, you were getting 100 units. All right? In a hotel. And 275 condominium units. All right? It was a hotel condominium but we keep talking about, Oh, you know, we -- they were going to build a hotel there. They were going to build a 27-story hotel on public land. And

I'm sure if -- and we heard it at the time when we were doing the referendum and when we went to the polls with it. People were outraged because they were talking about what would happen if they -- if the city council and the previous mayor turned around and said, You know what? We want to do this at Wells, or, We want to do this out in Calloway Park, or if we wanted to do it in the parking lot here at City Hall.

So again, was it a bad deal? Yes, it was a bad deal. But over the past couple of years we've been able -- we haven't been able to open up the contract, and our lawyers told us we couldn't open up the contract, and GSF didn't want to open up Zvi and the rest of them, but we were able to get the funds. And, you know, some people don't believe that we'll be able to get the parking revenue but we're going to get the parking revenue. And I keep talking about -- I mentioned this several times. Look at Lake Worth. Lake Worth brings in almost \$2 million a year in parking revenue and they have less going on at the -- at their casino property on the beach than we do at the Ocean Mall.

**CHAIRPERSON DAVIS:** What's left of the beach.

**COUNCILPERSON PARDO:** Right. What's left -- right. We have a deeper beach but we have other -- we have better amenities at our Ocean Mall than they do. And our Ocean Mall is what, half full right now? So just think of the possibilities. You know, it's time. I'd live over there. I go over there every day, either ride my bike over or I drive through. And everyone knows. The chief knows. The city manager, Danny Jones, everyone knows. Mr. Blankenship. Because I'm constantly complaining. I complain to Mr. Richards, to GF -- GSF. Constantly complaining that the Ocean Mall is becoming a dump and we need to stop.

And if we want, you know, better revenue there, we need a company that cares about the property, that is looking to make money off of the property. The more money they make, the more money we make. You know, it's an amenity. You need to exploit it. Was it a big -- bad deal? Absolutely. And you're going to be hard pressed to find anyone except probably the guy out in California that got a million dollars to say it was a bad deal. So, you know, I trust my -- I trust my staff. They did what we told them to do. So, you know, at this point I think, you know, we beat the horse. We've been talking about this for hours at our last meeting and now we -- here we are, you know, three hours later still into it. You know, I'm done. I'm done.

**CHAIRPERSON DAVIS:** Well, we're going to go to -- go to Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Mr. Chair, right. Just a real quick question. So the way that it's set up, they are -- they will, you know, enable to charge for parking. The parking is ours totally?

**CHAIRPERSON DAVIS:** A hundred percent.

**COUNCILPERSON PARDO:** 100 percent.

**CHAIR PRO TEM MILLER-ANDERSON:** On all parcel -- on all areas?

**RICHARD JAROLEM:** It's better than that.

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

**RICHARD JAROLEM:** The parcel -- the City has the absolute -- and I want to bring this up because I've heard the parking be dismissed as something that we all -- that we always had. It was not.

**COUNCILPERSON PARDO:** That's right.

**RICHARD JAROLEM:** The original -- the original lease was -- provided that the City had no rights to meter and had to get -- and could only charge for parking during special events with the approval of the tenant and had to split the revenue of that special event parking with the tenant.

So the idea that we didn't negotiate or didn't go to bat or didn't advocate for the City is somewhat misleading, and -- and the people who were involved knew that we were going for that the entire time. Every single time we went we took money, land or rights away from GSF and put them in the pocket of the City. Now, with regard to the parking that you did not have in 2013, that you did not have until the third lease amendment. Here's how good the parking is.

**CHAIRPERSON DAVIS:** Uh-huh.

**RICHARD JAROLEM:** The City has the absolute right to meter at its own discretion. The City has no responsibility to consult with the tenant or get their approval to -- to install or charge for parking. The City has to -- has to pay the tenant zero. And even better, the tenant is responsible for the maintenance of the parking lot, including irrigation, paving, striping, landscape, lighting. All of it is paid for by the tenant, not the City. The City can put -- and the fourth lease amendment had the parking system already paid for and ready to be delivered by GSF as a turnkey so that the City could start the parking revenues with no out-of-pocket money to establish the system and start collecting.

So with regards to the City's rights, absolute unfettered right to charge for parking. No split, no permission and does not have to pay for the maintenance or upkeep of the parking lot. That's all pushed over to the tenant's side. So when you hear about the parking revenue, it is not a gross number that gets reduced to net.

**CHAIRPERSON DAVIS:** Uh-huh.

**RICHARD JAROLEM:** The cost for the City is the parking system itself and perhaps enforcement. But every dollar that comes into that parking revenue

goes to the City without having to pay for the ground upkeep, maintenance, and landscaping or irrigation.

**CHAIRPERSON DAVIS:** And who paid for the -- for the parking consultant?

**RICHARD JAROLEM:** I think the CRA.

**CHAIRPERSON DAVIS:** All right.

**RICHARD JAROLEM:** I think Walker was paid for by the CRA but I'm not a hundred percent sure.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** Yeah.

**CHAIRPERSON DAVIS:** All right.

**COUNCILPERSON PARDO:** Yeah. Mr. Sherman is back there. He can attest to it, right?

**CHAIRPERSON DAVIS:** Any other questions before we call the original question?

**MAYOR MASTERS:** Yes. The City pays for the security --

**COUNCILPERSON PARDO:** Repeat the question.

**MAYOR MASTERS:** -- of the parking lot?

**CHAIRPERSON DAVIS:** Say that -- Councilperson Pardo?

**COUNCILPERSON PARDO:** Yeah. So before we vote can the clerk, you know, just repeat the question that we're voting on since there are other --

**CITY CLERK ANTHONY:** The question -- the motion that's on the floor are the two motions that were presented by --

**CHAIRPERSON DAVIS:** Which are to -- which are -- which was asked all illegal. They're double -- it's a double motion. So we go back to the original motion.

**COUNCILPERSON HUBBARD:** You said do we have any more comments before we call the question.

**COUNCILPERSON PARDO:** And I'd like to hear the motion again, please.

**CITY CLERK ANTHONY:** Okay. I did not hear anyone move to make -- consolidate both of the motions.

**CHAIRPERSON DAVIS:** Uh-huh.

**CITY CLERK ANTHONY:** Okay? So as it stands right now, it was two separate motions made. Two motions presented. One motion and one second given for both of those motions.

**CHAIR PRO TEM MILLER-ANDERSON:** Second for the second.

**UNIDENTIFIED SPEAKER:** What's the motion?

**CHAIR PRO TEM MILLER-ANDERSON:** There's two seconds for that.

**CHAIRPERSON DAVIS:** Hold on.

**CHAIR PRO TEM MILLER-ANDERSON:** For that motion.

**CITY CLERK ANTHONY:** Okay.

**CHAIRPERSON DAVIS:** No. Hold on.

**CITY CLERK ANTHONY:** We have written down --

**CHAIRPERSON DAVIS:** No.

**CITY CLERK ANTHONY:** -- what we have written down, Miss Hubbard presented two motions. She said, "I would like to make a motion to deny the transfer of leasehold interest from GSF to RH 2401 Ocean because we have no financial documentation or documentation to evidence financial capability of the proposed lessor and because of this bad faith action and poor business character of the proposed lessor to acquire our property through misrepresentation of their true intention."

And the other part of her motion that -- how she did it, "I also make a motion to deny the second part of the resolution which it's the execution of any amendment to the lease which would be a substantial and material change to the lease agreement." She stated both of those motions at one time. Miss Miller-Anderson stated her second and she said she was seconding for both.

**CHAIRPERSON DAVIS:** Now -- so now that we hear that, that's a double motion so is that legal?

**CITY ATTORNEY DeGRAFFENREIDT:** Take the motion separately.

**CHAIRPERSON DAVIS:** Well, you want -- now, if you want to take the motion separately, I respect that if that's -- if you want --

**COUNCILPERSON HUBBARD:** And let -- okay.

**CHAIRPERSON DAVIS:** -- if you want to make just -- make the motion

separately?

**CITY CLERK ANTHONY:** I will ask, Mr. Chair --

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** -- that either --

**COUNCILPERSON HUBBARD:** I am.

**CITY CLERK ANTHONY:** -- the -- the person that made the motion or the person that second withdraw and then we start all over again to make it clean.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** I with -- I withdraw it and I will repeat it separately. My -- before I do that, my -- my -- they -- you put the -- you presented them together to us in this book. They both are one and the same in the recommendation and the motion. That's how they got it in here and that's how it's stated to us as an agenda item. So now what, therefore, is the problem?

**CHAIRPERSON DAVIS:** But you said, "I make -- " no, what you did was you said, "I make a motion" twice in that motion.

**COUNCILPERSON HUBBARD:** Right. Because I wanted to --

**CHAIRPERSON DAVIS:** You should have -- you should have read the whole item off --

**COUNCILPERSON HUBBARD:** -- I want -- I wanted to clear it up because what they said here was two -- two things and the word "and" as you can see is circled. Let me -- let me -- let me restate it, Mr. Chair.

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

**COUNCILPERSON HUBBARD:** I move that we deny the transfer of the leasehold interest from GSF to RH 2401 Ocean because we have no financial documentation or documentation to evidence financial capability of the proposed lessor. And because of this bad-faith action, poor business character of the proposed lessor to acquire our property through misrepresentation of their true intention, I will -- and to -- and that we deny the second part of the resolution which is the execution of any amendment to the lease which would be a substantial and material change to the lease agreement."

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

**CHAIRPERSON DAVIS:** Moved -- motion has been properly moved and second. Any questions? Madam Clerk?



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

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

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** No.

**CITY CLERK ANTHONY:** That motion fails.

**CHAIRPERSON DAVIS:** So back to the original motion since when -- well, the motion's already on the floor for the original motion, correct?

**COUNCILPERSON PARDO:** Yes. I made the motion and it's -- I'm standing by it.

**CHAIRPERSON DAVIS:** Oh. Okay. All right. Madam Clerk?

**CHAIR PRO TEM MILLER-ANDERSON:** What is it we're -- read the motion.

**CHAIRPERSON DAVIS:** The original motion that was read into --

**COUNCILPERSON PARDO:** The resolution.

**CHAIRPERSON DAVIS:** -- the resolution. Pardo made the original motion, then it was second. And --

**COUNCILPERSON DAVIS JOHNSON:** She didn't make original --

**COUNCILPERSON HUBBARD:** She didn't make the motion.

**CHAIRPERSON DAVIS:** No. It was read in --

**COUNCILPERSON PARDO:** It was read and I said --

**CHAIRPERSON DAVIS:** It was read and she -- she made the --

**COUNCILPERSON DAVIS JOHNSON:** Oh, the -- the previous --

**COUNCILPERSON PARDO:** Right. The -- the original --

**CHAIRPERSON DAVIS:** -- yeah. Right. The original motion. That's the motion we're going to call for.

**COUNCILPERSON PARDO:** So perhaps we should read it again --

**CHAIRPERSON DAVIS:** So -- which was option one.

**COUNCILPERSON PARDO:** -- Madam Clerk.

**CITY CLERK ANTHONY:** "A resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving GSF, Florida Retail, LLC, 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 provide an effective date."

**CHAIRPERSON DAVIS:** So that's the motion, correct?

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**COUNCILPERSON PARDO:** Yeah. I -- my motion still stands.

**CHAIRPERSON DAVIS:** Okay. Second. Madam Clerk?

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** That motion is approved with Councilpersons Hubbard and Miller-Anderson -- Anderson dissenting.

**CHAIRPERSON DAVIS:** All right. Now we're going to go to Public Comments. Public Comments should be restricted to issues and matters and topics pertinent to the City of Riviera Beach. Please be reminded that the City has -- City Council has adopted the rules of decorum governing public conduct during official meetings which has been posted at the entrance of the council chambers in an effort to reserve order. If any of the rules are not adhered to, the council chair may have any disruptive speaker or attendee removed from the podium, from the meeting and/or the building if necessary. Please govern all of ourselves accordingly. We all have three minutes. And the first person coming up would be Miss Mary Ramsey. Fane Lozman?

**COUNCILPERSON HUBBARD:** They got what they wanted. They're gone.

**FANE LOZMAN:** Fane Lozman. Council Chair, can I call a point of order? We're missing two members here. My comments are important. Can we take a five-minute recess so they can be here?

**CHAIRPERSON DAVIS:** Not if --

**FANE LOZMAN:** You know, it's been three hours people have been sitting here.

**CHAIRPERSON DAVIS:** -- if you want to forego some of your time and go back to the end of the line at two minutes and 48 seconds, 47, 46, you can do that.

**FANE LOZMAN:** Say what?

**CHAIRPERSON DAVIS:** But --

**FANE LOZMAN:** I'm just saying normally when you have three hours on a question, you give the audience a chance to use the restrooms. You get -- you're missing two members on the dais. You should take a five- or 10-minute recess and come back. What you're doing is wrong and you're denying these two elected --

**CHAIRPERSON DAVIS:** Mr. Lozman.

**FANE LOZMAN:** -- officials to hear my comments.

**CHAIRPERSON DAVIS:** Mr. Lozman, I'm trying to respect your time. Your time is moving.

**FANE LOZMAN:** Okay. I see where it's going.

**CHAIRPERSON DAVIS:** Yeah. Okay.

**FANE LOZMAN:** Okay. I want to -- the -- you're going to meet in executive session here next week talking about my legal action to get addresses and to get a public access easement to the beach. The property appraiser sent multiple letters to the City saying he had a statutory responsibility to send my tax bills to my property addresses and also to get 911 service. He hired an attorney to go to court and explain to the judge why I needed that. Judge Colin looked at Mr. DeGraffenreidt and looked at Mr. Jarolem, and he couldn't understand why they were fighting so hard to give me an address. And Mr. DeGraffenreidt's argument is we give him an address, he may bring a floating home here. I brought my floating home here without an address.

**CITY ATTORNEY DeGRAFFENREIDT:** (Unintelligible).

**FANE LOZMAN:** I mean, Mr. DeGraffenreidt said that.

**CHAIRPERSON DAVIS:** Mr. DeGraffenreidt, please don't respond.

**FANE LOZMAN:** He -- he -- he told the judge that if I had an address I'd bring a floating home here. I brought my floating home here without an address. Okay? He was embarrassed of some video from TV of the judge, you know, just in shock why would he say that. So he gave me an address.

Then Judge Edward Rogers, former chief judge, he had a -- signed an order saying the City had to open up the easement to the beach. And they -- and the Judge French explained to the City saying, "Hey, I'm enforcing this order. If you don't like it come and change it." Now, what happened? He filed an appeal. He took the responsibility to file an appeal without going through the proper procedures, without having an executive session. This is what I want the mayor or the city manager to determine, how much money has the taxpayers spent on the address and easement case? It's in excess of 50,000, within 100,000, I want to know that number.

Because as a taxpayer, I'm disgusted that we have to fund that. If it turns out it's anywhere over 50 to \$100,000 you have to ask the judgment of this man that he would stand up here last year and say, We have a good chance to win this lawsuit. We never -- the City never had a chance to win the lawsuit. The property appraiser said I'm the only guy in 24 years that didn't have an address for his property. He couldn't understand why the City was trying to fight that. The people up there may have voted to stop the address based on his legal advice. His legal advice was horrific. He was wrong. Now he's trying to appeal it. That's more bad advice coming from this man.

He has to go. He doesn't have common sense and shouldn't be in that job, period. But you're going to have a chance to ask him those questions. How much money was spent? I want an answer how much money was spent when I come back here at the next city council meeting. I want an answer to how much

money was spent, period. Or you give me a public records request with the bills on this specific case and then look at how much was spent and say, Did that show good judgment on behalf of this gentleman? I'm going to say no. We need a change based on this case.

**CHAIR PRO TEM MILLER-ANDERSON:** All right. Thank you, Mr. Lozman. Miss Mary Ramsey and then Mr. Lloyd Brown.

**COUNCILPERSON PARDO:** Mary Ramsey is gone, I think.

**CHAIR PRO TEM MILLER-ANDERSON:** Miss Mary Ramsey here? Lloyd Brown and then after that John Miller.

**LLOYD BROWN:** How you doing?

**MAYOR MASTERS:** Good evening.

**LLOYD BROWN:** My name's Lloyd Brown and --

**MAYOR MASTERS:** Good evening, Mr. Brown.

**LLOYD BROWN:** -- I talk to a bunch of people, you know, that live on other side of the tracks. And you know, they were asking me why do we need 24-hour stores or gas stations in our black neighborhood, you know? I mean, because they only promote crime. They sell alcohol and the single cigarettes. Single cigarettes are illegal but most black neighborhoods allow this.

I mean, those places that stay open 24 hours, they're like a place where drugs and crime go hand in hand. See, that's what I'm talking about, the problems we're having over here. I ain't worried about over there 'cause, see, over there they're gonna have fun. They're going to do what they want to do. But over here we got all the problems. And nobody seem to address our problems. Like most sell food products from, I mean, makeshift kitchens. Unsanitary conditions. And they allow it in the stores. And you know what? But -- but with this council, it seems like you have a blind eye.

I mean, you're trying to do all this stuff over there, but you just forgetting about these citizens over on the -- where I keep saying the other side of the tracks. That's like a parable. You know, you know we live all over but -- but the reason I say the other side of the tracks, 'cause I'm trying to let you know that's how I used to be, because there was a wall in Monroe Heights, whether you know it or not. And it's still there. I don't think they told the people to tear it down like they told Gorbachev to tear down the Berlin Wall. We need to tear that one down.

But I'm -- I mean, you're trying to increase tourism but it's on the backs of our citizens. You're not doing anything over there. I mean, all the kids I see that got shot or hurt or robbed or whatever, they were around stores. I mean, what's a 24-hour store going to do after 12:00, or a gas station? I mean, why should you

let them sell beer and cigarettes all day long. The liquor store, they got a drive-thru. Would you rather be ran over by a man carrying a beer in his hand or somebody in a \$2,500 pound car? I mean, look at it.

You -- you worry about this stuff over there but let me tell you, these people over here, I go through here every day and I walk around and I see all these people on the corner. And some of them is skilled and some of them aren't. But they don't have jobs. Okay. Like, the dollar store. I seen them build that store down there, right? I didn't see not one soul I knew that was working out there as a laborer or whatever. But we go to those stores and we buy from those stores like, Oh, big deal, 'cause all they want is your money.

And I mean, this council we got here, you -- you need to come back to your own back yard. I mean, forget -- you know, that's okay to argue about the beach, and maybe it makes money. But who's going to want to come through the city when you got brothers standing on every corner selling drugs, because these stores stay open 24/7. And I mean, like, there's one right down here that stays open 24 hours. What can you do after 12:00? What can you buy? What? What? I mean, you're going to send your grandmother down? I mean, your grandmother's going to send you down there to get medication or something? No.

It's cigarettes, drugs in these areas. I don't know why y'all let these stores in our neighborhood, because I'm going to tell you, that's where most of the young blacks are learning things. The little young ones that come through there, they go right to the stores. They watch these older guys drinking beer in the morning while they're trying to go to school. They buy cigars, cigarettes for them. 'Cause I done been there and they done asked me to go in the store and buy stuff for them.

**CHAIR PRO TEM MILLER-ANDERSON:** All right. Thank you, Mr. Brown.

**LLOYD BROWN:** And numerous times, whatever, I'll go --

**CHAIR PRO TEM MILLER-ANDERSON:** Appreciate it. Thank you. Mr. Miller and then Miss Bonnie Larson.

**MAYOR MASTERS:** Madam Chair, while Mr. Miller is coming, would you consider, after the public comment, moving up my appointment to the Housing Authority? He's been here three or four times and he's still here waiting, you know, another couple of hours. If it's possible.

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead, Mr. --

**JOHN MILLER:** Since the -- listen, since the mayor brought up that point about what happened to him, let me be clear on this. I was the president of the association over there when we had that block party and I got attacked after I allowed people to speak. Lynne Hubbard, I allowed her to speak. Joe Anderson,

I allowed him to speak. The bottom line is, is that all because -- all because -- actually any politician that showed up there that night was able -- allowed to speak. And previously we've always allowed that. But I got attacked at my last meeting and I got attacked and I got blamed for backing the mayor and backing Lynne Hubbard and backing Tonya and backing everybody. You know? And it was wrong. So I apologize for that, for my community. Now, moving -- moving on, I'm looking at the -- things weren't perfect. We can't change what happened behind us. Correct? We can't.

**UNIDENTIFIED SPEAKER:** That's correct.

**JOHN MILLER:** We're going to end up with 765,000, maybe up to a million. Who knows? That's good because look what we were getting, nothing or very little. Now, in the same vein when I sat here last week talking about the property over there that's owned by the City for Viking that's owned by -- or it's not owned by the City but in other words, for the Maritime Academy, we hear a deal for 5,000 a month and then we're hearing something for a dollar a year for 50 years. Come on. Here's the thing. I served a four-year trade apprenticeship so I know what trade means. I know what vocation means. But I also know that I think you need a PowerPoint presentation on the amount of property that Viking owns over there. And if they own all that property adjacent to where that build -- where that property is, I don't have -- I -- I can't figure why they would be able to build on their own property. Because just like you're saying, you're stewards and you're stewards for that property. And we're talking about even if they paid the \$500 a month, you're -- they said, Well, that's 300,000 over 50 years. Well, if you check that out, that property's worth probably \$4 million over -- over 50 years.

I'm not going to be here and the mayor's not going to be here. We know that for a fact. But there's a lot of other people, young people, that are going to have to foot the freight for that. Am I pro education? Absolutely. Am I telling you do we want to drive them out of the city? Absolutely not. Make the right move. Think about it. Think about what we're talking about here about a bad deal that happened 10 years ago. Don't make another one. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Mr. Miller. Miss Larson and then after Miss Larson, Miss Duncombe still -- Duncombe still here? Norma Duncombe?

**BONNIE LARSON:** Mr. Lloyd Brown comes here often and he talks about the same things. Those 24-hour stores that we have in the city. We have convenience stores. I think I counted -- I -- I looked it up. I think it was, like, 32 within an eight-mile square limit. And I asked a former council people, Why do we have so many convenience stores? And that -- that councilperson said to me, Because we on the west side like convenience stores.

My question now is why do we allow them to operate -- like he said, why do we allow them to operate 24/7? Don't we have any health inspections that they have

to prove when they have their license renewal? It seems like we could put a kibosh on it somehow so these young kids don't have access to all those -- well, they're not illegal but substances, let's say. It should be a requirement to have a health inspection. And I remember over on Singer Island a gentleman who had the store over there -- it's just left me now -- Buddy's Cafe. He asked one time for a liquor license and the City turned him down. But they let him sell in convenience stores. That does make no sense. So let -- let's think about that for the future.

Another question I have tonight is when we're making an agreement with someone, why don't we ask for their background, their financial information? Mr. Skyer did a financial analysis for the Ocean Mall project, but how can you do that if you don't know what agreement they have with GSF? We don't know. So how can you possibly make a financial analysis of that? That doesn't -- you can't. You just can't. The other thing is the gentleman who just got transferred the lease, he has a portfolio, very impressive portfolio.

But you see, the Ocean Mall is not going to go into that so that would have been my other question was why isn't he putting it into his other portfolio where he has a lot of properties? Why is he keeping this one as a shell corporation? So for future we need to ask those things. We need to vet the people who are going to take over our property for the next 40 years. We see what bad decisions were made when people make 40-, 50-year decisions. We need -- we need over there to have a parking plan, like I said.

We don't own that property, that southern property there. We don't own that. So what happens when this new company comes in and says, Hey, where's the parking that you promised us? We can't possibly buy that property so we need to think now where we're going to have parking over there. What if at some point also that we want to use that end on this -- the -- what they call the hotel site? What if we want to use it but now we've promised them they could park there? What are we going to do about that? So all things that we need to think about.

Title insurance. Well, just from my personal information, when you buy a property you get title insurance but you record your property. So why is it that the people tonight could -- they had to record a memorandum? Why couldn't they file their property just like we file our property? We would buy a property, we get title insurance. So just for my information, why -- why does that happen? Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Miss Larson. Miss Norma Duncombe here? Miss Mary Brabham? And after Miss Mary Brabham, Miss Felicia Wilder.

**MARY BRABHAM:** Good evening.

**CHAIR PRO TEM MILLER-ANDERSON:** Good evening.



**MAYOR MASTERS:** Good evening.

**MARY BRABHAM:** Chair, Manager and Mayor. Every deal, sometimes it has the devil in the detail. But I concur with some of what Bonnie Larson has said. Even though this was a bad deal nine years ago and it still is a bad deal now, but we can have some meeting of the minds to achieve and get some -- some things out of it.

You all need to start anticipating our putting some criterias in place for the parking. We will get the revenue from the parking. So that would be a big, big beneficial for the City. Make sure that they are maintained in the maintenance and the upkeep on it. That's -- that's another thing that the City would not have to worry about. And there's other things in there, too, that you all can go back in and look at to make sure that the City's banking on some things.

I respectfully admire Mr. -- the manager for giving you some options tonight in this deal here. And what you chose to -- you chose the one that you saw fit to do. But you can still have the meeting of -- of the minds to make something work and make it workable for the benefit of the City. I would like to say a Happy Easter to all of the residents along with a Happy Passover. I also would like to convey condolences and deep sympathy for Miss Philistine Hankins, the family of the Hankins. Miss Philistine Hankins, every one that knows her was a trailblazer of St. Mary's Medical Facility over 40 some years that she received all kinds of degrees in critical care, management, operational. She was truly a fixture there amongst all the doctors, which some that I knew. They waited on my husband night and day. He stayed for a whole month in intensive care at St. Mary's Hospital.

So she was not only a mother, a wife, a sister, an aunt and a cousin. Her sister previously worked in attorney William Gary's office. Glo [phonetic] is an attorney. So I say hats off, Glo, to you and your family, because you all truly do have our deepest -- our deepest sympathy. And tonight we can proceed forward. It is always lessons that are learned and when we go into these 40 or 50 million leases, let's make sure that they are workable, because this is what has happened. So I thank you all. Have a good holiday.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Miss Brabham.

**COUNCILPERSON DAVIS JOHNSON:** Thank you, Miss Brabham.

**CHAIR PRO TEM MILLER-ANDERSON:** After Miss Brabham, Miss Wilder and then Moselle Jackson.

**MAYOR MASTERS:** Miss Brabham, do you know when the service is going to be? The service? Do you have --

**MARY BRABHAM:** She passed on Sunday. I'm sure you know.

**MAYOR MASTERS:** Oh, okay.

**MARY BRABHAM:** She passed on Sunday.

**MAYOR MASTERS:** They can call the Mayor's Office for further details. We'll get it.

**MARY BRABHAM:** (Unintelligible).

**MAYOR MASTERS:** Thank you.

**FELICIA WILDER:** Good afternoon.

**MAYOR MASTERS:** Good afternoon.

**CHAIR PRO TEM MILLER-ANDERSON:** Good evening.

**FELICIA WILDER:** My name is Felicia Wilder and I reside at the Marriott, praise God. I come to address eminent domain in Riviera Beach. Do you all know anything about that? Oh, yeah. They're coming through. I've been telling you about that two years ago. No one would listen. Now it's facing you. They're taking Riviera Beach on the north side of the street. Here in Lake Park, the other side, no.

The south side is Riviera Beach. The north side is Lake Park. Nothing but woods. Won't take that. Want to take the people's property. Why is it -- now, they took all Eighth Street. They're just taking all your edges, and you keep telling me it's a county street. But they're coming in and just taking those folks' property. They want to put a -- a -- a -- some type of road where they can have access -- accessible road in the front of your homes where they can be able to back out, because that traffic is heavy.

Someone can get killed on Silver Beach Road. But they want to take those people's property. Why not go on Lake Park? And I called the County. "Oh, well, ma'am, we can't do that, because they'll sue us." "What you say? Hey." Be mindful and respectful of others. These people have worked hard for their property. That's nothing but empty fields over there. They have so much land that you can take and not bother anybody. Just about one to three -- about three or four businesses on that area. And it wouldn't hurt them to take that land over there instead of taking those people property. When we -- when I -- well, I don't know about anybody else. I'm up in age, too. When they built houses in Riviera Beach, you had one big lot. They put two houses on the one lot. But when they built them in the other areas, you get one big house on one big lot. So you know the houses are jammed together. They don't have much front yard. You can't go out and play. No -- hardly no back yard. So something should be done before the County comes out and really take that property. It's sending out letters now to the residents on Silver Beach Road. They're coming through to take that land. So they need to just take that side of the street, the south side of the street, and

just let that be the roadway and take the other side for the other two lanes, because nothing out there but woods and snakes. So we must address and try to help our people. And Mayor Masters, I just -- I -- I understand the fact that every one up there should be working together. When you start hiding stuff something wrong. You start leaving people out, something wrong.

**MAYOR MASTERS:** And they left me out.

**FELICIA WILDER:** Hallelujah, something wrong.

**MAYOR MASTERS:** They left me out.

**FELICIA WILDER:** Oh, yeah. They left you out.

**MAYOR MASTERS:** Left me out.

**FELICIA WILDER:** But people should be inclusive. Let them make their own decisions. I mean, Jesus sent out 10. Didn't but one come back and tell the truth. So I don't care how many of y'all vote for whatever you want to vote for. If they outvote for you, you stand for what's right.

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

**FELICIA WILDER:** I don't care what it is, you stand for what's right. He sent out 10. Didn't but one come back to tell the truth. So you stand for what's right, right things will come to you. First of all, you need to pray. Prayer answers things. Pray before you get into all these confrontation with these people and pray these demons out of here. That man stood up here and talked -- I'm done.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Miss Wilder.

**MAYOR MASTERS:** Thank you, Miss Wilder.

**CHAIR PRO TEM MILLER-ANDERSON:** We're getting ready to come up on 10:00 and we have C.A.P., as well as Mr. Towns's appointment to the Housing Authority. And we have about four, five more Public Comment cards. So about 15 minutes for just Public Comments. Would someone like to make a motion to -  
-

**COUNCILPERSON HUBBARD:** Can we do Mr. Towns next?

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. We're --

**COUNCILPERSON HUBBARD:** Or go to --

**CHAIR PRO TEM MILLER-ANDERSON:** -- well, as soon as -- we gotta get through the Public Comment first so that's about 15 minutes.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** For just Public Comment.

**COUNCILPERSON HUBBARD:** I move that we extend the meeting till 10:30.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So we have the C.A.P. Cold Storage, and Mr. Evans said that they had a presentation that may be able to get that out and -- and we may not or may have to dialogue.

**COUNCILPERSON HUBBARD:** Okay. I'll -- I take --

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

**COUNCILPERSON HUBBARD:** I retract that and I move that -- I move that we extend the meeting till 10:55.

**COUNCILPERSON DAVIS JOHNSON:** I'll second.

**COUNCILPERSON HUBBARD:** Okay. Clerk?

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** 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 is approved with Councilpersons Pardo and Davis dissenting.

**COUNCILPERSON DAVIS JOHNSON:** Madam Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** Real quick, we have two board appointments. We have the Housing Authority board and then we also have Planning & Zoning.

**CHAIR PRO TEM MILLER-ANDERSON:** And the Planning & Zoning, yes.

**COUNCILPERSON DAVIS JOHNSON:** So --

**CHAIR PRO TEM MILLER-ANDERSON:** You want to put --

**COUNCILPERSON DAVIS JOHNSON:** -- can we put both of those before the C.A.P.? I think those are relatively simple.

**CHAIRPERSON DAVIS:** Sure.

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

**CHAIRPERSON DAVIS:** Yeah. I support that.

**MAYOR MASTERS:** Thank you, Miss Johnson.

**CHAIR PRO TEM MILLER-ANDERSON:** So that'll be right after Public Comment, we'll do the appointments. And then the C.A.P. and Cold Storage. All right. Next Public Comment?

**CHAIRPERSON DAVIS:** Oh, we're still going? Miss Wilder.

**UNIDENTIFIED SPEAKER:** No, she just spoke.

**MAYOR MASTERS:** No, she just spoke. Miss Jack -- Marcella Jackson?

**COUNCILPERSON HUBBARD:** Moselle. Moselle Jackson.

**CHAIRPERSON DAVIS:** Miss Moselle Jackson?

**UNIDENTIFIED SPEAKER:** He's gone.

**CHAIRPERSON DAVIS:** Mr. Towns?

**MAYOR MASTERS:** They're going to finally get to you tonight, Mr. Towns.

**HORACE TOWNS:** Go ahead. Go ahead.

**MAYOR MASTERS:** About 15 minutes, I think.

**HORACE TOWNS:** We'll see.

**CHAIR PRO TEM MILLER-ANDERSON:** It may be less than that. (Unintelligible). **HORACE TOWNS:** Horace Towns, Riviera Beach.

**MAYOR MASTERS:** Just don't -- don't give up on us.

**HORACE TOWNS:** Just wanted to give a quick add. First of all, in case we

don't get to the item, I thank you. I'm honored. Thank you to the Mayor for making an appointment and allowing me to be of service to our city. Also to the council that votes for that appointment, I do appreciate it.

Quick words from me were last week, you know -- the last three meetings are always -- there's never a dull moment. And the last meeting happened to go to 12 'cause we had a very critical item on the agenda. However, last week we had a young man that had just moved to this city and he wanted to speak on one of the items. We were here till 12:00, and not going in depth on the conversation, he was kind of taken aback with our meeting. And he did not get a chance to speak at the last meeting. And he stayed here till 12. A working guy just moved to the city. Him and his family. He was so excited about attending this meeting and he did not get that chance. So I always ask that we're mindful of the items on the agenda.

You know, many of us are working so we're here, you know -- those 12:00 agendas or meetings are, you know, brutal for some of us sometime. But I was just saying that being mindful of the first impressions that we have or we give to certain people coming in to our city I think is very important. So that's all. Thank you.

**CHAIRPERSON DAVIS:** Fane Lozman?

**COUNCILPERSON PARDO:** He spoke already.

**CHAIRPERSON DAVIS:** Oh, he spoke already? Okay. That's it.

**CHAIR PRO TEM MILLER-ANDERSON:** No, that's a new card that was put in.

**CHAIRPERSON DAVIS:** Oh, that's not Public --

**CHAIR PRO TEM MILLER-ANDERSON:** Or is it? He just put that card in.

**CITY CLERK ANTHONY:** That's for item number two --

**CHAIRPERSON DAVIS:** Oh, okay.

**CITY CLERK ANTHONY:** -- Mr. Chair.

**CHAIRPERSON DAVIS:** Okay. So we're going now to the Housing Authority, item number three. Oh, Mr. Walker, you still want to speak?

**TOMMY WALKER:** We -- I had one in.

**CHAIRPERSON DAVIS:** I know. You told me a little while ago. You say you didn't know if you was going to --

**TOMMY WALKER:** I have one in.

**CHAIRPERSON DAVIS:** Mr. Walker, come on.

**CHAIR PRO TEM MILLER-ANDERSON:** Public Comment? Oh, it's the one that he (unintelligible).

**CHAIRPERSON DAVIS:** Must have been on the original card.

**TOMMY WALKER:** Oh, boy. I was going to come up here and say, you get your hands out of my pocket. I guess I said that, huh? But anyway, yeah. We come and we fight and -- and we make our decisions based on what we believe being. And -- and the council has to bare the grit of that. I just pray. I hope we make some money on this deal. That -- that's it. My bottom -- I -- 'cause we know we need something better.

**CHAIRPERSON DAVIS:** Okay.

**TOMMY WALKER:** I just -- I'm going to hold y'all responsible if we don't make no money. 'Cause I remember I was 15 years old before I came across the tracks. Fifteen years old. And the revenue that we make on the Ocean Mall, I think we -- I know we can use it over on the west side. And that's why I -- I fight so hard to -- to get that money, to get a better deal. And I -- and I hope you guys that voted for that make sure that we get our deal.

Secondly, Mr. Lozman, I know we're not going back at this address thing. I've been hearing things going here, going there about this, about that. The judge gave Fane an address. And I don't see why we gotta continually and continually -- to fight Fane on the address. That there's old (unintelligible). What his -- what his name, Sam Cooke. "A change is gonna come." And we gotta be ready for the change. That -- that -- that's it.

I -- let's not spend another dollar fighting Fane on his address. Let's get together, negotiate, talk to him, figure out what he planning to do. We can roll that down the road. But please, brothers, please, Council, don't spend no more money on that. It's a done deal. Once again, I hope we make some money. Y'all have a blessed night. Y'all can deal with C.A.P. and y'all can deal with Cold Storage. I's got to go. Y'all be blessed, now.

**CHAIRPERSON DAVIS:** And we're going to call you when we make some money. Joe Anderson. That's the last one, right?

**CITY CLERK ANTHONY:** Yeah. That's the last.

**CHAIRPERSON DAVIS:** Okay. All right.

**MAYOR MASTERS:** What you going to do? You're going to call him when we make some money?

**CHAIRPERSON DAVIS:** Uh-huh. I'm going to call him.

**JOSEPH ANDERSON:** Joseph Anderson, 331 W. 16<sup>th</sup> Way. We could agree to disagree, but I really would like still for the questions that were supposed to be, quote, unquote, answered after Public Comments or Comments need to be answered. Bonnie Larson, Tina White. They made some valid questions and they were not answered. Number one, do they even have a valid business in the State of Florida to operate? Where are their financials and etc.? So I -- I -- I still want those questions answered. And I would like for that to be part of the record, number one.

And number two, going forward we need to have some respect among the dais. Chair Davis, I know your shoulders are very --

**MAYOR MASTERS:** Yes, sir.

**JOSEPH ANDERSON:** -- tired because you did a lot of heavy lifting on this whole project. Perception is reality. I saw Wayne Richards sit right back here at the last meeting and do time. I've seen you dictate to the council, "You can only have five minutes to speak." You deny the Mayor his opportunity to come down as a resident to speak. At some point the hypocrisy has to stop.

You sit there and you allowed other individuals to come up here and speak and you gave a rebuttal. You even let Dawn speak. But you said there would be no public comments back and forth. But then you said our questions would be addressed after Public Comments and you went straight into the agenda. So you can go back and listen to all of this.

So number one, I'm -- in one way I'm glad this item is over, because hopefully we can now get down to the city business, because over the past year this agenda has been a lot of heavy issues for developers and we can't even get to the city business. So I'm hoping now with this whole agenda gone, we can finally start doing city business and start doing things correctly. And no more temper tantrums because you don't have to believe me. Go back to the last meetings. When you didn't get your way you threw a temper tantrum. The mikes were still on.

I'm just asking for the decorum and everything else to go away and let's be professional. Give the mayor the respect that is due. It's no way they can come in and meet with some individuals and don't meet with others. And we push it through and we don't have all the questions. And I say this and I say it again, it was once said by a city commissioner, any meeting lasts over an hour, that means somebody's trying to steal something. Thank you.

**CHAIRPERSON DAVIS:** That's the end of Public Comment at this time. Whether we agree or disagree, I will respect everybody's opinion and we're going to conduct business and that's what's important. Now we can move to the next item.

**CITY CLERK ANTHONY:** Mr. Chair, there was a consensus that the



appointment of the Housing Authority Board, Mr. Horace Towns --

**CHAIRPERSON DAVIS:** Uh-huh.

**CITY CLERK ANTHONY:** -- be done first and then --

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

**CITY CLERK ANTHONY:** -- the Planning & Zoning Board and then we will come back to item number two.

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

**CITY CLERK ANTHONY:** So at this time we will have the ratification of the mayor's appointment of Mr. Horace Towns.

### **DISCUSSION AND DELIBERATION BY COUNCIL OF**

#### **APPOINTMENTS**

#### **3. MAYOR THOMAS A. MASTERS APPOINTS HORACE TOWNS TO THE RIVIERA BEACH HOUSING AUTHORITY BOARD.**

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON PARDO:** Second.

**CHAIRPERSON DAVIS:** I have a question. When it come -- and the mayor can help me out. When it comes to the Housing Authority appointments, do people just submit applications or do you just kind of pick them? How does that work?

**MAYOR MASTERS:** No. They -- they submit applications. And then I select --

**CHAIRPERSON DAVIS:** Okay.

**MAYOR MASTERS:** -- based upon the -- the applications.

**CHAIRPERSON DAVIS:** So are there any other applicants that filed, as well?

**MAYOR MASTERS:** There were a few.

**CHAIRPERSON DAVIS:** Okay. So they --

**MAYOR MASTERS:** But I selected Mr. Towns because I -- I felt that he was well-qualified for that position, plus his wife is in Public Relations and I'm sure that she would be an asset at him at home in assisting in public relations, as well. So we've got two for one.

**CHAIRPERSON DAVIS:** Okay. Yeah. I just wanted to know what the process

was.

**MAYOR MASTERS:** Yeah.

**CHAIRPERSON DAVIS:** So -- 'cause someone asked me. They saw the item on the agenda and they wanted to know. They said it was a mayor's appointment. I said I don't know if they applied or you select them.

**MAYOR MASTERS:** Yeah. There was a few. I remember Billy Brooks did apply and there was a few more.

**CHAIRPERSON DAVIS:** Oh, okay.

**MAYOR MASTERS:** But I chose Mr. Towns and I appreciate the motion and the second, Mr. Chair. Thank you.

**CHAIRPERSON DAVIS:** Okay. Thank you. Any other questions?

**UNIDENTIFIED SPEAKER:** (Unintelligible).

**CHAIRPERSON DAVIS:** Madam Clerk?

**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:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Thank you.

**MAYOR MASTERS:** Thank -- thank you, Council.

**CITY CLERK ANTHONY:** Now we're down to the City Council to nominate

Planning & Zoning Board members.

**CHAIRPERSON DAVIS:** Yes.

## **DISCUSSION AND DELIBERATION BY COUNCIL OF**

### **APPOINTMENTS**

#### **3. CITY COUNCIL TO NOMINATE PLANNING & ZONING BOARD MEMBERS.**

**COUNCILPERSON PARDO:** All right.

**CHAIRPERSON DAVIS:** Mr. Gagnon, do you have a presentation?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Good evening, Mayor, Council and Staff. I do have a very brief presentation. Just a few slides to bring you up to speed on the Planning & Zoning Board.

So the Planning & Zoning Board's an advisory board for the City Council. It is a nine-board -- excuse me, a nine-member board. Seven are regular members and it's two alternates, as well. Currently there's a regular position that's vacant and both alternate positions are vacant, as well. And also please note that our current chairperson, Miss Rena James, her term's expiring. It actually expired April 1<sup>st</sup>. So our current board members are Miss James, Mr. McCoy, Mr. Barber, Mr. Kunuty, Miss Shepherd and Mr. Whigham. The absences and attendance has been provided within your packet, as well as the full P & Z Board member roster has been provided, as well.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question. Can you go back real quick?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yes, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Miss Shepherd, when did she get in District 2? I thought she was a part of District 1.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** She had a residency change. I believe it was within the past year or so.

**UNIDENTIFIED SPEAKER:** She lives across the tracks (unintelligible).

**CHAIR PRO TEM MILLER-ANDERSON:** So she automatically becomes one of my --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Well, the -- the way that the appointments work, they're not bound by districts, necessarily. So I provided the district information just for the board to see where the residents -- or the

board members reside. So it's not necessarily based on districts. So you could have as a council -- you could have everyone residing in District 2 if that was the pleasure of the council.

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah, but -- okay. So -- but does each person -- each person gets to select someone or -- 'cause I thought that was a conversation that came up at one point of some people saying, "Well, I don't have anybody in my district that I've been able to nominate." So --

**CHAIRPERSON DAVIS:** (Unintelligible).

**CHAIR PRO TEM MILLER-ANDERSON:** -- with there being what, two, four, six positions -- what is it, the mayor plus the five council?

**CHAIRPERSON DAVIS:** And there's two alternates, correct?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yeah. There's seven regular positions and two alternates. The last time a majority of the board -- the Planning & Zoning Board was nominated, I believe that was mid 2015 and the council at the time felt as if they wanted individual appointments.

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

**PLANNING & ZONING ADMINISTRATOR GAGNON:** However, that's not required in our code structure so it's really at the pleasure of the council.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh. Now, what about those that have a lot of absences? I notice one of mine that I did submit, Mr. Barber, has missed nine out of 14 meetings. What -- what happens in that situation? I mean, after they miss so many meetings are they no longer a part of the board or what?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yes. So within Chapter 27 which governs the Planning & Zoning Board --

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** -- let's see, it's Section 27-31(d) specifically states, "The City Council may remove any member for cause." So if absences --

**CHAIR PRO TEM MILLER-ANDERSON:** And cause being --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** It --

**CHAIR PRO TEM MILLER-ANDERSON:** Is there something stated as to how many absences they can have or they should not have?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** The -- the following

sentence identifies two out of three board meetings missed without an excused absence. However, the term "excused absence" is kind of vague, as well.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Typically all board members will notify staff that they can't meet -- make the meeting. I don't recall a time where there was just a no-show. So what we're doing moving forward is kind of identifying whether or not it's excused or unexcused.

**CHAIR PRO TEM MILLER-ANDERSON:** But would you say nine out of 14 is excessive?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** I would agree with that statement.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So for that one being that was one that I did nominate, I would like -- if it's -- this is the right atmosphere to do that, I do want to remove that person from that position, and -- and then I -- I'll pick one from the list here of someone that is -- has put an application to replace him.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Okay. And --

**CITY MANAGER EVANS:** And also for some procedural items, as well.

**COUNCILPERSON PARDO:** And --

**CITY MANAGER EVANS:** -- one of the things that we're going to do is when a board member is absent from the P & Z Board, that we'll ask the board to take official action to, in fact, excuse the absence if they've notified staff. Previously we haven't been doing that so it'll be memorialized in the record to say it's an excused absence or what have you, or unexcused absence.

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

**CHAIRPERSON DAVIS:** So --

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

**COUNCILPERSON PARDO:** I need to say --

**CHAIRPERSON DAVIS:** -- so have -- so have --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** And just procedurally -- I'm sorry, Chair. Procedurally it does say the City Council has the ability to remove.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So what, I need --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** But I think it does have to be a motion.

**CHAIR PRO TEM MILLER-ANDERSON:** -- to make a motion?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yes, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Make a motion that Mr. Zedrick Barber is removed from the P & Z Board.

**COUNCILPERSON PARDO:** Second.

**CHAIRPERSON DAVIS:** Question.

**CHAIR PRO TEM MILLER-ANDERSON:** Due to excessive absences.

**CHAIRPERSON DAVIS:** Question. Has Mr. Barber reached out to staff and has there been any communication and conversation --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** I did reach out to Mr. Barber in preparation of this item.

**CHAIRPERSON DAVIS:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** I think there were -- there were work conflicts possibly --

**CHAIRPERSON DAVIS:** Okay.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** -- that came up, but when Mr. Barber was at the meetings he was active and -- and did provide valuable insight.

**CHAIRPERSON DAVIS:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** However, once the item was prepared and kind of went back and listed all the absences --

**CHAIRPERSON DAVIS:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** -- it was kind of apparent that it was becoming a potential issue so --

**CHAIRPERSON DAVIS:** So did you have a conversation with him about -- that this was on the meeting tonight and did he have -- did he say he want to resign? Did he say whether he be an alternate? Did he say anything?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yeah. I reached out to Mr. Barber whether or not --

**CHAIRPERSON DAVIS:** Uh-huh.

**PLANNING & ZONING ADMINISTRATOR GAGNON:** -- he still wanted to participate on the board, and he did respond back stating that he -- he did wish to be on the board still.

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

**CHAIRPERSON DAVIS:** Maybe an alternate position but -- but with his schedule it's tough, yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I -- I mean, I'm -- I would think if he hasn't been coming then probably something's changed since he wanted to be on the board. You know?

**CHAIRPERSON DAVIS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Maybe priorities changed a little bit.

**CHAIRPERSON DAVIS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** All right. So the question?

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** No.

**CITY CLERK ANTHONY:** That motion is approved with Councilpersons Davis and Hubbard dissenting.

**COUNCILPERSON PARDO:** All right. Mr. Chair?

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

**CHAIR PRO TEM MILLER-ANDERSON:** All right.

**COUNCILPERSON PARDO:** Are you done, Miss Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** I guess to replace that person then we'll --

**CHAIRPERSON DAVIS:** Yeah. You can get your replacement.

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

**CHAIRPERSON DAVIS:** You want to go ahead and do your -- do --

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, do it now?

**CHAIRPERSON DAVIS:** Yeah. You want to do your replacement? 'Cause it's your appointment.

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. Well, make a motion for it?

**CHAIRPERSON DAVIS:** Yeah, sure.

**CHAIR PRO TEM MILLER-ANDERSON:** Make a motion that Corey Blackwell --

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** -- replace Mr. Zedrick Barber.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk?

**FANE LOZMAN:** Point of order. You don't have to have a roll call vote on every item. You just say, "The ayes have it," and move on to the next --

**CHAIRPERSON DAVIS:** But no, we (unintelligible).

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** 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.

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Thank you, sir. I'd like to make a motion to appoint John Gustafson as an alternate.

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

**CHAIR PRO TEM MILLER-ANDERSON:** Second. I don't know who that is but -  
-

**CHAIRPERSON DAVIS:** We have a second. Do we have any questions? We have a second by the Vice Chair.

**COUNCILPERSON PARDO:** Thank you.

**CHAIRPERSON DAVIS:** Okay. Any questions by anyone? That's for one of the alternate positions?

**COUNCILPERSON PARDO:** Yes, sir.

**CHAIRPERSON DAVIS:** Okay. Madam Clerk?

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** I would like to recommend James Gallon for the District 3 representation for Planning & Zoning.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** So moved.

**CHAIRPERSON DAVIS:** We have a second.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Second.

**COUNCILPERSON DAVIS JOHNSON:** I -- I made the motion.

**CHAIR PRO TEM MILLER-ANDERSON:** You made the motion.

**CHAIRPERSON DAVIS:** Well, you (unintelligible) the motion. You gotta recommend what you want.

**CHAIR PRO TEM MILLER-ANDERSON:** She should have seconded.

**COUNCILPERSON DAVIS JOHNSON:** Yeah, I -- motion, recommendation.

**COUNCILPERSON PARDO:** All right. Second.

**CHAIRPERSON DAVIS:** Okay. Okay. Madam Clerk.

**CITY CLERK ANTHONY:** Is this for --

**CHAIRPERSON DAVIS:** James Gallon, alternate.

**COUNCILPERSON DAVIS JOHNSON:** No. No.

**CITY CLERK ANTHONY:** -- for the alternate or --

**COUNCILPERSON DAVIS JOHNSON:** This is regular.

**CITY CLERK ANTHONY:** -- regular appointment?

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh.

**CHAIRPERSON DAVIS:** Okay. Yeah, 'cause you don't have no representation.

**COUNCILPERSON DAVIS JOHNSON:** There's no representation from District 3.

**CHAIRPERSON DAVIS:** Exactly. Okay.

**COUNCILPERSON PARDO:** Right.

**CITY CLERK ANTHONY:** Okay. Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

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

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

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote. And I believe you all still have one alternate appointment you still need to make if that's right.

**CHAIRPERSON DAVIS:** Yes. I -- I --

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yes, ma'am. There's the alternate appointment and also the reappointment of Miss Rena James, our current chairperson.

**CHAIRPERSON DAVIS:** Yeah. She's been really good.

**CHAIR PRO TEM MILLER-ANDERSON:** All right.

**CHAIRPERSON DAVIS:** Let's -- let's deal with Miss Rena James currently. Her attendance has been --

**COUNCILPERSON PARDO:** All right. I'd like to make a motion to reappoint Miss Rena James.

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

**CHAIRPERSON DAVIS:** Uh-huh. Madam Clerk?

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

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

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**CITY CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CITY CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Okay. We've also -- now we have one more alternate position. So --

**UNIDENTIFIED SPEAKER:** Lynne?

**COUNCILPERSON HUBBARD:** I'd like to nominate --

**CHAIRPERSON DAVIS:** So how many -- you -- you're District 1, correct?

**COUNCILPERSON DAVIS JOHNSON:** Yes, but --

**CHAIRPERSON DAVIS:** Who's District 1 over here? How many (unintelligible)?

**COUNCILPERSON HUBBARD:** Yeah. I thought you said you weren't doing it by district.

**CHAIRPERSON DAVIS:** But I want to know how many do you have on the board, though, currently?

**COUNCILPERSON PARDO:** Three.

**CHAIRPERSON DAVIS:** Three? Two, how many do you have?

**CHAIR PRO TEM MILLER-ANDERSON:** She has Tradrick and Mr. Whigham.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** That said District 1.

**CHAIRPERSON DAVIS:** So --

**COUNCILPERSON DAVIS JOHNSON:** And Rena James.

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, and Rena James.

**CHAIRPERSON DAVIS:** You have one, then, right?

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh. One. So I'd like to -- yeah.

**CHAIRPERSON DAVIS:** You want to do another one?

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh. I would like to.

**CHAIRPERSON DAVIS:** All right.

**COUNCILPERSON PARDO:** So I think District 3 needs another.

**CHAIRPERSON DAVIS:** Go ahead.

**COUNCILPERSON DAVIS JOHNSON:** Having said that I'd like to -- I'd like to make a motion that we appointment Mr. Anthony Brown.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON PARDO:** Second.

**CHAIRPERSON DAVIS:** Madam Clerk?

**CITY CLERK ANTHONY:** As an alternate, Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** I think that's the only seat available, isn't it?

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

**CITY CLERK ANTHONY:** Okay. I just want to make sure.

**COUNCILPERSON HUBBARD:** I didn't appointment anybody just because somebody else picked that (unintelligible).

**CITY CLERK ANTHONY:** You called the question, Mr. Chair, or have you called the question?

**CHAIRPERSON DAVIS:** Hold on. Hold on.

**CITY CLERK ANTHONY:** Can you all please speak into the mike?

**COUNCILPERSON HUBBARD:** (Unintelligible).

**CHAIRPERSON DAVIS:** (Unintelligible) remove them but they come back up. They come --

**CITY CLERK ANTHONY:** Can I please get you to speak into the microphone?

**CHAIRPERSON DAVIS:** Mike -- And, Mr. Gagnon?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** Yes, sir.

**CHAIRPERSON DAVIS:** When is the next -- when would there be another position that would come available on the board?

**PLANNING & ZONING ADMINISTRATOR GAGNON:** The next terms will be expiring in -- let's see, June of 2018.

**CHAIRPERSON DAVIS:** So at that time -- 'cause we all got folks so --

**COUNCILPERSON HUBBARD:** (Unintelligible).

**CHAIRPERSON DAVIS:** Use the mike.

**COUNCILPERSON DAVIS JOHNSON:** Me?

**COUNCILPERSON HUBBARD:** (Unintelligible).

**CHAIRPERSON DAVIS:** 'Cause we all got folks so -- use the mike. (Unintelligible) the mike. So District 1 has how many people?

**COUNCILPERSON HUBBARD:** (Unintelligible).

**CHAIRPERSON DAVIS:** All right. So we got one more position so let me ask --

**COUNCILPERSON DAVIS JOHNSON:** Is there one other position?

**CHAIRPERSON DAVIS:** That's the last one. So hold on. Hubbard, have you had an appointment since you've been elected?

**COUNCILPERSON HUBBARD:** Did you -- you -- this is the first time we've addressed this issue.

**CHAIRPERSON DAVIS:** I -- listen, we did a lot of issues. This is a long night so please --

**COUNCILPERSON HUBBARD:** We've never addressed the Planning & Zoning Board --

**CHAIRPERSON DAVIS:** So that answer's no?

**COUNCILPERSON HUBBARD:** -- since -- since we've been here.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** I nominate Gloria Koon for a -- for an alternate.

**CHAIRPERSON DAVIS:** We have a motion on the floor. We have to ask that Tonya Davis Johnson rescind her motion.

**COUNCILPERSON HUBBARD:** Well, no. You -- you nominated someone, Miss --

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh. Anthony Brown.

**COUNCILPERSON HUBBARD:** Okay. Second, then. I'm sorry. So it's okay.

**COUNCILPERSON DAVIS JOHNSON:** He's already (unintelligible) district.

**COUNCILPERSON HUBBARD:** No, it -- it doesn't matter.

**COUNCILPERSON DAVIS JOHNSON:** There was no other 3.

**COUNCILPERSON HUBBARD:** Okay. All right. We'll go with -- I didn't realize that you had made a motion. Excuse me.

**CHAIRPERSON DAVIS:** So you -- so what are we doing, call the question?

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh.

**CHAIRPERSON DAVIS:** Madam Clerk?

**CITY CLERK ANTHONY:** Who is this for?

**CHAIRPERSON DAVIS:** Mr. Brown. Mr. Brown.

**COUNCILPERSON DAVIS JOHNSON:** Anthony Brown.

**CITY CLERK ANTHONY:** Anthony Brown as an alternate -- alternate member?

**CHAIRPERSON DAVIS:** Mr. Brown.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** 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:** So the next time that this item returns, Commission -- Councilperson Hubbard will have the first appointment at that time. State that on the record. All right. So we're going now to -- we're going back --

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

**CHAIRPERSON DAVIS:** -- item number two?

#### **DISCUSSION AND DELIBERATION BY COUNCIL OF**

#### **2, C.A.P. GOVERNMENT, INC. AND THE COLD STORAGE.**

**CHAIRPERSON DAVIS:** Okay. Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** All right. Ready?

**CHAIRPERSON DAVIS:** Where is that?

**CITY MANAGER EVANS:** Mr. Chair, if it is the pleasure of the council, I wanted to see if there was an opportunity to take a 10-minute recess before we commence on this particular item.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** I think --

**COUNCILPERSON DAVIS JOHNSON:** Five minutes?

**COUNCILPERSON PARDO:** Can we bring it (unintelligible)?

**COUNCILPERSON DAVIS JOHNSON:** I mean, we --



**CHAIR PRO TEM MILLER-ANDERSON:** No, I don't want to bring it back.

**COUNCILPERSON DAVIS JOHNSON:** -- because we're -- we're scheduled to go at 11.

**CHAIR PRO TEM MILLER-ANDERSON:** I put it on so, no, that is -- I don't want to do that.

**COUNCILPERSON DAVIS JOHNSON:** It's to go at 11 and I think 10 minutes -- will that 10 minutes push us over or what?

**CHAIR PRO TEM MILLER-ANDERSON:** Can we just do it and if we get out sooner we can eat as much as --

**COUNCILPERSON DAVIS JOHNSON:** I have no problem.

**CHAIR PRO TEM MILLER-ANDERSON:** -- we want to eat after?

**COUNCILPERSON DAVIS JOHNSON:** I didn't mention dinner, I don't think.

**CHAIR PRO TEM MILLER-ANDERSON:** No. That's what it's for. That's what it's for.

**CITY MANAGER EVANS:** I -- we -- we -- we've got dinner for the council so --

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. So we'll just hurry up and get through this and then we can go eat whatever you're going to eat.

**CHAIRPERSON DAVIS:** Okay. So -- so we're going to do an update?

**CITY MANAGER EVANS:** Okay. Yes, sir.

**CHAIR PRO TEM MILLER-ANDERSON:** He's going to do the presentation.

**CITY MANAGER EVANS:** Yeah.

**CHAIRPERSON DAVIS:** Yeah.

**CITY MANAGER EVANS:** At this particular moment it was brought to the staff's attention with respect to C.A.P. and Cold Storage. And so we wanted to try to address some of the concerns that some of the members of the council have articulated to management. So at this particular moment I'm going to turn the presentation over to the Community Development Director, as well as the Procurement Director to be able to provide some insight with respect to this. We do have additional staff here to address the Cold Storage item, as well. So we're just going to go chronologically through some of the items and certainly at the end of the presentation or during the presentation, the council is more than welcome to ask any questions from staff.

**PURCHASING DIRECTOR MEALY:** Good evening, Council. Dean Mealy, Purchasing Director. The Purchasing Department issued a solicitation as an RFP June of -- June 5<sup>th</sup> of 2016. We had six firms that actually submitted proposals. Of those, two of them are nonresponsive. Safe Build and Hybrid were both nonresponsive. C.A.P. was ranked the number one firm by the evaluation committee and we also did oral interviews as part of the presentation.

There was a five-member committee and ranking order was C.A.P. And then GFA International. So if the council decides to make a decision to undo the contract with C.A.P., the next recommendation from Purchasing would be to award to GFA which was the second-ranking vendor. There was some discussion about perhaps bringing Hybrid on as a fill in for the -- to help supplement the City in the event the C.A.P. was actually terminated. I don't recommend that due to the fact that they were nonresponsive in their original solicitation response to the RFP. With that being said, that was the presentation for the response from Procurement, and I will turn it over to the Community Development Director.

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

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Terrence Bailey, Community Development Director. I provided some background and data on the activity in the Building Department historically over the last few years. You can see that while the number of permits the Department has processed has flat-lined at approximately 3,000 permits for the last few years, the value of development here in the City of Riviera Beach is steadily on the incline.

In the first six months of FY '17 which ended at the end of March, you can see we've received \$86 million worth of economic investment through the development here in Riviera Beach putting us on a record pace for the City. As you know, fees that are collected that support the Building Department are a proportionate share of that value. And we've had about a 30 percent increase in the first six months here in the City with -- and there are some very large projects that are sort of coming down the pipe that you've approved through the site plan process that will add to that number as we move through the balance of the fiscal year.

Speaking of C.A.P., the subject matter of this item, to give you some history, as you know, there's been a significant amount of attrition in the Building Department with retirements and resignations. Currently the Building -- the Community Development Department is operating with staff members out of 16 positions. We're basically half-staffed. In order to augment the need for inspection and planning review services as Mr. Mealy mentioned, the RFP was issued and C.A.P. was brought on to, in essence, be our eyes and ears in the field while we go out to -- to bring in new staff members.

As of this date there have been two purchase orders issued to C.A.P.

Government. You see purchase order ending in 651 for \$25,000 was for building official services only. At the resignation of Mr. Peter Ringle, the previous building official, the City could not be in a position without having a building official, and C.A.P. was brought in for that specific and intended purpose, to supplement in the interim between Mr. Ringle's leaving and the new building official being hired. Purchase order ending in 532 for \$100,000 is the purchase order allowing C.A.P. to operate under the RFP mentioned in the previous slide by the Purchasing Director and to date there's been \$46,000 expended against that purchase order. Totalling to date, \$69,003 paid to C.A.P. for professional services in operation of the Building Department.

**CHAIR PRO TEM MILLER-ANDERSON:** What was the -- what was the total amount for the -- the bid that -- I mean, what was the amount we were not to go over, that we agreed to?

**PURCHASING DIRECTOR MEALY:** The resolution that was presented had a dollar amount of 140,000 for an annual expenditure.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So 140,000 and you're saying, Mr. Bailey --

**PURCHASING DIRECTOR MEALY:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** -- the 69,000 is the only amount that we've paid out?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Well, again, there are two separate subjects. The -- the initial purchase order was in the previous fiscal year so it would not have counted against the budgeted amount for 149,000. It was done in September. So the \$100,000 PO sending in 532 is encompassed in that hundred -- \$140,000 item.

Now, as well, when this item came to council to ratify that resolution, the 140,000 is the estimated budgetary impact. As you could see in the previous slide, it was not anticipated in October that there would be such a significant increase in construction activity and at the time there were two or three other members still in the department that left after that point. So the 140,000 was based on some fundamental assumptions that changed significantly between October 1<sup>st</sup> and today.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Now, you said 140,000 total, right? I know you said one was in the previous year and it didn't count towards it. But the total amount was 140. It wasn't 140 per year or was it? 140 per year and how many years did they have --

**PURCHASING DIRECTOR MEALY:** Yeah. The contract was a four-year contract with \$140,000 estimated annual expenditure.

**CHAIR PRO TEM MILLER-ANDERSON:** Each year?

**PURCHASING DIRECTOR MEALY:** The -- yes, ma'am. The contract was signed, I believe, October 16<sup>th</sup> of 2016.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh. Uh-huh.

**PURCHASING DIRECTOR MEALY:** So it actually goes from October to the following September.

**CITY MANAGER EVANS:** But did the resolution have the \$140,000 mark?

**PURCHASING DIRECTOR MEALY:** The resolution -- the -- the actual resolution that was presented to council had no dollar amount in the actual document that was presented. In the body of the -- body of the resolution buried in the annual -- or with the annual estimated dollar amount be for the fiscal year -  
-

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**PURCHASING DIRECTOR MEALY:** There was a -- there's a line there that's dated for each fiscal year \$140,000.

**CITY MANAGER EVANS:** In the memorandum --

**PURCHASING DIRECTOR MEALY:** It was not --

**CITY MANAGER EVANS:** -- in the memorandum itself it said that it was four years and it articulated \$140,000 for each fiscal year.

**CHAIRPERSON DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh.

**CITY MANAGER EVANS:** So there was nothing that was memorialized in the resolution or in the contract except for the billable rate and the term of the contract.

**CHAIRPERSON DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** But Mr. Chair --

**CHAIRPERSON DAVIS:** So we -- so we don't have to pay anything exceeding that for this year?

**CITY MANAGER EVANS:** No. We -- we do because what happened is in the -- in the resolution and the contract language, we agreed to the four-year contract at \$65 an hour.

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER EVANS:** So in essence, we did not say --

**CHAIRPERSON DAVIS:** (Unintelligible) --

**CITY MANAGER EVANS:** -- not to exceed \$140,000.

**CHAIRPERSON DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** So regardless of what we had in our contracts, we still are obligated to pay them for services rendered. We have a contract manager. We have a purchasing department. We have a director.

So if C.A.P. don't ever manage our contracts, we're responsible for managing our contracts. We -- they provided a service so, therefore, we have to provide them prompt payment. So we can play with words and mix up that a piece is in the first year, and you're going to stretch the rest out over the other three years. But at the end of the day, services were provided and people have to be paid.

So one thing that I -- I will say, that with a contract manager on staff with Finance and Purchasing, you have to sign -- when we run things over for payment more than one person sign off. So somebody at some point should have said, Hey, we are rounding that \$100,000 figure, and these guys are getting a little over what council afforded them. So hey, Council, can we bring it back before you? We had a lot of people to leave. We had a lot of people to retire. We're going to need to keep these guys on a little bit longer and we've exceeded what you have allowed us to pay. It's that simple.

**CHAIRPERSON DAVIS:** Let me ask staff. Mr. Evans, have you put something in place to make sure that this doesn't happen again?

**CITY MANAGER EVANS:** Yes. And if we can explain to the council how we got to the point where the budget number and what was issued as far as the purchase order, how did we get to the point where we overexceeded what the anticipated budget amount was.

**PURCHASING DIRECTOR MEALY:** This is a shared answer. The original purchase order was issued for 100,000, not 140. Invoices that were submitted were only submitted to the dollar amount you showed which was, I believe, \$45,000 for this last set.

**CHAIR PRO TEM MILLER-ANDERSON:** Can we go back to that previous slide?

**PURCHASING DIRECTOR MEALY:** Yes, ma'am. Purchasing nor Finance never received any invoices. We had no dollar amount to show that additional money had been spent or incurred by Community Development Department.

**CHAIR PRO TEM MILLER-ANDERSON:** And who's -- who was responsible for that? The company? Who?

**PURCHASING DIRECTOR MEALY:** The user departments are responsible for generating a requisition for services or good --

**CHAIR PRO TEM MILLER-ANDERSON:** The user department?

**PURCHASING DIRECTOR MEALY:** -- the user department's responsible for any good or services being procured before a service is -- should be provided.

**CHAIR PRO TEM MILLER-ANDERSON:** And what department is that, the user one that we're talking about now?

**PURCHASING DIRECTOR MEALY:** This particular department, it would be the Community Development Department as they're the ones -- and I'll let Mr. Jones also explain 'cause he was part of this. The requisition -- one of the things we're going to proffer -- and I -- is that our contract language changes to include that all original invoices will be shipped to Finance and its duplicate would be sent to the user department.

This way you have a notification that there's additional invoices which would also prompt the Prompt Payment Act to actually be notified by -- by Finance, as well as user department. It would also be a trigger for us to know there's a -- it might be an issue out there. If -- if we're not aware that invoices are pending, I have no idea that the contract is being used because we have no -- when we do the -- on a weekly basis, my contracting administrator does look to see what checks have been issued. If we see no additional checks have been issued since the last time a payment has been made, we're assuming no additional services had been made.

**CHAIR PRO TEM MILLER-ANDERSON:** So there really was no checks and balances in place?

**PURCHASING DIRECTOR MEALY:** Correct. This is why I'm proffering that we will change our contract language to actually include that all original invoices will be sent to Accounts Payable.

**CHAIR PRO TEM MILLER-ANDERSON:** Uh-huh. Okay. And Mr. Jones?

**PURCHASING DIRECTOR MEALY:** I'll let Mr. Jones --

**DEPUTY CITY MANAGER DANNY JONES:** Good evening, Council.

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

**DEPUTY CITY MANAGER DANNY JONES:** Chair. Initially in September when Mr. Ringle left, we had a shortage of staff in the Community Development,

specifically the Building Department. At that particular time I had no Community Development Director, no Building Official, no Plans Examiner and no Building Inspector.

The immediate need was to continue the level of service to our citizens and to the businesses of Riviera Beach and we initially engaged into a personal services agreement for \$25,000 for Building Official services only. That's the \$25,000. Prior to the second PO being issued and coming before council, we had a -- another agreement with Hybrid. And Hybrid had been working with the City and with the Building Official for several months, probably four or five months, and it never exceeded the 20 -- or it barely exceeded the \$25,000 mark. So we based the \$140,000 on our historical numbers with Hybrid when we entered into the contract.

After receiving the first invoices from C.A.P. in roughly October, we immediately noticed the increase and the number of hours C.A.P. was putting in on every particular project. So I contacted the purchasing Department and we requested additional information from C.A.P. They had to -- they submitted blank date and time of service. We went back and we had them supply us with additional information to match up a permit number with a person performing service with the number of hours that they performed those service.

Then I had staff review to make sure that the services they were performing should have been done in that particular time frame or not done in that particular time frame. And they submitted us the first invoices back to the City in early November. And that's when you see me sign off on the \$46,000 payment that was the original October payment is because we had pushback on them providing the right documentation.

After that, Hybrid -- I'm sorry, C.A.P. did not provide additional information to the City, you know, then the pending holidays and the New Year when I brought on the new building official on January 9<sup>th</sup>, and a new Community Development Director on January 9<sup>th</sup>. One of the first tasks I assigned them with was to review C.A.P.'S daily product and their work to make sure that we were getting the services that we were asked and being paid for. So those invoices actually came in after the first of the year. Not directly to me nor from what I'm finding out now to the Purchasing Department. But we did push back on the original services submitted by C.A.P. because the information wasn't specific. And --

**CHAIR PRO TEM MILLER-ANDERSON:** So -- wait a minute. So who -- when they submitted them who did they go to?

**DEPUTY CITY MANAGER DANNY JONES:** Initially I think they went to the -- the Purchasing Department, and I received them from Purchasing and had them review them and actually I had Purchasing actually schedule a meeting with Carlos Penin, the -- the CEO of C.A.P., to kind of go over our needs and to just verify the actual cost because of our history with -- with Hybrid.

**CHAIR PRO TEM MILLER-ANDERSON:** But I thought Mr. Mealy just said they didn't --

**DEPUTY CITY MANAGER DANNY JONES:** That those services --

**CHAIR PRO TEM MILLER-ANDERSON:** -- come to him first, right?

**DEPUTY CITY MANAGER DANNY JONES:** Not after that -- not after that particular time. After that initial time, no, they did not. They did not come to the to me, either. So --

**CHAIR PRO TEM MILLER-ANDERSON:** They weren't sending it to anyone?

**DEPUTY CITY MANAGER DANNY JONES:** They weren't sending -- yeah. Doing it.

**CHAIR PRO TEM MILLER-ANDERSON:** They were just doing the work without submitting?

**DEPUTY CITY MANAGER DANNY JONES:** Yes. We had a few things go on in between that, too. We had the hurricane that came in. The first couple of weeks of October, that kind of threw everybody back. We had to use them as part of their recovery team, them meaning -- meaning C.A.P.

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

**DEPUTY CITY MANAGER DANNY JONES:** As a part of the recovery team. So there was a lot of different dynamics going on at that particular time. But we definitely were not happy with the pricing that they were charging, and we did go out and verify and have them provide additional information. Again, we did lose an additional structural inspector in November. Dennis was here and he left in November, and Dennis was doing approximately 20 to 21 structural inspections a day. So just by him leaving it added additional workload that we did not anticipate when we actually signed the agreement, too.

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

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** And to Mr. Jones's point, you can see the trends from the January 13<sup>th</sup> invoice at 73,000 down to the invoice received for March at 59 where Miss March and myself have been working with C.A.P. to refine the exact scope, push back on items that we feel are maybe redundant.

And even inside of those numbers there are -- there are activities that we've questioned. The question has come up why have they not been paid. The majority of amount of those invoices we have sent back comments where we disagree. One of the primary costs is four hours a day for a building official who we have not seen shown up on site, and their contention that this person



operates as the building official remotely from their office has not been satisfactory to myself or Miss March in the six months and that is still in contention. So typically we don't pay invoices until it's resolved, and that is why these invoices still reside in Community Development as we cannot come to -- we have not been able to come to resolution on exactly what services were provided in that one specific line and area.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So some of them are outstanding because we're disputing all them?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** All pretty -- all -- everything you see up there is being disputed in the building official operating in that capacity but not being here on site to provide that service.

**COUNCILPERSON HUBBARD:** Miss --

**CHAIR PRO TEM MILLER-ANDERSON:** Well, who's doing -- are -- are we still up on the inspections that are needed to take place or are we getting behind? Are they still working?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Yes, ma'am. They're still working.

**CHAIR PRO TEM MILLER-ANDERSON:** So there -- so there's possibly more that are coming --

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Well, I mean, the invoice that you see for --

**CHAIR PRO TEM MILLER-ANDERSON:** -- that are coming up?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** -- April 4<sup>th</sup> takes us up through March 31<sup>st</sup>. So we've only gotten one -- we're only into week number one of this month.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So there's more to come?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Yes. And -- and as I said, the constructing activity that's going on in the community -- well, you -- you -- you see the cranes. You see the construction activity. Go back? Yes.

**UNIDENTIFIED SPEAKER:** Go back (unintelligible).

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** You could see the volume of construction that's going on, and as -- as mentioned many times here today, we seem to be heavy into development discussions right now, and that's a good thing. Because developers are coming. They're spending money. But this is the byproduct of that development having to have inspectors in the field to ensure

that the development is done per the building code. Mr. Evans?

**CITY MANAGER EVANS:** If you can go to the other slide where it gets to the Prompt Payment Act? Florida State Statutes requires us to pay invoices with respect to mostly these types of services that are rendered within a 30-day period. And you have about a 10-day window to dispute any of those items.

So realistically the amount that the council has seen on the previous slide is most likely going to be the amount that we are required to pay. C.A.P. has not invoked this statute and said that, you know, "You're out of compliance with the Prompt Payment Act," but it's our assumption that the -- the amount that was on that slide, that \$398,000 and change is going to be the amount in which the City will have to pay to C.A.P. Government for services rendered and the continuous services as we move forward until we hire these vacant positions that are on this particular slide.

**CHAIR PRO TEM MILLER-ANDERSON:** Where are we with look -- looking to fill those positions?

**CITY MANAGER EVANS:** We'll definitely get into -- the Community Development Director kind of hit on the -- the budget amendment and then kind of the transition plan as to how we're going to try to get from point A to point B.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** All right. We've been working with the Finance Department on putting together a budget amendment to reallocate funds from -- obviously we have staff positions that are unfilled leaving resources in those fund sources, and accumulating other funds, we'll bring a -- an agenda item on May 3<sup>rd</sup> for your consideration on putting together funding in order to pay the three -- \$300,000 that has been services rendered and enough funds to cover what is anticipated to be a 90-day transition plan.

Currently all these positions have been posted and advertised. We have applicants in the system that are currently under review by my office and the Human Resources Department, and we're looking to fill those positions expeditiously. The -- unfortunately, we are all in the same boat. The County actually uses C.A.P. as an outsourcing arm, and many other communities are going to this sort of hybrid model where you have a baseline of staff and outsource the difference.

After the great crash 10 years ago, having fluctuations in the market and having to layoff wide swaths of the construction community was -- they're moving away from that. So unfortunately, there aren't enough people out there who do this service so we're in a competition with the other communities for the same individuals. Any questions on that transition plan?

And we -- we anticipate on July 19<sup>th</sup> coming back with an update as to our progress on the hiring process and contemplating reissuing the RFP for services in that timeline to bring a different vendor who will be more in line with our

expectations in the way of costs and professionalism. And -- and I take this moment to not glaze over -- I'm sure there are individuals in the community who have had some issues with C.A.P. and their professionalism.

**CHAIRPERSON DAVIS:** Yeah. Oh, yeah.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** We thought that might be the point of this. We've had at least one, if not two of C.A.P.'s staff members who have been told not to return at my direction because of some incidents --

**COUNCILPERSON PARDO:** Yeah. Several --

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** -- that have occurred. So we have --

**CHAIRPERSON DAVIS:** Me, too.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** -- these are some of the other lingering issues of -- we -- we tried to work with them and if -- if a person isn't able to provide the same quality of service to our residents that we expect, they're asked not to return, and C.A.P. must issue us another individual to provide service to our community.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair?

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

**COUNCILPERSON DAVIS JOHNSON:** Really quickly for clarity's sake, so with the open positions with -- once we fill those five positions, does that not give us a complement that can support the actions? Because didn't I -- did I just understand you to say that in July you're going to come back with another proposed --

**COUNCILPERSON HUBBARD:** May.

**COUNCILPERSON DAVIS JOHNSON:** -- company? Did I understand that?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** In July we're going to come back with an update as to the status of the situation. So we're hoping to have those positions filled. But as I said, with the construction activity going on -- this is just to fill the five positions that we've always had. But as you can see from the trend line, we have a significant increase in construction activity. So it may be to the point where even filling those five positions may not give us the capacity to serve the community, and we would look to have a -- a company on board to help us fill that need, as well.

**COUNCILPERSON DAVIS JOHNSON:** So there are five positions that are currently in the complement?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** Yes. Yeah.

**CITY MANAGER EVANS:** Yes. Currently we're trying to fill those five positions. We're putting that date as the 19<sup>th</sup> as a placeholder in the event that we cannot fill those positions. We can come back to the council and say, This is -- we need to enter into another contract with another entity to provide service. So as we are going out to hire for these positions concurrently, there's going to be an RFP that's going to be issued from Procurement to look for another vendor to provide the service. So worst-case scenario, we wanted to circle back with the Council to tell you, Okay. We have, in fact, hired these five positions, or we need to enter into a contract with another vendor.

**CHAIRPERSON DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No, Miss Johnson --

**CHAIRPERSON DAVIS:** Oh, she's got another question? I apologize.

**COUNCILPERSON HUBBARD:** Yeah. She's not finished.

**COUNCILPERSON DAVIS JOHNSON:** Okay. So understanding that there are five in the complement, is there a -- is there room to add additional positions? And I understand that we're having a challenge maybe identifying individuals. But is our solicitation on par? Is the salary on par? What -- what does the Building Official and Community Development really need in order to support this type of growth and development barring having to go out and find another firm? Because those costs seem to be --

**CHAIRPERSON DAVIS:** Right.

**COUNCILPERSON DAVIS JOHNSON:** -- extremely on the high side. And so what -- what are we --

**CITY MANAGER EVANS:** We are certainly looking at that, and one of the concerns that have been communicated from the department and professionals in the industry, that there may be some issues with respect to compensation. So we are also prepared that if we -- this first go-around, if we don't get quality applicants to come back before the council and say, We need to look at the rate of compensation with respect to those positions, 'cause the City Manager per the charter has the ability to go 10 percent above the minimum. Anything beyond that would have to come before council.

**COUNCILPERSON DAVIS JOHNSON:** Right.

**CITY MANAGER EVANS:** So we're -- we're exploring those options, as well.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Does the building official think that the number of people -- or can we hear from the building official? Is that going to be enough people to -- as -- as Miss Davis Johnson asked, is that going to be enough people to take -- to put us on the road to getting rid of third-party vendors and the type of -- the type of -- is she here tonight? Can we -- can we hear from her?

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** I -- I believe so. But I can tell you that as we are in the budget process internally, we --

**COUNCILPERSON HUBBARD:** Uh-huh.

**COMMUNITY DEVELOPMENT DIRECTOR BAILEY:** -- in my department, knowing that this is an issue, we've had many conversation and the building official has put it in a request for additional staffing. And as that rolls up through the normal budget process, that'll go into the hopper and a recommendation to the manager from our department.

**COUNCILPERSON HUBBARD:** What I -- okay. I guess you are misunderstanding me. I'll -- I'll try to -- I'll try to ask her a little bit clearer. She's behind you. Okay. My question to Mr. Bailey, Miss March, was this: If we hire -- I guess that's six positions.

**CHAIRPERSON DAVIS:** Six.

**COUNCILPERSON HUBBARD:** I see --

**COUNCILPERSON HUBBARD:** Five. Right?

**UNIDENTIFIED SPEAKER:** Five.

**COUNCILPERSON HUBBARD:** -- six. They say it's five open positions.

**CHAIRPERSON DAVIS:** Five.

**COUNCILPERSON DAVIS JOHNSON:** Uh-huh. Three building inspectors.

**CHAIRPERSON DAVIS:** Yeah, inspectors. That's right.

**COUNCILPERSON DAVIS JOHNSON:** Combination Plans.

**COUNCILPERSON HUBBARD:** Okay. That is five. So -- I'm counting. With those five positions, that's going to take on all the work of the C.A.P. group or any other third party vendor that we have. One, I'd like you to speak to the -- to the salaries and to the job -- to the job -- are we putting out jobs -- most of the questions that Miss Johnson just stated. The salaries, the job descriptions themselves. The number of people that we're asking for. Is that going to get us

on track to take us away from C.A.P.?

Understand me -- and you can speak to this, as well -- I'm not saying by any chance that I have a problem with C.A.P. I -- I believe that every company that provides us service, that we should pay them. Once y'all review their invoices and if y'all see that they're okay, I don't have a problem with that. Going from company to company, what difference does it really make? Until we fill our positions and get our department up to par.

**BUILDING OFFICIAL MARCH:** Good evening, dais. I guess your first question was will those five positions be sufficient to get us where we need to be. The answer is the first five positions if we could fill the vacancies and do that rapidly, it would pull us out of the hole. If the current construction trends continue, the five positions will likely not be enough. We would have to augment our current staff load. We're looking at maybe an additional three positions to add to that.

**CITY MANAGER EVANS:** And -- and -- and Councilman, one -- one of the things that we certainly will do as part of this transition plan and as part of filling these positions, we're going to look at that level of service, and that will be an item that the council will discuss as part of the budget discussions, because we will have a little bit more information under our belt to try to predict where the trends are. So there may be a request for additional positions to address the needs in -- in the department and potential restructuring or reclassifying some positions to make sure that it's consistent with what the needs are of the organization.

**COUNCILPERSON HUBBARD:** Okay. I -- I -- and as my colleagues also stated that -- well, I'm sorry, Mr. Bailey stated that, you know, it's really competitive out there now and finding people -- how have we been doing with the applications that you've been reviewing?

**CHAIR PRO TEM MILLER-ANDERSON:** Excuse me, Chair, Miss Hubbard. We all -- you went to -- I don't know why we said 10:55. So we're at cut-off time. I want to make a motion for another -- till 11:30.

**CHAIRPERSON DAVIS:** Oh, no.

**UNIDENTIFIED SPEAKER:** No.

**CHAIR PRO TEM MILLER-ANDERSON:** We don't have to go to 11:30.

**CHAIRPERSON DAVIS:** Uh-uh. I vote --

**CHAIR PRO TEM MILLER-ANDERSON:** 11:15?

**COUNCILPERSON HUBBARD:** Making a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** Making a motion 11:30. And if we

finish before then, we just finish before then. Believe me, I'm not trying to stay here all night. I'm just saying if we need the time, we have it available so we don't have to come back again and keep saying that --

**CHAIRPERSON DAVIS:** That's enough time.

**COUNCILPERSON DAVIS JOHNSON:** May I ask a question?

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

**COUNCILPERSON DAVIS JOHNSON:** Before we make this a -- what are we -- what -- what is the end result here? This was discussion and deliberation. So what is staff's ultimate goal here?

**CITY MANAGER EVANS:** The intent behind this particular item was to inform the council that we had exceeded the item that was appropriated in the budget and that we will be bringing forward a budget amendment to, in essence, pay the money for the services that were rendered by C.A.P.

And so we wanted to inform the council before we brought that item before you specifically. To this item, then the Cold Storage was an explanation of the -- the items that we experienced through that particular process. So it was to provide the council some information. So when you see a budget amendment for a potential 4 to \$500,000, it wasn't going to be the first time the council would see that.

**CITY CLERK ANTHONY:** Mr. Chair, it's -- it's 10:56 and there's a motion on the floor. No second.

**COUNCILPERSON HUBBARD:** Second. Second. Second.

**CHAIRPERSON DAVIS:** Madam Clerk?

**CITY CLERK ANTHONY:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No.

**CITY CLERK ANTHONY:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**CITY CLERK ANTHONY:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**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 Davis, Davis Johnson and Pardo dissenting.

**CHAIRPERSON DAVIS:** Have a motion to adjourn the meeting?

**REGULAR ITEMS TABLED**

**DISCUSSION BY CITY MANAGER DISCUSSION BY CITY ATTORNEY CITY COUNCIL COMMITTEE REPORTS STATEMENTS BY THE MAYOR AND CITY COUNCIL ADJOURNMENT**

**COUNCILPERSON PARDO:** So moved.

**CHAIRPERSON DAVIS:** Moved by Councilperson Pardo.

(CONCLUSION OF SPECIAL CITY COUNCIL MEETING)

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

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

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

\_\_\_\_\_  
**TERENCE D. DAVIS**



**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:**   MAY 17, 2017

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT RESOLUTION

---

**Subject:** A resolution authorizing the Mayor and City Clerk to execute the Fourth Cycle Permit Interlocal Agreement with the Northern Palm Beach County Improvement District as the lead co-permittee for the Palm Beach County National Pollutant Discharge Elimination System (NPDES) program.

---

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

---

<b>Originating Dept</b>	Public Works	<b>Costs</b>	\$17,187
<b>User Dept.</b>	Public Works	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	Fund <u>460</u> Dept/Division <u>1127</u> Org. <u>541</u> Object <u>0</u> Reporting Category: <u>3101</u>
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

With the EPA's issuance of the National Pollutant Discharge Elimination System (NPDES) permit in 1996 and the state's subsequent annual regulatory program (FDEP Rule 62-4.052, F.A.C.); municipalities are required to renew Municipal Separate Storm Sewer System (MS4) NPDES Permit annually. Due to the number of permittees and the tasks that must be performed pursuant to each MS4 NPDES permit, it has been found to be more economically and administratively feasible for municipalities to work in conjunction with the Northern Palm Beach County Improvement District ("District") to provide certain services related to the reporting and submission of reports and applications.

Some of the advantages of such an agreement include the use of any consultants retained by the District to assist in reporting efforts, notification of rule and regulation changes, assurance that reporting is done timely and is in accordance with guidelines, and the timely submission of applications to the State of Florida.

Staff requests City Council approval to execute the Fourth Cycle Permit Interlocal Agreement with the District.

<b>Fiscal Years</b>	2017	2018	2019	2020	2021
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	\$17,187	\$17,500	\$17,800	\$18,100	\$18,400
<b>External Revenues</b>	NA				
<b>Program Income (city)</b>	NA				
<b>In-kind Match (city)</b>	NA				
<b>Net Fiscal Impact</b>	\$17,187	\$17,500	\$17,800	\$18,100	\$18,400
<b>NO. Additional FTE Positions (cumulative)</b>	N/A				

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### ATTACHMENTS:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RESOLUTION - _INTERLOCAL_AGREEMENT_FOR_NPDES_2017.doc	Resolution	5/4/2017	Resolution
NPDES_Agr-Riviera_Beach.pdf	NPDES Agreement	5/4/2017	Agreement
Riviera_Beach.pdf	Third Term Local Agreement	5/4/2017	Agreement

#### REVIEWERS:

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
-------------------	-----------------	---------------	-------------

Public Works	Johnson, Brynt	Approved	5/4/2017 - 3:59 PM
Purchasing	Mealy, Dean	Approved	5/4/2017 - 4:40 PM
Finance	sherman, randy	Approved	5/5/2017 - 12:11 PM
Attorney	Degraffenreidt, Andrew	Approved	5/5/2017 - 2:23 PM
City Clerk	Burgess, Jackie	Approved	5/5/2017 - 3:55 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:47 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT WITH THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AS THE LEAD CO-PERMITTEE FOR THE PALM BEACH COUNTY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM ACCOUNT NUMBER 460-1127-541-0-3101; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") is an independent special district of the State of Florida, operating in accordance with the provisions of Chapter 2000-467, Laws of Florida, as amended and supplemented, and applicable provisions of Chapter 298, Florida Statutes; and

**WHEREAS**, the District is the lead Co-Permittee for the Palm Beach County NPDES program with the City being one of the Co-Permittees with the District in regard to the subject Palm Beach County NPDES program; and

**WHEREAS**, the District and the City of Riviera Beach first entered into an interlocal agreement on July 30, 1991 with a subsequent agreement on July 16, 2003 and a third agreement on August 24, 2011 for the District to provide National Pollutant Discharge Elimination System (NPDES) services for the City of Riviera Beach; and

**WHEREAS**, the District, which coordinates the efforts of most municipalities in Palm Beach County, is offering to provide most of the services for the City of Riviera Beach at the cost of approximately \$17,187 annually.

**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 approves the Fourth Cycle Permit Interlocal Agreement between the City and District to provide services as specified in the proposed interlocal agreement and as required for NPDES reporting and submission requirements.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the agreement with the Northern Palm Beach County Improvement District.

**SECTION 3.** The Director of Finance and Administrative Services is authorized to make payment from account number 460-1127-541-0-3101.

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

**PAGE: 2**

**SECTION 4.** That the Resolution take effect upon its passage and approval by City Council.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

PAGE: 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KaSHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

DATE: \_\_\_\_\_

D. PARDO

\_\_\_\_\_

T. DAVIS

\_\_\_\_\_



## **MS4 NPDES FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT**

This MS4 NPDES Fourth Cycle Permit Interlocal Agreement (the “Agreement”) is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the “Lead Permittee”), and CITY OF RIVIERA BEACH (hereinafter referred to as “the Co-Permittee”).

### W I T N E S S E T H:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as “EPA”) on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System (“NPDES”) Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the “MS4 NPDES Permit”) to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System (“MS4”) Permittees (hereinafter referred to jointly as the “Permittees”); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP’s costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities conducted under the MS4 NPDES Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it has been previously determined that it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4

NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the Lead Permittee; and

WHEREAS, the parties hereto have previously entered into interlocal agreements regarding the MS4 NPDES Permit, most recently a Third Term Permit Interlocal Agreement, which agreement continues from year to year, subject to the annual Funding Year renewal process set forth in Section 3.03 of said agreement, unless otherwise terminated in accordance with other provisions of said agreement; and

WHEREAS, the MS4 NPDES Third Term Permit expired March 1, 2016; and

WHEREAS, the Permittees timely submitted a re-application for a permit renewal, thereby administratively continuing the MS4 NPDES Third Term Permit until such time as a new NPDES permit was issued; and

WHEREAS, FDEP issued an MS4 NPDES Permit for a Fourth Cycle, hereinafter referred to as the “MS4 NPDES Fourth Cycle Permit”, on September 8, 2016; and

WHEREAS, Section 4.02 of the NPDES Third Term Permit Interlocal Agreement provides, in pertinent part, that any changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of that agreement, are expressly excluded from and not a subject of said agreement unless and until agreed to by written agreement of the parties; and

WHEREAS, the MS4 NPDES Fourth Cycle Permit contains several changes, modifications, revisions, or additions to the terms of the MS4 Third Term Permit, thereby necessitating this MS4 Fourth Cycle Permit Interlocal Agreement in lieu of an amendment to the prior agreement; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

#### SECTION ONE REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

#### SECTION TWO DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The City of Riviera Beach is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

### SECTION THREE TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term “Funding Year” is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

### SECTION FOUR SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

#### 4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit “A” which is attached hereto and incorporated herein (the “Lead Permittee Services”). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit “A” and made a part of this Agreement. All revisions to Exhibit “A” shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified as being its individual responsibility in the MS4 NPDES Permit.

#### 4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, MS4 NPDES permits must be consistent with the requirements of FDEP-adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality

standards, or other information show a need for a different limitation or monitoring requirement. It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

## SECTION FIVE BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled “Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds” (the “Resolution”), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit “B”.

Section 2 of the Resolution incorporates by reference the “NDPES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds” (the “Procedures”) which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the MS4 NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the MS4 NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above, the parties agree that for the upcoming 2016/2017 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of Seventeen Thousand One Hundred Eighty-Seven dollars

(\$17,187.00), which sum represents payment of both the Lead Permittee's Services for the upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2016/2017 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2016, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31<sup>st</sup> of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

## SECTION SIX PAYMENT PROCEDURE

The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2016 or in twelve (12) equal monthly installments commencing on October 15, 2016, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as “Payment Due Date(s)”). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred to as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as “Payment Due Date(s)”). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties’ agreement as to a particular Funding Year’s payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee’s allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee’s intent to draw down funds from the Co-Permittee’s Reserve Fund Contingency in order to pay said Co-Permittee’s allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee’s allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee’s Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by

the remaining months of that particular Funding Year and paid to the Lead Permittee in equal monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

## SECTION SEVEN OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.



With a copy to:

Betsy S. Burden, Esq.  
Caldwell Pacetti Edwards Schoech & Viator LLP  
1555 Palm Beach Lakes Blvd., Suite 1200  
West Palm Beach, Florida 33401  
Phone: (561) 655-0620  
Fax: (561) 655-3775  
Email: burden@caldwellpacetti.com

As to Co-Permittee:

Name of Authorized Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name of Permittee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

(Balance of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

[DISTRICT SEAL]

EXECUTED by Co-Permittee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF RIVIERA BEACH

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

(From Fourth Cycle Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities to be conducted for compliance with the Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the MS4 NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the MS4 NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.7.c, Part A.7.d, Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, and assistance with the activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

(From Third Term Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d, and Part III.A.9.b and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, assessment, monitoring and execution of activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

EXHIBIT "B"

RESOLUTION NO. 2016-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING REVISIONS/UPDATES TO THE MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") issued a National Pollutant Discharge Elimination System Permit No. FLS000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees that make up the governmental bodies subject to the NPDES Permit previously nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and the submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is in the process of entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, in January of 2011, the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, which Administrative Procedures were thereafter adopted by Northern; and

WHEREAS, on March 21, 2012, the NPDES Steering Committee adopted revised Administrative Procedures for the Collection, Management and Disbursement of NPDES Interlocal Agreement Funds; and

WHEREAS, a new MS4 NPDES Permit was issued by FDEP to the District and the other Co-Permittees on September 8, 2016; and

WHEREAS, it is necessary to further revise the Administrative Procedures to update the years for the alternative payment schedule contained in Section I of said Procedures, and to make minor clerical revisions; and

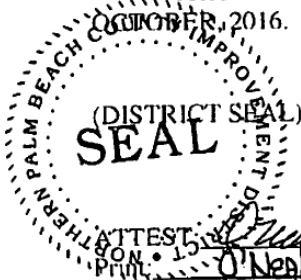
WHEREAS, at its meeting held September 21, 2016, the NPDES Steering Committee recommended such updates be made to said Procedures; and

WHEREAS, Northern has been asked to adopt and comply with the Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 for the purpose of administering the funds it receives as the Lead Permittee pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016.
2. That Northern Palm Beach County Improvement District does hereby incorporate by this reference the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.
3. That the January 2011 Administrative Procedures as revised on March 21, 2012 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.
4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 26TH DAY OF OCTOBER, 2016.



TESTED: [Signature]  
Print: O'Neal Bardin Jr.  
Title: Assistant Secretary

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

BY: [Signature]  
Print: Garo Artinian  
Title: Vice President

As Revised by Steering Committee  
March 21, 2012;  
As Further Revised by Steering Committee  
September 21, 2016

MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES  
FOR COLLECTION, MANAGEMENT AND DISBURSEMENT  
OF NPDES INTERLOCAL AGREEMENT FUNDS

The MS4 NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the MS4 NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative MS4 NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the MS4 NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreement.



4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the MS4 NPDES Interlocal Agreement, for expenses not previously addressed at a Steering Committee meeting, NPBCID shall notify and consult, if time permits, the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall notify the affected Co-Permittee(s) and the Steering Committee of the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter for discussion and recommendation purposes to the Co-Permittees at the next regularly scheduled MS4 NPDES Steering Committee meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees).

6. MS4 NPDES Interlocal Agreement Budget Adoption Process. All future MS4 NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31<sup>st</sup> of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 19th DAY OF JANUARY, 2011.

ATTACHMENT "A"

**MS4 NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT**

**FISCAL YEAR \_\_\_\_\_**

**FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_**

**CASH ON HAND [date]**

**XXX,XXX.XX**

***REVENUE: \_\_\_\_\_ TO \_\_\_\_\_***

AGREEMENT FEES

XXX,XXX.XX

**TOTAL REVENUES**

XXX,XXX.XX

**XXX,XXX.XX**

**TOTAL CASH AND REVENUES AVAIL  
FOR EXPENDITURES**

**XXX,XXX.XX**

***EXPENDITURES PAID DURING \_\_\_\_\_ TO \_\_\_\_\_***

ENGINEERING

X.XX

OTHER PROFESSIONAL FEES

X.XX

MISCELLANEOUS EXPENSES

X.XX

GOVERNMENTAL REGISTRATION FEES

X.XX

LEGAL

X.XX

**TOTAL EXPENDITURES**

X.XX

**X.XX**

**FUND BALANCE AT [date]**

**XXX,XXX.XX**

RESERVE FOR CONTINGENCIES

-XX,XXX.XX

**UNRESERVED FUND BALANCE**

**XXX,XXX.XX**

**NPDES THIRD TERM PERMIT  
INTERLOCAL AGREEMENT**

**RECEIVED**  
OCT 11 2011

This Interlocal Agreement (the "Agreement") is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and CITY OF RIVIERA BEACH (hereinafter referred to as "the Co-Permittee").

**WITNESSETH:**

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the Lead Permittee; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of 2 representatives of large municipalities, 2 representatives of smaller municipalities, 1 representative of special districts, 1 representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities required under the MS4 NPDES

Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

### SECTION ONE REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

### SECTION TWO DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The City of Riviera Beach is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

### SECTION THREE TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

SECTION FOUR  
SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified as being its individual responsibility in the MS4 NPDES Permit.

4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, NPDES permits must be consistent with the requirements of adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement. It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

SECTION FIVE  
BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Resolution"), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit "B."

Section 2 of the Resolution incorporates by reference the "NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures") which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above, the parties agree that for the upcoming 2011/2012 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of TWELVE THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 (\$12,815.00) DOLLARS, which sum represents payment of both the Lead Permittee's Services for the upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2011/2012 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2011, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31<sup>st</sup> of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this

1. The Commission has received information from the Government of the United States of America that the United States has been providing military assistance to the Government of the Republic of the Philippines in the form of arms, ammunition, and other military equipment. The Commission is concerned that this assistance may be used to suppress the rights of the people of the Philippines and to maintain the status quo in the country. The Commission is therefore requesting the Government of the United States to provide information on the nature and extent of this assistance and to ensure that it is not used for the purpose of suppressing the rights of the people of the Philippines.

[illegible]

10-10-1964

[illegible][illegible]

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Finally, the last step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking the progress of the solution. Once the problem has been solved, the final step is to evaluate the results and determine if the solution was effective. This involves comparing the results of the solution to the original problem and determining if the problem has been solved. If the problem has not been solved, the process may need to be repeated.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The investigator must first identify the problem and then determine the scope of the study. The next step is to design the study. This involves determining the methods to be used and the data to be collected. The third step is to collect the data. This is done by the investigator who is responsible for the study. The fourth step is to analyze the data. This involves determining the results of the study and the conclusions that can be drawn from the data. The final step is to report the results of the study. This is done by the investigator who is responsible for the study.

Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

## SECTION SIX PAYMENT PROCEDURE

The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2011 or in twelve (12) equal monthly installments commencing on October 15, 2011, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred to as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein may be utilized by the Co-Permittee, unless and



until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties' agreement as to a particular Funding Year's payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by the remaining months of that particular Funding Year and paid to the Lead Permittee in equal monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

## SECTION SEVEN OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed changes to the law of the United Kingdom regarding the treatment of the British Commonwealth countries.

1. The first condition is that the system is in a state of equilibrium. This means that the system is not changing over time, and the forces acting on it are balanced. This is a necessary condition for the system to be in a steady state, which is the condition required for the application of the laws of thermodynamics.

[illegible]

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States. The Commission is therefore unable to determine whether the CLA is a legitimate organization or a subversive one. The Commission is therefore unable to determine whether the CLA is a legitimate organization or a subversive one.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the root cause of the problem. Once the causes of the problem have been identified, the next step is to develop a plan of action to address the problem. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the final step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Once the problem has been solved, the final step is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

RECEIVED  
JAN 10 1968

JAN 10 1968

Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be entitled to receive a refund from the Lead Permittee for any monies that the Co-Permittee has previously paid pursuant to this Agreement unless the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement. In that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for its allocable share of the amount of such reduction in costs and expenses.

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

## **SECTION EIGHT**

### **ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT**

8.01. Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign

immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.03. Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process.

## SECTION NINE MISCELLANEOUS PROVISIONS

9.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee:        Northern Palm Beach County Improvement District  
   359 Hiatt Drive  
   Palm Beach Gardens, Florida 33418  
   Attn: Executive Director  
   Phone: (561) 624-7830  
   Fax: (561) 624-7839

With a copy to:                Betsy S. Burden, Esq.  
   Caldwell Pacetti Edwards Schoech & Viator LLP  
   One Clearlake Centre  
   250 South Australian Avenue, Suite 600  
   West Palm Beach, Florida 33401  
   Phone: (561) 655-0620  
   Fax: (561) 655-3775

As to Co-Permittee:         City of Riviera Beach  
   2391 Avenue L  
   Riviera Beach, FL 33409  
   Attn: Director of Public Works  
   Phone: 561-845-4080  
   Fax: 561-840-4845

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the

parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

(Balance of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this 24<sup>th</sup> day of August, 2011.

ATTEST:

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

By: [Signature]  
Secretary

By: [Signature]  
Print: Ronald M. Ash, President  
Title: NPBCID Board of Supervisors

[DISTRICT SEAL]

EXECUTED by Co-Permittee this 3 day of August, 2011.

ATTEST:

CITY OF RIVIERA BEACH

By: [Signature]  
Carrie Ford, City Clerk

By: [Signature]  
Print: Thomas A. Masters  
Title: Mayor

[SEAL]

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Samuel H. B.

## **EXHIBIT "A"**

### **LEAD PERMITTEE RESPONSIBILITIES**

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.
- II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.
- IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.
- V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d., Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the NPDES Steering Committee.
- VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.
- VII. The timely preparation, coordination, and execution of a monitoring program required by Part V.B. of the MS4 NPDES Permit.
- VIII. The timely coordination, assessment, monitoring, and execution of activities associated with FDEP's Total Maximum Daily Load (TMDL Program) as required by Part VIII.
- IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.



The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

(Balance of Page Intentionally Left Blank.)

EXHIBIT "B"

RESOLUTION NO. 2011-04  
OF THE BOARD OF SUPERVISORS OF  
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT  
APPROVING THE NPDES STEERING COMMITTEE ADMINISTRATIVE  
PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT  
OF NPDES INTERLOCAL AGREEMENT FUNDS.

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 59-994, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the United States Environmental Protection Agency issued its National Pollutant Discharge Elimination System Permit No. FL5000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees who make up the governmental bodies subject to the NPDES Permit have nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, the Lead Permittee, Northern, is entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, on January 19, 2011 the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, a true and correct copy of which is attached hereto and identified as the NPDES Steering Committee Administrative Procedures; and

WHEREAS, Northern has been requested to adopt and comply with the aforementioned NPDES Steering Committee Administrative Procedures for purposes of

administering the funds to be paid to it pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the NPDES Steering Committee Administrative Procedures.

2. That Northern Palm Beach County Improvement District does hereby incorporate by reference the NPDES Steering Committee Administrative Procedures into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 23RD DAY OF FEBRUARY, 2011.

(DISTRICT SEAL)

ATTEST:

O'Neal Bardsley, Jr., Secretary

Ronald M. Ash, President

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

THE UNITED STATES OF AMERICA

DO hereby certify that

the within and foregoing is a true and correct copy of the original as the same appears on the records of the

County of \_\_\_\_\_ State of \_\_\_\_\_

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

~~Notary Public for the State of \_\_\_\_\_~~

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

**NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES  
FOR COLLECTION, MANAGEMENT AND DISBURSEMENT  
OF NPDES INTERLOCAL AGREEMENT FUNDS**

The NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the first Funding Year are required to be paid on or before October 1, 2010, January 1, 2011, April 1, 2011 and July 1, 2011, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

**2. Income and Disbursement Accounting Documentation**

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreement.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

RECEIVED: 1997-01-27; REVISED: 1997-05-27; ACCEPTED: 1997-06-10

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. What is the purpose of the study?

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

bioRxiv preprint doi: <https://doi.org/10.1101/000000>; this version posted January 1, 2016. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

[illegible]

1. *Journal of Management Studies*, 1997, 34, 1, 1-14.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the NPDES Interlocal Agreement, NPBCID shall be required to subject its request to the Steering Committee members and receive approval from a super-majority of at least five (5) of the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall be required to submit to the Steering Committee the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter to the Co-Permittees at the next regularly scheduled Steering Committee NPDES meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees) for consideration and vote by those representatives of the Co-Permittees present at the meeting. An affirmative vote by a simple majority (i.e., over fifty percent) of those representatives of the Co-Permittees present at the meeting (with only one (1) representative of each Co-Permittee being entitled to vote on the matter at issue) will be required before NPBCID is authorized to incur the subject unexpected additional costs and expenses.

6. NPDES Interlocal Agreement Budget Adoption Process. All future NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31<sup>st</sup> of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

**(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.**

**APPROVED AND ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY, 2011.**



**ATTACHMENT "A"**

**NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT**  
**FISCAL YEAR \_\_\_\_\_**  
**FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_**

<b><u>CASH ON HAND (date)</u></b>		<b><u>XXX.XXX.XX</u></b>
<b>REVENUE: _____ TO _____</b>		
<b>AGREEMENT FEES</b>	<b><u>XXX.XXX.XX</u></b>	
<b><u>TOTAL REVENUES</u></b>	<b><u>XXX.XXX.XX</u></b>	<b><u>XXX.XXX.XX</u></b>
<b>TOTAL CASH AND REVENUES AVAIL FOR EXPENDITURES</b>		<b><u>XXX.XXX.XX</u></b>
<b>EXPENDITURES PAID DURING _____ TO _____</b>		
<b>ENGINEERING</b>	<b>X.XX</b>	
<b>OTHER PROFESSIONAL FEES</b>	<b>X.XX</b>	
<b>MISCELLANEOUS EXPENSES</b>	<b>X.XX</b>	
<b>GOVERNMENTAL REGISTRATION FEES</b>	<b>X.XX</b>	
<b>LEGAL</b>	<b>X.XX</b>	
<b><u>TOTAL EXPENDITURES</u></b>	<b><u>XXX</u></b>	<b><u>X.XX</u></b>
<b><u>FUND BALANCE AT (date)</u></b>		<b><u>XXX.XXX.XX</u></b>
<b>RESERVE FOR CONTINGENCIES</b>		<b><u>-XX.XXX.XX</u></b>
<b><u>UNRESERVED FUND BALANCE</u></b>		<b><u>XXX.XXX.XX</u></b>

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT RESOLUTION

---

**Subject:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE EFFORTS OF THE PALM BEACH COUNTY SOBER HOMES TASK FORCE, WHICH IS FACILITATED BY THE OFFICE OF STATE ATTORNEY, DAVE ARONBERG, AND PROVIDING NOTIFICATION OF INTEREST OF MEMBERSHIP ON THE SOBER HOMES TASK FORCE; AUTHORIZING THE CITY MANAGER TO PROVIDE THIS RESOLUTION TO THE OFFICE OF THE STATE ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

**Recommendation/Motion:** City staff recommends that the City Council consider the attached resolution and associated attachments.

---

<b>Originating Dept</b>	Community Development	<b>Costs</b>	N/A
<b>User Dept.</b>	City	<b>Funding Source</b>	N/A
<b>Advertised</b>	No	<b>Budget Account Number</b>	N/A
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

Discussion ensued regarding sober homes during the March 27, 2017 City Council Meeting. It is known that the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) limit government oversight of recovery residences, commonly referred to as sober homes. Currently, the Office of the State Attorney, Dave Aronberg, facilitates the Palm Beach County Sober Homes Task Force (hereinafter Task Force).

The Task Force issued a report on January 1, 2017, which included identified problems and recommended changes to existing laws and regulations governing substance abuse treatment and recovery residence industries. Overall, the Task Force includes approximately 34 members, with the Task Force Proviso Group consisting of approximately 17 individuals, representing various for-profit, non-profit and governmental entities throughout Palm Beach County. The City Council desires to provide notification of interest of membership when a position on the Task Force becomes available, or if a new membership position is created in the future.

**Fiscal Years** N/A

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

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### ATTACHMENTS:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution__Sober_Homes_Task_Force_5-8-17.pdf	Resolution, Sober Home Taskforce	5/9/2017	Cover Memo
Exhibit_A_-_Task_Force_Report_2017.pdf	Exhibit A - Task Force Report 2017	3/28/2017	Exhibit
Exhibit_B_-_Membership_Lists.pdf	Exhibit B - Membership Lists	3/28/2017	Exhibit
Exhibit_C_-_Meeting_Schedule.pdf	Exhibit C - Meeting Schedule	3/28/2017	Exhibit

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Community Development	Bailey, Terrance	Approved	5/8/2017 - 4:46 PM
Purchasing	Mealy, Dean	Approved	5/8/2017 - 5:02 PM
Finance	sherman, randy	Rejected	5/9/2017 - 7:22 AM
Community Development	Bailey, Terrance	Approved	5/9/2017 - 8:43 AM
Purchasing	Mealy, Dean	Approved	5/9/2017 - 9:06 AM
Finance	sherman, randy	Approved	5/9/2017 - 9:09 AM
Attorney	Degraffenreidt, Andrew	Approved	5/9/2017 - 12:39 PM
City Clerk	Burgess, Jackie	Approved	5/9/2017 - 2:48 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 5:14 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE EFFORTS OF THE PALM BEACH COUNTY SOBER HOMES TASK FORCE, WHICH IS FACILITATED BY THE OFFICE OF STATE ATTORNEY, DAVE ARONBERG, AND PROVIDING NOTIFICATION OF INTEREST OF MEMBERSHIP ON THE SOBER HOMES TASK FORCE; AUTHORIZING THE CITY MANAGER TO PROVIDE THIS RESOLUTION TO THE OFFICE OF THE STATE ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, discussion ensued regarding sober homes during the March 27, 2017 City Council Meeting; and

**WHEREAS**, the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) limit government oversight of recovery residences, commonly referred to as sober homes; and

**WHEREAS**, the Office of the State Attorney, Dave Aronberg, facilitates the Palm Beach County Sober Homes Task Force (hereinafter Task Force); and

**WHEREAS**, the Task Force issued a report on January 1, 2017, which included identified problems and recommended changes to existing laws and regulations governing substance abuse treatment and recovery residence industries (attached hereto as Exhibit 'A'); and

**WHEREAS**, the Task Force includes approximately 34 members, with the Task Force Proviso Group consisting of approximately 17 individuals, representing various for-profit, non-profit and governmental entities throughout Palm Beach County; (membership lists attached hereto as Exhibit 'B'); and

**WHEREAS**, the City Council desires to provide notification of interest of membership when a position on the Task Force becomes available, or if a new membership position is created in the future; and

**WHEREAS**, the City Council authorizes the City Manager to provide this resolution to the Office of the State Attorney, and authorizes City Staff to attend and participate in future Task Force Meetings (meeting schedule attached hereto as Exhibit 'C').

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

**RESOLUTION NO. \_\_\_\_\_**  
**Page 2 of 3**

**SECTION 1.** The City Council hereby supports the efforts of the Palm Beach County Sober Homes Task Force and provides notification of interest of membership on the Task Force.

**SECTION 2.** The January 1, 2017 Task Force Report, Membership Lists and the Meeting Schedule are attached hereto and made part of this Resolution as Exhibit 'A', 'B' and 'C'.

**SECTION 3.** The City Council hereby authorizes the City Manager to provide this resolution to the Office of the State Attorney (sans exhibits).

**SECTION 4.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

[ REMAINDER OF PAGE INTENTIONALLY BLANK. ]

RESOLUTION NO. \_\_\_\_\_  
Page 3 of 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
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: \_\_\_\_\_

# **PALM BEACH COUNTY SOBER HOMES TASK FORCE REPORT**

## **IDENTIFICATION OF PROBLEMS IN THE SUBSTANCE ABUSE TREATMENT AND RECOVERY RESIDENCE INDUSTRIES WITH RECOMMENDED CHANGES TO EXISTING LAWS AND REGULATIONS**

**JANUARY 1, 2017**

### **BACKGROUND AND SCOPE**

Florida is in the midst of an opioid crisis. Although South Florida has experienced the worst of this crisis, it is present and growing in other areas of the State. The crackdown on pill mills dispensing opioid drugs, such as oxycodone and hydrocodone, has contributed to the rise in heroin addiction. The introduction of synthetic opiates such as fentanyl (100 times more potent than morphine), and carfentanil (1000 times more potent than Morphine), puts Florida on a pace to double the number of overdose deaths over last year's horrific numbers. Federal laws, including the Mental Health Parity and Addiction Equity Act of 2008 and the Affordable Care Act of 2012, have dramatically increased required insurance coverage for behavioral health issues, including substance abuse treatment. Children remain on their parents' insurance policies until age 26 and pre-existing conditions may no longer be excluded from coverage. Young adults with a Substance Use Disorder (SUD) are being marketed to Florida's recovery residences, also known as sober homes, and substance abuse treatment providers by the thousands, and many in this vulnerable class are being exploited and abused. The lack of effective oversight of this industry, especially in the private sector, has allowed bad actors to flourish, significantly contributing to the rising death toll.

The Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) have combined to limit government oversight of recovery residences that house persons recovering from SUDs. Florida has become a medical vacation destination as desperate parents continue to send their adult children to Florida for treatment. The flood of out-of-state patients, with insurance covering more lucrative out-of-network programs, has created a billion-dollar industry in Florida, with little oversight.



Recognizing the problem, the Florida Legislature asked Dave Aronberg, State Attorney for the 15<sup>th</sup> Judicial Circuit, to form a Task Force to study the issue and recommend changes to Florida law and administrative rules to combat this crisis. Mr. Aronberg established three groups. First, a Law Enforcement Task Force to investigate and arrest the rogue players in the treatment and recovery residence industries, using current laws. These coordinated law enforcement efforts have also helped to identify the strengths and weaknesses of existing criminal laws. Second, a Proviso Task Force, including members of organizations named in the legislative proviso, was created to study the issues and make specific recommendations for positive change through legislation and regulatory enhancements. Lastly, a third, larger and more inclusive group, was created from a broad-based combination of industry representatives, public officials, private organizations and individuals to further study the problem and recommend solutions. The following report reflects the findings of the study and contains a number of recommendations endorsed by the two Task Force groups. The recommendations in this report reflect the overwhelming consensus of the groups although there was not unanimous agreement on all recommendations outlined in the report.

The economic environment of substance abuse treatment in Florida, primarily in the private sector, creates the opportunity for abuse: overbilling for services, most notably confirmatory and quantitative urinalysis testing (UA); marketing abuses; patient brokering; unregulated “flophouses” masquerading as sober homes and a system that encourages relapse. There is an incentive for marketers to refer patients to an out-of-network program, resulting in more referrals of out-of-state patients to providers in Florida. Out-of-network providers are generally not bound by contract to a set fee schedule for services. Thus, there is an economic incentive for providers who are not bound by pre-set charges to treat out-of-network patients. In a recent Optum report, it was estimated that insurance company reimbursement for out-of-network drug treatment was, on average, three times the amount paid for the same in-network

services.<sup>1</sup> That same study showed that 75% of private sector patients actively being treated in Florida are from out-of-state.

There are a number of causes contributing to the explosive expansion of this tragic opioid epidemic. A Florida Department of Law Enforcement study in conjunction with the Medical Examiners Commission, released in September 2016, aptly shows that this is not solely a Palm Beach County, or South Florida crisis. Statewide, in 2015, heroin caused 733 deaths,<sup>2</sup> fentanyl, 705, oxycodone, 565, and hydrocodone, 236. Deaths caused by heroin increased by 79.7 percent, and fentanyl by 77.6 percent statewide when compared with 2014. Total deaths in 2015 with morphine detected, 1,483; fentanyl detected, 911; heroin, 779.<sup>3</sup> All indications are that the statewide death toll for 2016 will be significantly higher. According to the Palm Beach County Medical Examiner's Office, there have been 377 opiate overdose deaths in Palm Beach County alone through September 2016.

In addition to the terrible cost in human life, there are public costs, including the psychological toll on our community of first responders. Through October 24, 2016, Palm Beach County Fire Rescue (PBCFR) reported over 3,000 overdose responses, with more than 1 in 10 resulting in death. Police and Fire departments have routinely engaged mental health professionals to assist first responders in dealing with the crisis. The cost of an average PBCFR "run" is between \$1,000 and \$1,500. Ten years ago, the average dose of Narcan required to reverse an overdose was .5 mg. Today, it is not uncommon for first responders to administer 10 mg. due to the higher potency of fentanyl and carfentanil.

---

<sup>1</sup> Optum; *Young Adults and the Behavioral Health System*.

<sup>2</sup> *Drugs Identified in Deceased Persons by Florida Medical Examiners*, 2015 Annual Report, FDLE (September 2016) (for counties with over twenty cases detected with heroin alone, Palm Beach County (165), Orlando (108), Ft. Lauderdale (80), Ft. Myers (43), Sarasota (68), Jacksonville (45), Pensacola (28), Miami (92), Tampa (35), Daytona Beach (20)).

<sup>3</sup> *Drugs Identified in Deceased Persons by Florida Medical Examiners*, 2015 Annual Report, FDLE (September 2016).

## SUMMARY

The Legislature needs to recognize that the substance abuse treatment industry is a part of the healthcare system. Currently, there is little oversight of the industry,<sup>4</sup> other than licensing as a right, unlike other areas of healthcare licensed and regulated by the Department of Health (DOH) and Agency for Health Care Administration (AHCA).<sup>5</sup> Recovery residences, connected to treatment providers by commerce, housing vulnerable patients engaged in intensive outpatient treatment, currently are not regulated at all. All too often, the result is the warehousing of patients in unlicensed, unregulated, substandard housing that encourages anything but sobriety. It is imperative that the Department of Children and Families (DCF) be given the mandate and resources to effectively oversee both treatment providers and recovery residences connected through commerce to the providers. Sober housing for patients involved in intensive outpatient treatment is akin to Adult Family Care Facilities (AFC) in that these homes also house disabled individuals that require care and assistance. Increased oversight of this billion-dollar industry can be financed primarily through reasonable licensing fees and other fees for service. By allowing the industry to fund regulation through reasonable fees, to provide for DCF services and FARR certification for commerce-related recovery residences, it will become much more difficult for bad actors to thrive.

Marketing is another unregulated area that contributes to this crisis. No marketing norms or standards exist within the industry. Marketers and admissions personnel are not required to obtain licensing or certification. There is no minimum education, training or experience required. Some marketers create an online presence whereby potential patients and their families are willfully mislead and misdirected by unqualified individuals who offer

---

<sup>4</sup> It is important to note that a different level of oversight exists between the private treatment system and the publically funded system. Providers publically funded by DCF through a contract with a Managing Entity have annual program reviews, are required to have a consumer complaint system, have contract obligations related to quality of care, and are actively investigated if misrepresentation or fraud is indicated.

<sup>5</sup> § 429.01(3), Fla. Stat. (2016) (“the principle that a license issued under this part is a public trust and a privilege and is not an entitlement . . .”).

diagnoses and placement recommendations. Often the result of these “lead generators” is a referral to a provider in Florida. In many cases, the referral is to a treatment center or recovery residence in Florida that is not the original destination requested or sought by the caller. To protect the vulnerable consumer, minimum marketing standards need to be developed by DCF, including education, training, licensing and certification by the Florida Certification Board (FCB). In addition, an ethics in marketing statute would be helpful to provide guidance in this area of the industry. Lastly, knowing, intentional and material misrepresentations should be criminalized.

While this crisis cannot be eliminated through criminal investigation and prosecution alone, law enforcement requires more effective tools than are currently available. The Task Force has attached several specific recommendations: greater penalties and other enhancements to the patient brokering statute; enactment of a fraud statute specific to intentional and knowing material misrepresentations by marketers; requirement that any recovery residence referral, either to or from a provider, be by or to a recovery residence that is certified by a credentialing entity (currently FARR) and managed by a certified recovery residence administrator (currently FCB).

To allow for a more efficient and effective response to criminal wrongdoing within the treatment and recovery residence industries, funding should be made available for training local law enforcement agencies and prosecutors to more effectively navigate privacy concerns, while investigating and prosecuting persons or entities who engage in patient brokering and other fraudulent activities. Additionally, the jurisdiction of the Attorney General’s Office of Statewide Prosecution should be expanded to add patient brokering to the list of prosecutable crimes as well as inclusion on the predicate list for the purpose of Racketeering (RICO) prosecution. Lastly, investigating cases involving behavioral health<sup>6</sup> is extremely difficult. Florida privacy laws requiring prior notice of disclosure of records should adopt the same

---

<sup>6</sup> § 397.501(7)(a)5, Fla. Stat. (2016); 42 U.S.C. § 290dd-2(b)(C)(disclosure of records), 42 C.F.R. § 2.17(a) and 42 C.F.R. § 2.67 (undercover operations).

federal exception for ongoing investigations, allowing patient notice to be given after an investigation, but before records are released to the public.

For purposes of this report, the Task Force has determined that there is a vast difference between a classic recovery residence and a commercial recovery residence. A classic recovery residence or sober home is a grouping of like-minded individuals who choose to live together in a sober environment. In most cases, the residents are all signatories of any lease agreement. In this regard, a recovery residence generally does not house persons who require intensive outpatient treatment or higher level of care. More importantly, a recovery residence, in this context, does not have an ongoing economic relationship with a treatment provider.

When referring to a commercial recovery residence, the Task Force is limiting the discussion and its legislative and regulatory recommendations to those commercial residences that are owned or operated either by a treatment provider or another third party, are engaged in commerce with a treatment provider, and house a vulnerable class of recovering addicts attending intensive outpatient programs. This is an important distinction. All recovery residences, as a grouping of disabled persons choosing to live a sober lifestyle together as a group, are protected by federal law from discrimination. However, the commerce between commercial recovery residences and treatment providers can and should be regulated. Commercial recovery residences, engaged in commerce with treatment providers, require regulation, not for the purpose of limiting or restricting them, but rather to protect this vulnerable class of disabled persons from exploitation and abuse. For the remainder of this report, the Task Force will be identifying statutory clarifications and enhancements to existing law as they pertain to treatment providers and commercial recovery residences only.

A number of specific written statutory recommendations are attached to this report. There are other important issues, including fundamental changes to DCF's role in cleaning up the industry, that have not been reduced to specific written statutory language. We urge the Legislature to develop and enact legislation in keeping with the recommendations of the Task Force. Most significantly, the Legislature must create a statutory structure that adequately

funds DCF, funds a credentialing entity for commercial recovery residences (currently FARR), and gives DCF the authority to effectively regulate and license these businesses.

We acknowledge and applaud the recent Palm Beach County Grand Jury Presentment on these issues. Many of the recommendations published in the Presentment are adopted by this Task Force. The Presentment is attached to this report. (Attachment #1).

## **IDENTIFICATION OF ABUSES IN THE INDUSTRY AND RECOMMENDED SOLUTIONS**

### **THE ROLE OF DCF**

As of August 31, 2016, there were a total of 931 substance abuse treatment providers licensed in Florida, holding 3,417 separate component (program) licenses.<sup>7</sup> The Southeast Region (Palm Beach, Broward and the Treasure Coast had 321 licensed providers, (34% of providers) holding 1307 component licenses (38% of all licenses). From April-July, 2016, the Southeast Region alone received 241 Provider Application Packets for the licensure of 606 program components (63 from new providers). The DCF Southeast Region Office of Substance Abuse and Mental Health currently has 9 licensing specialists. The total number of licensing specialists in the 6 DCF state regions combined is 25. Licensing specialists also have the duty and obligation to perform any monitoring of programs in addition to processing licenses and license renewals. Experience shows that DCF rarely moves to revoke the license of a treatment provider. The lack of resources and statutory limitations have undermined DCF's ability to monitor treatment providers. For example, unlike AHCA or the Managing Entity, which oversees state funded providers under contract, DCF personnel do not have the ability or resources to make unannounced auditing visits. Additional staff and authority would allow the Department to be more effective when investigating complaints and enforcing laws against a problem provider.

---

<sup>7</sup> Information provided by DCF to the Palm Beach County Recovery Residences Task Force.

- The Task Force recommends adoption of language as applied to AHCA in the Assisted Living Facilities Act<sup>8</sup>, making licenses for substance abuse treatment providers and recovery residences engaged in commerce with those providers a privilege, rather than a right, for purposes of licensure and enforcement of standards. As with AHCA, DCF should be given greater ability to monitor and effectively investigate complaints, as well as license. Chapter 397 should include provisions allowing DCF greater flexibility to deny or delay the issuance of licenses where there are concerns with compliance. For example, when a license is revoked or surrendered, a significant time period should be required before a provider may re-apply. Re-application should require greater scrutiny.
- Additionally, DCF should be given the ability to license commercial recovery residences engaged in commerce with treatment providers. Licensing should encompass more than just safety issues such as fire code compliance. DCF should have the ability to require significant protocols be followed, akin to those utilized by AHCA for the oversight of ALF and AFC licenses.
- Require DCF to develop standards, similar to the National Alliance of Recovery Residences (NARR) standards, which must be met by applicants prior to issuing a license to the commercial recovery residence.
- Marketing practices standards should be included in the requirements for all components of licenses. Standards should address advertising, internal and external admissions and call centers, staff training, minimum qualifications and compensation, referrals of patients the center cannot accept, and compliance with the Florida Patient Brokering Act.

---

<sup>8</sup> § 429.01(3), Fla. Stat. (2016).

- Create and nationally advertise a hotline for DCF to investigate complaints against treatment providers and commercial recovery residences in Florida. A separate investigative division should be established to monitor compliance as well as marketing abuses.

At the present time, DCF funding is barely sufficient to process provider and component licenses. Increased funding is imperative. That funding can be made revenue neutral. Adequate funding for DCF can be achieved through an increase in fees for non-public licensed providers and commercial recovery residences. This includes reasonable fees for licensing, ongoing oversight of licensed components, including monitoring of compliance with housing standards and protocols, adequate investigative resources, and robust enforcement of standards, including license revocation. The industry can well afford increased fees sufficient to provide for adequate staffing. Staffing is needed not only for licensing and renewals, but regular auditing, investigation and legal staff to pursue license revocation, if appropriate. As a billion-dollar industry, substance abuse treatment providers should be willing and easily able to absorb the level of scrutiny that will curb the abuses that are currently all too prevalent, and preventable. It is in their best interest to rid the State of those rogue operators who “body snatch” patients from legitimate providers and recovery residences.

- Expand the role of DCF to more effectively monitor and investigate abuses, including consumer complaints, in the substance abuse treatment and commercial recovery residence industries.
- Provide adequate revenue-neutral funding through reasonable increases in licensing fees and fees for service.

## **PATIENT BROKERING**

Due to the fact that most private patients are from out-of-state, treatment providers in Florida often refer them to recovery residences or accept referral from recovery residences to their treatment facilities. A common practice within the industry in Florida is for the treatment



provider to pay a weekly fee or kickback to the recovery residence, with the understanding that the recovery residence will allow the patient to live at the residence for free or at a greatly reduced rent while attending the provider's outpatient treatment program. This practice was developed, in part, to ensure that out-of-state patients have a local place to live after they step down from inpatient to outpatient treatment. Most out-of-state patients who are attending intensive outpatient treatment are not locally employed, and while some are able to pay rent, many do not have the means. Without a local, stable address, it would be difficult, if not impossible, for a provider to treat the patient. This creates economic pressure for the provider to find a way to house the patient locally. Brokering, by providing kickbacks to the recovery residence in exchange for the delivery of a patient, is commonplace. Some treatment providers and recovery residences offer incentives such as gym memberships, scooters, weekly massages, chiropractic services, cigarettes, clothes, gift cards and more. Brokers known as "body snatchers" will approach an individual with an SUD and convince them to move to another recovery residence or treatment provider that offers "better stuff."

As a result of patient brokering, there exists an economic incentive for both the patient and the provider to recycle through treatment. Often insurers are required to cover each relapse as a separate event (analogous to breaking a leg one week, and an arm the next). Therefore, a relapse is an event that triggers the cycle of coverage anew. For example, if a patient's benefits expire after inpatient treatment, followed by 8 weeks of outpatient treatment, a new series of benefits are triggered upon relapse, resulting in the patient being eligible for additional treatment, its level and length dependent upon the policy terms. As a result, there is an economic incentive for bad actors in the industry to encourage relapse. It is not uncommon for a person to be in this cycle of treatment/relapse for years. All too often, this cycle ends in overdose and death.

Regulating the type of residence that houses vulnerable persons undergoing intensive outpatient treatment, where there is an economic nexus between provider and residence, does not violate the rights of the patients under the ADA or FHA, any more than does AHCA licensing and regulating housing of disabled and elderly residents at an AFC. The purpose is to protect

disabled persons from being exploited or abused. The purpose is to ensure that patients are living in a safe environment that encourages recovery. Any residence that does not have an economic connection to a treatment provider would not be subject to DCF licensing requirements or be required to be FARR certified. It is the economic connection and protection of patients that enables oversight.<sup>9</sup>

Right now, it is a violation of the patient brokering statute to offer or pay any commission, bonus, rebate, kickback, or bribe, “directly or indirectly,” in cash or in kind, or engage in any split-fee arrangement, “in any form whatsoever,” to induce the referral of patients or patronage to or from a health care provider. § 817.505(1)(a), Fla. Stat. (2016). It is also a violation to solicit or receive the benefits described above (1) “in return for referring patients or patronage to or from a health care provider” or (2) “in return for the acceptance or acknowledgment of treatment from a health care provider.” § 817.505(1)(b)-(c), Fla. Stat. The model upon which the industry currently rests is illegal. Artifices such as “case management agreements,” “bona fide employee” and marketing agreements are generally transparent attempts to evade prosecution. A kickback is a kickback.

If the Legislature chooses to recognize the reality that out-of-state private pay and insured patients require housing while attending intensive outpatient levels of care, and that it is in the public interest that treatment providers be allowed to subsidize that housing without being in violation of the patient brokering statute, then there must be mandatory, effective, meaningful oversight and control over the housing component.

- The problem is so pressing and the ramifications of failure so severe, that the Task Force recommends meaningful DCF oversight and enforcement as well as mandatory credentialing (currently FARR certification) for any commercial recovery residence that is allowed to receive a subsidy, directly or indirectly, from the

---

<sup>9</sup> See Attachment #3, legal memo by Terrell Pyburn, City Attorney, Coconut Creek.

treatment provider in exchange for referrals to, or from, that provider, or otherwise contracts in any way with a provider.

- The Task Force also recommends that the Legislature adopt changes to § 397.407(11). (Attachment #2). Specifically, a licensed service provider should not be allowed to refer a “prospective, current or discharged patient to, or accept a referral from” a recovery residence unless the recovery residence is certified and actively managed by a certified recovery residence administrator.
- Commercial recovery residences that contract with a service provider, directly or indirectly, need to be licensed and monitored by DCF and be required to maintain identifiable standards, such as those required by AHCA licensed residences, or to maintain standards similar to those required under the National Alliance of Recovery Residences (NARR) platform.
- To avoid the “institutionalization” of patients in recovery, restrict the licensure category for IOP or Day/Night treatment from providing free or subsidized housing to a patient beyond 90 days within one calendar year.
- With regard to the Patient Brokering Statute<sup>10</sup> (Attachment #4), add the word “benefit” to the prohibited items solicited or received in return for patient referrals. In addition, enhanced penalties for multiple brokering offenses are needed, along with significant fines to deter this course of conduct.
- The commercial recovery residence credentialing entity must be adequately funded through increased certification fees and fees for service.

---

<sup>10</sup> § 817.505, Fla. Stat. (2016).

## **MARKETING**

Currently, there are no provisions in Chapter 397 to control unethical marketing practices that prey on distressed families or individuals in crisis seeking treatment. There are no educational, vocational, licensing or certification requirements for admissions personnel, marketers or advocates in the industry. Patients and their families are routinely misled, misdirected and misdiagnosed by unqualified individuals motivated by profit. The State of Florida licenses haircutters. We must do better in protecting disabled people with substance use disorders.

- A marketer or admissions employee directing patients to specific treatment programs should be required to have certain minimum education and/or certification qualifications and should be prohibited from diagnosing and/or recommending specific levels of care without the appropriate license or certification.
- A marketing entity referring patients to Florida should be required to have a registered agent in the State for service of process.
- The Legislature should enact § 397.55 “Prohibition of Unethical Marketing Practices” (Attachment #5), an ethical marketing statute that would be useful to clarify standards in the industry. This would include appropriate disclaimers.

Certain predatory marketing practices involve fraudulent misrepresentation at a time when potential patients and their loved ones are in crisis and most vulnerable. Marketers who knowingly and willfully make materially false statements, whether in advertising or by direct communication, with current or potential patients, should be held criminally accountable. False statements of material fact may include misleading representation about the “identity, products, goods, services, or geographical location” of a service provider or recovery residence by the marketer or marketing entity.

- The Legislature should enact § 817.0345; “Prohibition of Fraudulent Marketing Practices” (Attachment #6) to criminalize and deter the most serious marketing abuses involving fraudulent representations.

## **ATTORNEY GENERAL OFFICE OF STATEWIDE PROSECUTION: JURISDICTION**

The Office of Statewide Prosecution has jurisdiction over certain crimes when they are committed in multiple circuits. The crimes are set out in statute. Currently, patient brokering is not specifically enumerated. It would enhance law enforcement efforts to combat unlawful patient brokering by providing jurisdiction to the Attorney General in those cases that cross circuit lines.

- The Legislature should amend § 16.56 (Attachment #7) to include patient brokering as a specific offense, enabling the Attorney General to investigate and prosecute this crime.
- The Legislature should amend § 895.02 (Attachment #8) to add patient brokering to the predicate offenses constituting “racketeering activity” enabling the Attorney General to investigate and prosecute criminal enterprises that commit these crimes in one or more circuits.

## **IMPEDIMENTS TO EFFECTIVE PROSECUTION: RECOMMENDATIONS**

Criminal cases in Florida are investigated by law enforcement and submitted to the state attorney for the filing of criminal charges. The privacy protections afforded by both federal and state law for the protection of persons being treated for behavioral health conditions significantly impacts the ability of law enforcement to effectively investigate in these areas. For example, an officer is at risk of violating privacy laws by walking up to a known recovery residence and asking routine questions of the residents such as whether and where they receive treatment.

Commencing an undercover operation of a treatment provider or recovery residence requires prior court approval. This is known as a “Title 42” order. It is time consuming and

costly. The patient notification requirements under State law are unclear as to when such notification is required. As a result, one Palm Beach County Circuit Judge refused to sign a requested “Title 42” preliminary order without prior notification to all patients, who were unknown at the time. The average law enforcement agency simply does not have the resources to develop these kinds of extensive investigations within their jurisdictions.

Most criminal investigations are initiated by a complaint; a car is stolen, a person is battered, etc. But the abuses in the drug treatment industry, particularly patient brokering, are not likely to come to light through a person with direct knowledge of these illegal practices. Patients, providers and recovery residence operators are all complicit in patient brokering. For example, there is no incentive for a patient who is benefiting from the arrangement to come forward and initiate a complaint. Therefore, the privacy issue is compounded by the lack of direct complaints and cooperation by this vulnerable class.

- The Task Force recognizes that there are impediments to prosecution that are based on federal law. The difficulties and expense of effective investigation into the abuses of the treatment industry underscore the need for better oversight of providers and recovery residences. There is a legislative cure for the inconsistency between federal and state law regarding adequate notice to the patient. § 397.501 Rights of Individuals (Attachment #9) should be amended to follow the criteria for the issuance of a preliminary court order by specifically adopting by reference the language found in 42 C.F.R. § 2.66(b).
- In order to enhance law enforcement’s ability to investigate abuses within the industry, the Legislature should consider additional state funding for law enforcement training in the areas of patient brokering, marketing and healthcare fraud in the substance abuse treatment industry. Training is necessary to enable smaller agencies and counties/circuits throughout Florida to be able to take on these complex investigations.

## **STANDARD OF CARE/MEDICAL NECESSITY**

Potential abuse has expanded to include confirmatory and quantitative drug testing, DNA, genetic testing, pathology, and any diagnostic test that a physician is privileged to order, including up-coded office visits. A point of care (POC) urinalysis test kit is readily available over the counter and costs a few dollars. Confirmatory testing at a laboratory involves sophisticated instruments, often tests for specific and collateral drugs (panels) and routinely results in billings of thousands of dollars per sample. In many cases confirmatory testing is ordered by treatment providers multiple times per week. Medical doctors sign off on such testing as medically necessary and, in many cases, major insurance carriers are compelled to pay claims for laboratory testing without prior authorization based on “access to care” requirements found in federal law. In other words, laboratory testing as a complement to clinical care may be routinely billed for without legitimate proof of medical necessity. This is one of the engines that currently run the industry.

While insurance companies generally pay a percentage of the billed amount, it is not unusual for unscrupulous treatment providers to bill tens or hundreds of thousands of dollars in insurance claims for confirmatory and quantitative UA and other laboratory testing for an individual patient over the course of treatment. In many instances, confirmatory test results are never reviewed by the ordering physician. In addition, unscrupulous providers will submit falsely labeled samples purportedly given by active patients. Frequently, a business nexus exists between the owners of treatment programs, recovery residences and drug testing laboratories.

Currently, there is little communication between stakeholders in the areas of medical necessity, insurance fraud and appropriate standards of care. While the market may correct itself to some degree, it is counterproductive if the market over-corrects and persons with substance use disorders are not properly covered and treated. Inadequate treatment will invariably lead to more overdoses, and more deaths.

- The issue of billing for unnecessary treatment that is fraudulent on its face, including urinalysis or other laboratory testing, is covered under current fraud statutes. As a

further deterrent for those bad actors who knowingly and intentionally defraud private payers or insurance companies, the Legislature should consider enhanced penalties based on significant dollar amount thresholds; over \$100,000, \$500,000, \$1,000,000.

- The standard of care involved in substance abuse treatment is not easily defined or universally accepted. The Task Force will continue to study the issue and report any findings or recommendations to the Legislature.

To facilitate communication between industry and government stakeholders, the Task Force recommends that the Legislature create an ongoing statewide government/private sector panel to examine standard-of-care abuses in the industry, pool resources and share information. The panel should include the Attorney General, Florida Department of Financial Services-Fraud Division (DFS), Department of Business and Professional Regulation, DOH, AHCA, representatives from the insurance industry doing business in Florida, Florida Alcohol and Drug Abuse Association (FADAA), DCF, FARR, medical doctors and inpatient and outpatient treatment providers, among other potential stakeholders. This panel would be tasked with identifying areas of abuse and coordinating efforts within the private industry and government agencies to curb those abuses as well as recommending appropriate action by the Legislature and executive branches.

## **RECOGNIZING THE NEED FOR ANCILLARY SERVICES AT RECOVERY RESIDENCES**

A great deal of discussion among Task Force members has revolved around whether or not persons recovering from addiction who are actively being treated either in day/night or intensive outpatient programs require ancillary services at their residence as part of the continuum of care. The debate does not include substance abuse treatment, which is not recognized as a function of the residence. Ancillary services could include assistance with transportation, obtaining government benefits, obtaining a job, a driver's license, life skills training, and overall support of a sober environment. The Task Force will continue to study this issue and will report its findings to the Legislature.



## **ALTERNATIVES TO DCF LICENSING OF RECOVERY RESIDENCES: AHCA**

As an alternative agency to DCF, and in addition to mandatory FARR certification for patient housing connected by commerce to treatment providers, there is an argument to be made that AHCA should license commercial recovery residences with patients engaged in active intensive treatment. This type of license would be similar to a license for an Adult Family Care Home (AFC).

At the very least, AHCA licensure may be considered if a recovery residence supervises one or more residents who receive medication assisted treatment (MAT). Under such circumstances, the Recovery Residence appears to meet the definition of an ALF, which already requires licensure by AHCA.<sup>11</sup>

The reasoning behind mandatory licensure for ALFs equally applies to Recovery Residences. The purpose of the Assisted Living Facilities Act “is to promote the availability of appropriate service for . . . adults with disabilities in the least restrictive and most homelike environment, to encourage the development of facilities that promote dignity, individuality, privacy, and decision making ability of such persons, to provide for the health, safety, and welfare of residents . . ., to promote continued improvement of such facilities, to encourage the development of innovative and affordable facilities particularly for persons with low to moderate incomes, to ensure that all agencies of the state cooperate in the protection of such

---

<sup>11</sup> “Assisted living facility” means any building . . . which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.” § 429.02(5), Fla. Stat. (2016). “Personal services” means . . . supervision of the activities of daily living and the self-administration of medication and other similar services . . .” § 429.02(17), Fla. Stat. (2016). “Supervision” means reminding residents to engage in activities of daily living and the self-administration of medication, and, when necessary, observing or providing verbal cuing to residents while they perform these activities.” § 429.02(24), Fla. Stat. (2015). “Activities of daily living” means functions and tasks for self care . . .” § 429.02(1), Fla. Stat. (2015).

residents, and to ensure that needed economic , social, mental health, health, and leisure services are made available to residents . . . through the efforts of [AHCA] [DCF], [DOH], assisted living facilities, and other community agencies.” § 429.01(2), Fla. Stat. (2014).

## **CONCLUSION**

The addiction treatment industry in Florida has a long history of providing quality care and effective treatment. There is a recent trend by unethical providers, however, to exploit the patients they serve and to use the lack of effective oversight to promote patient brokering, excessive billing of services, and inappropriate patient care. This report is written to address systemic problems in the system, created by some, and it should not be assumed these abuses are practiced by all providers.

Many individuals, both Floridians and patients from out of state, find long-term recovery as a result of their engagement in substance abuse treatment. While there are many reputable treatment providers who have a long history of delivering quality care, the reputation of the industry has been negatively affected, and the well-being of patients jeopardized, by a number of providers who have used their license to provide treatment as a means to deliver inadequate care, put patients at risk, use unethical marketing and brokering practices, and practice fraud. This proliferation of fraud and abuse within the substance abuse treatment and recovery residence industries requires immediate attention by the Legislature. Currently, there is very little oversight of providers and no oversight of most recovery residences. Creating a vibrant, adequately funded system of oversight through either DCF or AHCA is crucial. The funding can and should be acquired through increased licensing fees and fees for service, which would make the enhancement revenue neutral. In addition, recovery residences engaged in commerce with treatment providers need to be certified and managed by a certified recovery residence administrator.

Certain law enforcement measures will be helpful to both deter criminality and assist law enforcement in its investigation of patient brokering. The Legislature needs to address abuses in marketing by criminalizing material misrepresentations. Referrals to and from

treatment providers and commercial recovery residences should be allowed only when the recovery residence is certified by a credentialing entity. Jurisdiction should be given to the Attorney General to criminally prosecute patient brokering that occurs across multiple circuits.

Aggressive law enforcement efforts alone will not eliminate all the industry bad actors, any more than criminalizing grand theft auto has eliminated all car thefts. Without bold action the problem will certainly worsen. Currently, paying rent and amenities for patients in order to induce the patient to use a particular provider constitutes patient brokering. If the Legislature recognizes the need to permit treatment providers to subsidize recovery residences housing patients in IOP and day/night treatment programs, those commercial recovery residences need to be both licensed by DCF or AHCA and certified by a credentialing entity. One way this can be achieved is through the creation by DCF of a community residential overlay license connected to intensive outpatient treatment components. A provider may only provide rent subsidy to a recovery residence under this dual system of licensure, along with certification of the residence, and for a limited time.

Marketers and admission personnel should be licensed and subject to marketing standards developed by the Legislature. The most egregious material misrepresentations should be criminalized. The Task Force will continue to study the industry standards and will be making further recommendations regarding marketing and treatment personnel qualifications and appropriate standard of care issues.

The Legislature should create a statewide panel of public and private stakeholders to share information and recommend ongoing improvements in substance abuse treatment industry standards.

While the problems identified in this report have a significant impact on the Southeast part of the state, the Task Force has found that these practices also occur in other communities across Florida. The goal of this report is to ensure that all patients receive quality treatment without being subject to fraud or abuse. The Task Force encourages swift and decisive action by the Legislature.



# OFFICE OF THE STATE ATTORNEY

FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY

**DAVE ARONBERG**  
STATE ATTORNEY



**Sober Homes Task Force Tip Line 1-844-324-5463**

## **Task Force Members**

*(updated 01/17/2017)*

<u><b>Name</b></u>		<u><b>Organization</b></u>
Andy	Amoroso	Commissioner City of Lake Worth
Phil	Barlage	COBWRA
Chris	Burke	Sober Home Owner, Port St. Lucie
Andrew	Burki	Life of Purpose Treatment at FAU
Vice Mayor Joseph	Casello	Vice Mayor of Boynton Beach
Marie	Davis	Singer Island Civic Association
Anthony	Foster, PhD	The Treatment Center of the Palm Beaches
Adam	Frankel	Attorney
Dr. Alan	Goodwin	Psychiatrist
Jerry	Haffey	Ambrosia
Glen	Hughes	National Insurance Crime Bureau
George	Jahn	Sober Living in Delray
Jordana	Jarjura	Commissioner City of Delray
Maureen	Kielian	Parent
Justin	Kunzelman	Community Outreach for Ebb Treatment Centers
Patricia	Messina	Licensed Clinical Social Worker (LCSW)
Beth Ann	Middlebrook	The Water Shed
Jennifer	Napolitano	Full Circle Recovery
Karen	Perry	Narcotics Overdose Prevention Education (N.O.P.E.)
Karen	Rainer	The Circle of Care Consultants
Susan	Ramsey	Attorney for FARR Compliance Committee
Myles	Schlam	Advocare Solutions, Inc
Judge Caroline	Shepherd	15th Circuit-Division: KD/KK1 Criminal
Scott	Singer	City Council-City of Boca Raton
Suzanne	Spencer	Executive Director-Delray Beach Drug Task Force (DBTF)
Geoff	Spillias	Transformations Treatment Center
Nancy	Steiner	The Sanctuary
Chris	Teaney	Delphi Health Group
Dr. Lori	Vinikoor	Alliance of Delray Residential Associations, Inc.
Peter	Walstrom	Mandala Healing Center
Lawonda	Warren	Assistant City Attorney/Police Legal Advisor City of Delray Beach
Matt	Willhite	PBC Fire Rescue
Eric	Yorlano	Integrity Billing Company
Richard	Zaretsky	Attorney



# OFFICE OF THE STATE ATTORNEY

FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY

**DAVE ARONBERG**  
STATE ATTORNEY



## **Sober Homes Task Force-Proviso Group** **Sober Homes Task Force Tip Line 1-844-324-5463**

Name		Organization
Valerie	Allen	Department of Children and Families (DCF)
Dr. Alina	Alonso	Palm Beach County Department of Health (DOH)
Thomas	Baird	Lake Park City Attorney
Ann	Berner	Southeast Florida Behavioral Health Network
Darcy	Davis	Palm Beach County Health Care District
Dr. Karen	Dodge	Florida House
Mark	Fontaine	Florida Alcohol and Drug Abuse Association (FADAA)
John	Lehman	Florida Association of Recovery Residence (FARR)
Jeffrey	Lynne	Attorney
Neal	McGarry	Florida Certification Board (FCB)
Melissa	McKinlay	Palm Beach County Commissioner
Shanon	Materio	WPB Commissioner
Dr. Rachel	Needle	Whole Health Psychological Center
Scott	Palmer	Office of the Attorney General-State of Florida
Captain Houston	Park	PB County Fire Rescue
Terrill	Pyburn	City of Coconut Creek-City Attorney
Mike	Weiner	Attorney



# OFFICE OF THE STATE ATTORNEY

FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY



DAVE ARONBERG  
STATE ATTORNEY

**SOBER HOMES TASK FORCE TIP LINE-1-844-324-5463**

## SOBER HOMES TASK FORCE MEETINGS

PROVISO	TASK FORCE
<b>2016</b>	
<b>July 12, 2016</b>	<b>July 14, 2016</b>
<b>August 8, 2016</b>	<b>August 9, 2016</b>
<b>Tuesday-September 13, 2016</b>	<b>Wednesday-September 21, 2016</b>
<b>Wednesday-October 5, 2016</b>	<b>Wednesday-October 19, 2016</b>
<b>Tuesday November 8<sup>th</sup> 10am-5pm</b>	<b>Wednesday-November 16, 2016</b>
<b>Monday-December 19, 2016</b>	<b>Wednesday-December 21, 2016</b>
<b>2017</b>	
<b>Monday January 9<sup>th</sup></b>	<b>Wednesday-January 18, 2017</b>
<b>Friday February 3<sup>rd</sup></b> <i>Rescheduled from Tuesday-February 14</i>	<b>Friday February 10<sup>th</sup></b> <i>Rescheduled from Wednesday-February 15</i>
<b>Friday March 3<sup>rd</sup></b> <i>Rescheduled from Tuesday-March 14</i>	<b>Friday March 17<sup>th</sup></b> <i>Rescheduled from Wednesday-March 10</i>
<b>Friday April 7<sup>th</sup></b> <i>Rescheduled from Thursday April 20<sup>th</sup></i>	<b>Friday April 28<sup>th</sup></b> <i>Rescheduled from Wednesday-April 19</i>
<b>Tuesday-May 9, 2017</b>	<b>Wednesday-May 17, 2017</b>
<b>Tuesday-June 13, 2017</b>	<b>Wednesday-June 21, 2017</b>

**All meeting times are 1pm-4pm**

**All meetings are located at  
WPB Police Dept-Community Room  
600 Banyan Blvd  
West Palm Beach, FL 33401**

### **EXCEPTIONS**

*January 10, 2017 has been rescheduled to January 9<sup>th</sup>, 2017  
Due to Hurricane Matthew, October 5<sup>th</sup> was to have been 9am-5pm,  
however the meeting was from 9am-12:30pm.  
Tuesday November 8<sup>th</sup> meeting time 10am-5pm*

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT RESOLUTION

---

**Subject:** A resolution requesting \$300,000 be transferred from the General Fund CRA Operating Subsidy account to the Summer Youth Employment and Job Training Program.

---

**Recommendation/Motion:** Approve Resolution

---

<b>Originating Dept</b>	FINANCE	<b>Costs</b>
<b>User Dept.</b>	YOUTH EMPOWERMENT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

The City Council has conceptually agreed to fund the Riviera Beach Summer Youth Employment and Job Training Program which will train 30 Riviera Beach Youth ages 14 to 15 and hire 55 teen and young adult workers ages 16 to 21 for eight weeks. Funds were not appropriated in the FY17 budget for this program and staff is recommending that \$300,000 be transferred from the "CRA Operating Subsidy" account in the General Fund.

**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
Summer_Job_Training_Program_Fund_Transfer2.docx	Resolution for SYEP Program	5/5/2017	Cover Memo
Copy_of_2017_Riviera_Beach_Summer_Youth_Employment_Program.xls	SYEP BUDGET	5/5/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	5/5/2017 - 5:43 PM
Purchasing	Mealy, Dean	Approved	5/8/2017 - 5:03 PM
Finance	sherman, randy	Approved	5/8/2017 - 5:29 PM
Attorney	Degraffenreidt, Andrew	Approved	5/9/2017 - 12:39 PM
City Clerk	Burgess, Jackie	Approved	5/9/2017 - 2:44 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:39 PM



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TRANSFER OF \$300,000 FROM THE GENERAL FUND CRA OPERATING SUBSIDY ACCOUNT TO THE SUMMER YOUTH EMPLOYMENT (SYEP) AND JOB TRAINING PROGRAM FOR QUALIFYING RIVIERA BEACH YOUTH TO THE YOUTH EMPOWERMENT ACCOUNT IN THE GENERAL FUND FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 3, 2017 City Council conceptually approved the Summer Youth Employment (SYEP) and Job Training Program for qualifying Riviera Beach Youth in an amount not to exceed \$300,000; and

**WHEREAS**, the program will be ran by the Youth Empowerment Director; and

**WHEREAS**, the funding for this program was not budgeted in the FY17 budget and staff is recommending that funds be transferred from the expenditure line item titled "CRA Operating Subsidy" to the Youth Empowerment budget in the General Fund for Administration of the Summer Youth Employment and Job Training Program; and

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

**SECTION 1:** That the City Council authorizes the transfer in the amount of \$300,000 from the General Fund's Loan to CRA account to the General Fund Youth Empowerment account for the Summer Youth Employment and Job Training Program for qualifying Riviera Beach Youth as follows:

	<u>Department</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
<b>From:</b>	General Administration	CRA Operating Subsidy	001-0203-519-0-8101	(\$300,000)
<b>To:</b>	Executive	SYEP Salaries	001-0202-569-1-1201	\$164,475
	Executive	Contract Services	001-0202-569-1-3101	85,625
	Executive	Operating Supplies	001-0202-569-1-5201	23,900
	Executive	Travel	001-0202-569-1-4001	16,000
	Executive	Special Events	001-0202-569-1-5237	10,000
		TOTAL		<hr/> \$300,000

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

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

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----

DATE: \_\_\_\_\_

<b>Riviera Beach Youth Summer Leadership &amp; Job Program</b>		
<b>Income</b>	<b>Amount</b>	
City of Riviera Beach	\$235,785	
<b>Expenses</b>	<b>Amount</b>	
<b>Personnel/Salaries</b>		
Program Coordinator	\$20,000.00	
2 Job Coaches X \$30.00/hr X 20 Hours Per week	\$9,600.00	
30 Educational Youth Stipends ( Ages 14 & 15) X \$600.00	\$18,000.00	
55 Teen & Young Adult Workers (Ages 16 - 21) \$8.50 X 25/hrs/wk	\$93,500.00	
Federal Employee Tax, Unemployment Tax 25% of total teens & young adults salaries	\$23,375.00	
<b>SUBTOTAL, PERSONNEL</b>	<b>\$ 164,475.00</b>	
<b>Benefits ( % of personnel)</b>	<b>\$ -</b>	
<b>SUBTOTAL, PERSONNEL</b>	<b>\$ 164,475.00</b>	
<b>ADDITIONAL EXPENSES</b>		
<b>(Itemize all expenses)</b>		
Orientation, Training Material, & Certificates 85 Participants X \$25.00	\$ 3,500.00	
Drug Testing 55 X \$55.00	\$3,025.00	
Daily Lunch for Program Participants \$7 X 30 students X 8 wks	\$8,400.00	
Contract services i.e. classrooms instructors, etc.	\$61,165.00	
Marketing & Binding & Copying	\$3,500.00	
Program Supplies (Shirts, pens, pencils, calculators, & in-house badges)	\$8,500.00	
Transportation	\$7,500.00	
Field Trips (Educational & Recreational)	\$8,500.00	
End of the Year Celebration	\$10,000.00	
Program Administration 10% of \$220,850 Budget	\$21,435	
	\$ -	
<b>SUBTOTAL (ADDITIONAL EXPENSES)</b>	<b>\$ 135,525.00</b>	
<b>GRAND TOTAL</b>	<b>\$ 300,000.00</b>	

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT

---

**Subject:** MAYOR THOMAS MASTERS SUPPORTS THE SICKLE CELL FOUNDATION  
OF PALM BEACH COUNTY AND THE TREASURE COAST. COMMUNITY  
BENEFITS IN THE AMOUBNT OF \$900

---

**Recommendation/Motion:** RECOMMEND APPROVAL OF THIS FUNDING REQUEST OF  
\$900 FROM THE MAYOR'S COMMUNITY BENEFITS

---

<b>Originating Dept</b>	MAYOR	<b>Costs</b>	\$900
<b>User Dept.</b>	MAYOR	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	130-0101-511-6-8301
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

THIS HEREDITARY BLOOD DISORDER IS PARTICULARLY DEVASTATING FOR AFRICAN AMERICAN BABIES. THE MAYOR SUPPORTS THE FOUNDATION'S EFFORTS TO EDUCATE INDIVIDUALS AND FAMILIES ABOUT THE DISEASE AND TO THE DECREASE AND ULTIMATE ERADICATION OF ITS IMPACT IN TARGETED COMMUNITIES, THEREBY SAVING THE LIVES OF BLACK BABIES.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions  
(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Sickle_Cell_PBCInc._05172017.pdf	SICKLE CELL PBC, INC. 05172017	5/10/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Mayor	Masters, Thomas	Approved	5/9/2017 - 11:59 AM
Purchasing	Mealy, Dean	Approved	5/9/2017 - 5:29 PM
Finance	sherman, randy	Approved	5/10/2017 - 8:50 AM
Attorney	Degraffenreidt, Andrew	Approved	5/10/2017 - 12:36 PM
City Clerk	Burgess, Jackie	Approved	5/10/2017 - 12:54 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:46 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 1<sup>st</sup> and \$7,500 on April 1<sup>st</sup>) 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: **Mayor Thomas Masters**

Legal Name of Organization: **SICKLE CELL FOUNDATION**

Program/ Activity Name: **Sickle Cell Foundation of Palm Beach & Treasure Coast Gospel "Laugh Yourself to Life" Christian comedy Show 01/07/2017**

Requested Amount: **\$2,000.00**

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

**Educating the community, Facilitating the Seed, Eradicating the disease Outreach Program**

Mailing Address: 1600 North Australian Ave. \_\_\_\_\_ City: **West Palm Beach** State: **FL**  
Zip: **33407**

Contact Person(s): **LaCarlos Hall** \_\_\_\_\_

Phone: **561-833-3113** \_\_\_\_\_ Fax: **561-444-0178** \_\_\_\_\_

Email Address: **lhall@sicklecellpbc.org** \_\_\_\_\_

Name of Authorized Official: **Shalonda Warren** \_\_\_\_\_

Signature of Authorized Official:  \_\_\_\_\_ Date: **01/09/2017**

**\*\*\*\*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, **Mayor Thomas Masters**, hereby certify that the donation to Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc. 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: \_\_\_\_\_

3/17/17

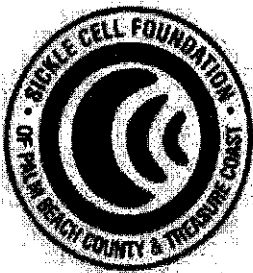
Amount Approved: **\$1,000.00**

### **City Council Action**

Chairperson's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# Sickle Cell Foundation

of *Palm Beach County and Treasure Coast, Inc.*

1600 North Australian Avenue, West Palm Beach, Florida 33407-5621  
(561) 833-3113 Fax: (561) 444-0178



FOUNDER

Eva W. Mack

CHIEF EXECUTIVE OFFICER

Shalonda Warren

January 10, 2017

Mayor Bishop Thomas Masters  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

Dear Mayor Bishop Masters:

We would like to thank you for attending the Sickle Cell Foundation of Palm Beach County & Treasure Coast, Inc.'s 2017 "Laugh Yourself to Life" Christian Comedy Show. We appreciate the fact that you recognize the great need of the Sickle Cell Foundation and the work we provide to our community.

Your generous pledge of \$ 2,000.00 will allow the foundation to continue providing local individuals and families in need with services as well as educate people in the community about Sickle Cell disease/ Trait. Your support helps us to improve the quality of life for persons with Sickle Cell Disease/Trait and members of their family, and educate the public about this devastating hereditary blood disorder. Educational services are also provided to certain targeted communities to decrease the incidence of black babies from dying.

Sincerely,

  
Shalonda Warren  
Chief Executive Officer



Financially Assisted Agencies  
Community Development Block Grant



# 28<sup>th</sup> Annual Eva W. Mack Luncheon



PGA National Resort  
400 Avenue of the Champions  
Palm Beach Gardens, FL 33418

Saturday, March 4, 2017  
at 11:00 am



# Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/11

85-8012585220C-4	04/30/2014	04/30/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SICKLE CELL FOUNDATION OF PALM  
BEACH COUNTY INC  
1600 N AUSTRALIAN AVE  
WEST PALM BEACH FL 33407-5621



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**Internal Revenue Service**

**Department of the Treasury**

**P. O. Box 2508  
Cincinnati, OH 45201**

**Date:** January 23, 2002

**Sickle Cell Foundation of Palm Beach County Inc  
1600 N Australian Avenue  
West Palm Beach FL 33407 5621**

**Person to Contact:**  
Shawndea Krebs 31-02330  
Customer Service Specialist  
**Toll Free Telephone Number:**  
8:00 a.m. to 6:30 p.m. EST  
877-829-5500  
**Fax Number:**  
513-263-3756  
**Federal Identification Number:**  
59-1975315

**Dear Sir or Madam:**

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1992 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR

---

**Subject:** MAYOR MASTERS SUPPORTS A LOCAL MEMBER OF THE CIRCLE OF MOTHERS RETREAT AS PRESENTED BY THE TRAYVON MARTIN FOUNDATION FOR MOTHERS WHO HAVE LOST CHILDREN TO GUN VIOLENCE.

---

**Recommendation/Motion:** RECOMMEND APPROVAL OF THIS REQUEST

---

<b>Originating Dept</b>	MAYOR	<b>Costs</b>	\$450.00
<b>User Dept.</b>	MAYOR	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	130-0101-511-6-8301
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

THE TRAYVON MARTIN FOUNDATION AND MRS. SYBRINA FULTON ARE HOSTING THE 4TH ANNUAL 'CIRCLE OF MOTHERS' RETREAT DESIGNED TO SUPPORT AND EDUCATE MOTHERS HEALING FROM THE GRIEF OF LOSING A CHILD TO GUN VIOLENCE. THE CONFERENCE ALSO PROVIDES HELPFUL TIPS TO PREVENT OTHER CHILDREN FROM FALLING VICTIM. MS. VICKIE MCNEAL-WILLIAMS JOINED MOTHERS AGAINST MURDERERS AND THE CIRCLE OF MOTHERS IN THE FIGHT AGAINST GUN VIOLENCE IN 2014 WHEN HER SON, TINORIS WILLIAMS WAS SHOT AND KILLED BY A PALM BEACH COUNTY SHERIFF DEPUTY. THE TRAYVON MARTIN FOUNDATION WAS FORMED TO SUPPORT ORGANIZATIONS THAT HELP MOTHERS AND VICTIMS OF GUN VIOLENCE.

**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
Riviera_Beach_Waste_Management_Com_Ben_Req_for_Donationss.pdf	CIRCLE OF MOTHERS	5/10/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Jones, Danny	Approved	5/10/2017 - 7:28 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. Under the Policy each elected official shall be entitled to designate funds to support approved public projects 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: Mayor Thomas A. Masters

Legal Name of Organization: The Trayvon Martin Foundation

Program/ Activity Name: Circle of Mothers

Requested Amount: \$ 450.00

Briefly describe the Program/Activity below **and** attach (1) letter of request or a more detailed description of the Program/Activity; (2) non-profit paperwork and (3) w-9 IRS form:

---

---

---

Mailing Address: 15800 NW 42<sup>nd</sup> Avenue City: Miami Gardens State: FL Zip: 33054

Contact Person(s): Stephanie Sands

Phone: 786-504-4235 Fax: N/A

Email Address: Stephanie@trayvonmartinfoundation.org

Signature of Authorized Official: 

Name of Authorized Official: Stephanie Sands Date: 4/18/2017

**\*\*\*\*Return the form to the Elected Official or the Legislative Office for processing.**

## 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.	Name (as shown on your income tax return) <b>The Trayvon Martin Foundation</b>	
	Business name/disregarded entity name, if different from above <b>The Trayvon Martin Foundation</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501 (C) (3) Nonprofit</b>	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>15800 N W 42nd Avenue</b>	
	City, state, and ZIP code <b>Miami Gardens, Florida 3354</b>	
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
Employer identification number								
4	6	-	5	5	1	8	4	2

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>3-1-2017</b>
-----------	--	------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





## Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013880950C-3	06/30/2012	06/30/2017	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE MIAMI FOUNDATION INC  
200 S BISCAYNE BLVD STE 505  
MIAMI FL 33131-5330

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Date: March 15, 2017

Greetings from the Circle of Mothers (COM) Committee:

We are excited about the 4<sup>th</sup> Annual "Circle of Mothers" Retreat, presented by The Trayvon Martin Foundation and Sybrina Fulton. We would love for you to join us for this year's awesome event. The event is being held May 19-21, 2017, at the beautiful InterContinental Hotel located in Miami, Florida.

You can participate in this year's event by registering on-line or calling the office at (786) 504-4235. Total cost for the 2017 Retreat is \$450.00 which includes the following:

- ❖ Hotel stay for two nights *(Transportation to and from airport)*
- ❖ All Meals
- ❖ All Sessions
- ❖ Glam Appointments
- ❖ Saturday Night Event
- ❖ Swag Bag *(which includes the COM t-shirt, key chain, note pad & pen, plus lots of other giveaways)*

Please bring the following items on day of arrival:

- 1) Framed 8 x 10 photo of your love one
- 2) Photo I.D.

For more information visit us at [www.CircleofMothers.org](http://www.CircleofMothers.org) or by calling (786) 504-4235.

Sincerely,

Circle of Mothers Committee

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

**Meeting Date:** 5/17/2017

**Agenda Category:** CONSENT

---

**Subject:** COMMUNITY BENEFITS FROM COUNCILMAN TD DAVIS TO  
WASHINGTON ELEM. SCHOOL IN THE AMOUNT OF \$1,300

---

**Recommendation/Motion:** WASTE MANAGEMENT COMMUNITY BENFITS FUNDS IN  
THE AMOUNT OF 1,300.00

---

<b>Originating Dept</b>	LEGISLATIVE	<b>Costs</b>	1,300.00
<b>User Dept.</b>		<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	130-0101-511-5-8301
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

WASHINGTON ELEM. SCHOOL REWARDING STUDENTS FOR EXEMPLARY SCHOOL WIDE POSITIVE BEHAVIOR . WASHINGTON ELEM IS REQUESTING (3) WET BOUNCE HOUSES FOR GRADE LEVEL K THROUGH 5TH. THIS ALL DAY EVENT WILL HOST 357 STUDENTS.

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	
<b>Operating Costs</b>	1,300.00
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions (cumulative)</b>	

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Washington_Elem_School_Bounce_House.pdf	WASHINGTON ELEM. SCHOOL	5/8/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
District 5	Davis, Terrence	Approved	5/8/2017 - 5:54 PM
Purchasing	Mealy, Dean	Approved	5/9/2017 - 5:28 PM
Finance	sherman, randy	Approved	5/10/2017 - 8:47 AM
Attorney	Degraffenreidt, Andrew	Approved	5/10/2017 - 12:36 PM
City Clerk	Burgess, Jackie	Approved	5/10/2017 - 12:57 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:45 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 1<sup>st</sup> and \$7,500 on April 1<sup>st</sup>) 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: Terence D. Davis

Legal Name of Organization: Washington Elementary School Riviera Beach FL

Program/ Activity Name: Shark Cove Washington Elementary School Requested Amount: \$ 1,300.00

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:

Washington Elementary School will host "Shark Cove" this a end of the school year event to promote positive behavior management for 357 students, Grade Level K-5. Washington Elementary School is requesting \$1,309.00 to support (3) wet bounce house. The event will be held May19, 2017 from 8am until 2pm.

Mailing Address: 1709 W 30th

City: Riviera State: FL Zip: 33404

Contact Person(s): Sandra Edwards ( Principal)

Phone: (561) 434-8720 Fax: \_\_\_\_\_

Email Address: Sandra Edwards [sandra.edwards@palmbeachschools.org]

Name of Authorized Official: Sandra Edwards

Signature of Authorized Official: [Signature] Date: 5/5/2017

\*\*\*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, Terence D. Davis, hereby certify that the donation to  
Washington Elementary School 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: 5/5/2017

Amount Approved by Elected Official: \$ 1,300.00

**City Council Action**

☐ Approved

☐ Disapproved

Chairperson's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requestor. 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 <b>Palm Beach County School District</b>		
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 checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Government</b>	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) <b>3300 Forest Hill Blvd A 323</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>West Palm Beach, FL 33406</b>		
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								
5	9	-	6	0	0	0	7	8 3

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ Nancy J. Samuel, CPA Date ▶ 1/7/16

**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/w9](http://www.irs.gov/w9).

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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.



## Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013897253C-1	11/30/2012	11/30/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PALM BEACH COUNTY SCHOOL BOARD  
3366 FOREST HILL BLVD A 323  
WEST PALM BEACH FL 33406-5870

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

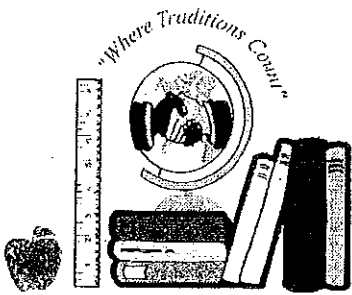


## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.





# Washington Elementary School

1709 West 30th Street, Riviera Beach, Florida 33404 ♦ (561) 494-1201 ♦ Fax (561) 494-1250

Mrs. Sandra Edwards  
*Principal*

Mrs. Linda J. Jakob  
*Assistant Principal*

May 8, 2017

City of Riviera Beach  
Councilman Terrence Davis  
600 West Riviera Beach  
Riviera Beach, FL 33404

RE: Request for Assistance

Dear Councilman Davis,

On behalf of Washington Elementary I Latoya Y. Wilson, member of the school wide positive behavior team would like to request assistance in rewarding students at our school for exemplary school wide positive behavior. We are requesting three wet bounce houses to help support our event on Friday, May 19<sup>th</sup> for grade levels K through 5th. This all-day event will host 357 students and is estimated to cost \$1300.00. Your support will be greatly appreciated.

Sincerely,

Ms. Latoya Y. Wilson  
Fine Arts Grade Chair



**JUPITERBOUNCE.COM**Event Location**Linda Jakob** / Washington Elementary School

1709 West 30th Street

Riviera Beach, FL 33404

**Phone:****Cell Phone:** (561) 308-4888**Order Date:** 5/8/2017**Order/Invoice:** 2047741**Start Date/Time:** 5/19/2017**8:00am****End Date/Time:** 5/19/2017 2:00pm**Delivery method:** Drop-Off**Surface Type-** Grass

<b>Name</b>	<b>Qty</b>	<b>Total</b>
1 Attendant \$30/Hour 6 hours	1	\$180.00
14 Foot Splash Slide (WET/DRY)	1	\$199.00
2 Silver Stakes	1	\$0.00
4 IN 1 DOUBLE LANE COMBO WET + 18 foot CASTLE OBSTACLE "NEW"	1	\$325.00
18 Foot Kowabunga Wave Water Slide	1	\$325.00
2 Large Orange Stakes	1	\$0.00
Generator 5000 watts or up	5	\$250.00
GIANT CONNECT 4	1	\$0.00
<b>Rentals subtotal</b>		\$1,279.00
<b>Staffing</b>		\$0.00
<b>Delivery</b>		\$25.00
<b>Fees</b>		\$0.00
<b>Discount</b>		\$4.00
<b>Sales Tax</b>	%	\$0.00
<b>Total</b>		<b>\$1,300.00</b>

**Total Deposit Collected =**0.00**Remaining Balance Due** 1,300.00

**Information & Terms:** A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. THERE ARE NO REFUNDS OF ANY KIND! JupiterBounce is not responsible for any permits. Customers are responsible for the equipment until the equipment is picked up. Set up or break down of tables and chairs is not included, unless other wise noted.

**Cancellation and Rain Policy:** This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

**Hold Harmless Provision:** Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages

incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof. JupiterBounce is not responsible for any damages that our stakes or securing methods may cause. Please have any underground pipes or breakable items under ground properly marked.

NO SILLY STRING, FACEPAINT, CANDY, GUM, NO FOOD SHOES OR DRINKS ALLOWED! USE OF THESE ITEMS MAY RESULT IN A CLEANING FEE UP TO \$1000! \*\*\*\*ANY STAINING OF THE EQUIPMENT INCLUDING WELL WATER CAN RESULT IN A FEE UP TO \$5000!

**DUTY OF PARTICIPANTS:** It is recognized that some recreational activities conducted by JUPITERBOUNCE.COM are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by JUPITERBOUNCE.COM referred to hereafter as JUPITERBOUNCE.COM I hereby covenant and agree not to condone, initiate or take part in (a) any act which shall interfere with the running or operation of this rental when such activities conform to the (b) any use of JUPITERBOUNCE.COM equipment or facilities or services if I do not have the ability to use (c) or engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to (d) or to embark in any self initiated activity without first informing JUPITERBOUNCE.COM of my intentions or

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:** I acknowledge and understand that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I, being aware that this activity entails risk or injuries to myself and a risk or injury to spectators or third-parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused by others (including attorneys' fees or costs) if they are injured or otherwise damaged due to any negligent actions. I agree to release from liability and hold harmless JUPITERBOUNCE.COM. My participation in this activity is purely voluntary; no one is forcing me to participate and I elect to participate in spite of the known and unknown risks.

**RELEASE:** In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release and hold harmless JUPITERBOUNCE.COM its principals, directors, officers, agent, employees, attorney's and volunteers from any liability and waive any claim for damages arising from any cause whatsoever I further agree to reimburse you for all attorney's fees and costs should I bring a legal action against you and lose.

**ENTIRE AGREEMENT:** I understand that this is the entire agreement between me and JUPITERBOUNCE.COM, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employees of JUPITERBOUNCE.COM or by me. rules and regulations of the State of Florida. such facilities, equipment or services safely with instructions until I have requested and received sufficient instruction to permit safe usage or causes injury to any one person receiving permission from JUPITERBOUNCE.COM to engage in such self-initiated activity

**Merger Clause:** This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**Lessor will:**

1. Deliver, set-up, tear down and provide extension cords (outlets must be within 75 feet of the inflatable)

**Lessee will:**

1. Provide 0 110volt/20amp electric circuits within 75 feet of the bounce house!!!
2. Provide any required entrance and parking passes.
3. Provide a minimum of 3 adult volunteer(s) to operate the activities.

**\*\*\*\*4. PROVIDE CLEAN FILTERED WATER. ANY STAIN CAUSED BY UNTREATED OR "WELL" WATER IS THE LESSEE'S RESPONSIBILITY. LESSEE MAY BE SUBJECTED TO A FINE FROM \$500- \$5000 . We do not provide hoses!**

**Mailing Address-** 6671 W. Indiantown Road Suite 50-271 Jupiter FL 33458 4% PROCESSING FEE ON ALL CREDIT CARD PAYMENTS

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

---

Signature

---

Date

---

Printed Name

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

**Meeting Date:** 5/17/2017

**Agenda Category:** PRESENTATIONS

---

**Subject:** Presentation of City's 2015/2016 Audit by the City's external auditor Roderick Harvey, HCT Certified Public Accountants and Consultants, LLC

---

**Recommendation/Motion:**

---

<b>Originating Dept</b>	FINANCE	<b>Costs</b>
<b>User Dept.</b>	FINANCE	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

The City's independent auditors HCT Certified Public Accountants and Consultants, LLC have completed the City's audit for the fiscal year 2015/2016. They will present the Audit Report and Financial Statements and be available to answer any related questions.

**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
Riviera_Beach_CAFR_FYE_2016_09_30_._05172017.pdf	COMPREHENSIVE ANNUAL FINANCIAL REPORT FISCAL YEAR END 2016(2)	5/9/2017	Cover Memo
Financial_Indicators.pdf	Financial Indicators	5/5/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	5/5/2017 - 5:46 PM
Purchasing	Mealy, Dean	Approved	5/8/2017 - 5:03 PM
Finance	sherman, randy	Approved	5/8/2017 - 5:29 PM
Attorney	Degraffenreidt, Andrew	Approved	5/9/2017 - 12:39 PM
City Clerk	Burgess, Jackie	Approved	5/9/2017 - 2:43 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 5:23 PM

# COMPREHENSIVE ANNUAL FINANCIAL REPORT

# City of Riviera Beach Florida



Fiscal Year Ended September 30, 2016

# **City of Riviera Beach Florida**

---

## **COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**Fiscal year ended September 30, 2016**



**CITY OF RIVIERA BEACH  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>I. INTRODUCTORY SECTION</b>	i
Letter of Transmittal	ix
Elected Officials	x
Organizational Chart	xi
Principal Officers	
<b>II. FINANCIAL SECTION</b>	
Independent Auditor's Report	1
Management's Discussion and Analysis	4
<b>BASIC FINANCIAL STATEMENTS</b>	
<b>Government-wide Financial Statements:</b>	
Statement of Net Position	12
Statement of Activities	13
<b>Fund Financial Statements:</b>	
<b>Governmental Fund Financial Statements</b>	
Balance Sheet	14
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	15
Statement of Revenues, Expenditures, and Changes in Fund Balances	16
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of the Governmental Funds to the Statement of Activities	17
<b>Proprietary Fund Financial Statements</b>	
Statement of Net Position-Business-type activities – Enterprise Funds - Governmental activities – Internal Service Fund	18
Statement of Revenues, Expenses, and Changes in Net Position – Business-type activities – Enterprise Funds – Governmental activities – Internal Service Fund	19
Statement of Cash Flows -Business-type activities – Enterprise Funds - Governmental activities – Internal Service Fund	20
<b>Fiduciary Fund Financial Statements</b>	
Statement of Fiduciary Net Position	21
Statement of Changes in Fiduciary Net Position	22
Notes to the Financial Statements	23
<b>REQUIRED SUPPLEMENTARY INFORMATION</b>	
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual - General Fund	82
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual - Community Redevelopment Agency	83
Notes to the Budgetary Comparison Schedule	84
Schedule of Changes in the City's Net Pension Liability and Related Ratios for Single Employer Pension Plans	85
Schedule of Funding Progress Other Post-Employment Benefits	90

**CITY OF RIVIERA BEACH  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
TABLE OF CONTENTS**

**OTHER SUPPLEMENTARY INFORMATION**

Schedules of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	
Community Development Block Grant	91
Law Enforcement Grants	92
Major Disaster	93
<b>Combining Financial Statements</b>	
Balance Sheet – Non-Major Special Revenue Funds	94
Statement of Revenues, Expenditures and Changes in Fund Balance – Non-Major Special Revenue Funds	95
Balance Sheet – Debt Service Fund	96
Statement of Revenues, Expenditures and Changes in Fund Balance – Debt Service Fund	97
Balance Sheet – Non-Major Capital Project Funds	98
Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Non-Major Capital Project Funds	99

**III. STATISTICAL SECTION**

Financial Trends	
Net Position by Component	100
Changes in Net Position	101
Fund Balances of Governmental Funds	103
Changes in Fund Balances of Governmental Funds	104
Revenue Capacity	
Assessed Value and Estimated Actual Value of Taxable Property	105
Property Tax Rates – Direct and Overlapping Governments	106
Principal Property Taxpayers	107
Property Tax Levies and Collections	108
General Revenues by Source	109
Tax Revenues by Source	110
General Government Expenditures by Function	111
Debt Capacity	
Ratios by Outstanding Debt by Type	112
Direct and Overlapping Governmental Activities Debt	113
Schedule of General Government Pledged Revenue Coverage	114
Schedule of Community Redevelopment Agency Pledged Revenue Coverage	115
Schedule of Water and Sewer Pledged Revenue Coverage	116
Debt Compliance	117
Demographic and Economic Information	
Demographic and Economic Statistics	118
Principal Employers	119
Operating Information	
Full-time Equivalent Employees by Function	120
Operating Indicators by Function / Program	121
Capital Asset Statistics by Function / Program	122

**CITY OF RIVIERA BEACH  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
TABLE OF CONTENTS**

**IV. COMPLIANCE SECTION**

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	123
Independent Auditor's Report on Compliance for each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	125
Schedule of Expenditures of Federal Awards	127
Notes to the Schedule of Expenditures of Federal Awards	128
Schedule of Findings and Questioned Costs	129
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida	130
Independent Auditor's Report on Compliance with Section 218.415 Florida Statutes, Local Government Investment Policies	132



## Our Mission

To create an exceptional city by providing excellent customer service, progressive leadership and accountable stewardship.

## Our Vision

Riviera Beach is the best waterfront city in which to live, work and play.

## Our Core Values

Professionalism

Ethics

Commitment

Excellence in Customer Service

Integrity

Diversity

Respect for Opinions

Transparency

Innovation

# **Part I**

---

## **INTRODUCTORY SECTION**



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

May 5, 2017

**To: The Honorable Mayor, Members of the City Council,  
and Residents of the City of Riviera Beach, Florida**

I am pleased to present the City of Riviera Beach's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2016.

The CAFR is submitted in accordance with the City's Charter, City Ordinances, and Florida Statutes. It is presented in conformance with the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), and other reporting standards as mandated by financial governing authorities. The audit was conducted by a firm of licensed certified public accountants in accordance with Generally Accepted Auditing Standards (GAAS), governmental auditing standards as issued by the Comptroller General of the United States, OMB Circular A-133 and State Single Audit requirements, and the Rules of the Auditor General of the State of Florida.

As stipulated by the City's Charter, an annual audit of the City's financial accounting records is required. The records have been audited by HCT Certified Public Accountants and Consultants, LLC. (HCT) and are presented in the Basic Financial Statements in this CAFR. The report also includes the financial information for the City's enterprise funds, fiduciary funds, and component unit, Riviera Beach Community Redevelopment Agency (CRA). Management believes that the data, as presented, is accurate in all material respects and is organized in a manner which fairly sets forth the financial position and results of the operations of the City as measured by the financial activity of its various funds.

The Auditor has issued an unqualified 'clean' opinion on the City of Riviera Beach's financial statements for the fiscal year ended September 30, 2016. The independent auditor's report is included in the Financial Section of this report.

## **FINANCIAL REPORT SECTIONS**

The City's CAFR is presented in four sections:

**Introductory Section** - Includes the letter of transmittal from the Director of Finance and Administrative Services and information on the City's organizational structure.

**Financial Section** - Includes the independent auditor's report, Management Discussion & Analysis (MD&A), government-wide financial statements, fund financial statements, cash flow statement, notes to the basic financial statements, required supplementary information, individual and combining fund financial statements, and schedules.

**Statistical Section** - Includes financial, revenue and debt trends, and demographic, economic and operating information.

**Compliance Section** - Includes the independent auditor's report on internal controls, schedule of expenditures of federal awards along with relevant notes, summary of findings, and management letter issued by the auditor.

## **THE REPORTING ENTITY**

The City was incorporated in 1922 and operates under a mayor-council-manager form of government. Policy making and legislative authority are vested in the governing council, which consists of five members. The council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the council, for overseeing day-to-day operations, and appointing department heads. Council members are elected to three-year staggered terms according to district, though they compete city-wide, with two council members elected one year and three council members the following year. Council members also sit as the Board of the CRA and Utility Special District (USD). The Mayor does not vote, but has appointment power in some matters and veto power in other matters and has the authority to take disciplinary action.

## **CITY SERVICES**

The City provides its citizens with a full complement of public services including, but not limited to public safety, public works, water and wastewater, parks and recreation, maintenance of roadways and canals, community development, library, marina, and community events.

During 2016, capital improvement projects focused on neighborhood improvements such as the reconstruction of roadways, installation of street lights and sidewalks, construction of the Riviera Beach Community Center, construction of welcome signs at every point to the City, refurbishment of Barracuda Bay Aquatic Center, and landscaping improvements.

Public safety, comprising fire and police departments, is one of the most important services that the City provides to its citizens and visitors. As of September 30, 2016, the Police Department is staffed with 119 sworn officers and the Fire Department has a complement of 74 firefighters, which includes 51 dual trained firefighter/paramedics.

The Fire Department serves the City with emergency medical service (EMS), fire protection, fire inspections, and public education. The Town of Palm Beach Shores contracts with the Fire Department to provide emergency medical services. Within the City, there are four stations strategically located and equipped with fire suppression and emergency medical capabilities. On a daily basis, a minimum staffing level of seventeen members is maintained among the four stations to ensure that adequate personnel are available to operate safely and effectively. For fiscal year 2016, the Fire Department responded to 8,068 calls, of which 82% were EMS related, and 18% comprised other types of calls including fire, public assistance and mutual aid. Average response time from dispatch to arrival of a unit is five minutes and three seconds, which is favorable to a benchmark response time standard of six minutes.

## **ECONOMIC CONDITION IN FY 2016 AND OUTLOOK FOR FY 2017**

### **Local Economy**

As the economic conditions for Palm Beach County continue to improve, it is expected that the City's economy will be positively impacted. Unemployment rate for the County has remained unchanged at 5.20% from September 2015 to September 2016. The City, while part of the strong Palm Beach County economy, presents a much weaker demographic profile including low wealth indices, high rates of poverty and above average unemployment trends. The City's unemployment rate was 5.80% in September 2016, a slight increase from 5.70% over September 2015. Recent economic movement, however, has been positive. Per capita personal income for the City has increased from \$21,702 in 2011 to \$23,685 in 2015 which is 27% lower than the national average and 17% lower than the State.



Efforts continue within the City to build an economic base that contributes to growth and job opportunities. Economic development continues to be a primary focus for the City through the CRA, and its partnerships with Palm Beach County Business Development Board, Economic Council, and local Chambers of Commerce. These partnerships complement the City's ongoing efforts to attract companies that pay high salaries for highly skilled jobs. Riviera Beach is the economic hub for marine jobs in South Florida and home of the leading industrial zone in Palm Beach County. Tax incentives are offered through historically utilized Business and Enterprise Zones and other job creation incentive programs. With the City's proximity to the Port of Palm Beach and the interstate road systems, the City is well positioned to attract new businesses. Job creation is vital to the economic development activities undertaken by the City's Economic Development team. The City's Marina District is the last prime waterfront redevelopment opportunity remaining in South Florida.

## Financial Trends

For FY 2016, the General Fund's four major operating revenue sources were property taxes, public service (utility) taxes, franchise fees, and sales tax totaling \$47.406 million, an increase of \$8.538 million or 21.97% over FY 2015. Property values continue to increase along with sales tax revenues. The four major operating revenue sources comprise over 70% of the total operating revenues. For FY 2017, major revenues for the General Fund are projected to increase by 6.90% compared to FY 2016.

The following table shows the historical trends for the General Fund's major revenue sources for the past four years and the projected revenues for FY 2017.

	<b>ACTUAL FY 2013</b>	<b>ACTUAL FY 2014</b>	<b>ACTUAL FY 2015</b>	<b>ACTUAL FY 2016</b>	<b>ADOPTED BUDGET FY 2017</b>
Property taxes	\$ 26,120,271	\$ 27,993,790	\$ 29,304,127	\$ 37,506,969	\$ 40,179,917
Public service taxes	4,060,124	4,316,158	4,275,034	4,633,809	4,721,430
Franchise fees	2,507,601	2,721,401	2,704,479	2,586,398	2,988,360
Sales tax	2,236,508	2,396,237	2,583,803	2,678,737	2,778,659
<b>Total</b>	<b>\$ 34,924,504</b>	<b>\$ 37,427,586</b>	<b>\$ 38,867,444</b>	<b>\$ 47,405,913</b>	<b>\$ 50,668,366</b>

## Property Taxes

Property taxes are the largest revenue source for the General Fund, representing 56.20% of total General Fund revenues collected in FY 2016. Total assessed property value for FY 2016 was \$4.553 billion with an approved millage rate of 8.4520 generating property tax revenue of \$37.507 million in comparison to \$29.304 million in FY 2015, an increase of \$8.203 million or 28%.

For FY 2017, the adjusted property value is \$4.943 billion, an increase of \$391 million or 8.58% over FY 2016 resulting from the improvements to the Florida Power & Light (FP&L) power plant. The millage rate for FY 2017 remains the same as FY 2016. Property tax revenue is projected to increase by \$2.67 million or 7.12% over FY 2016.

The following table shows the assessed property values for the past four years and for FY 2017.

	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>
Taxable value (billions)	\$2.992	\$3.164	\$3.379	\$4.553	\$4.943
Millage rate	8.998	8.952	8.952	8.452	8.452

## **Public Service Taxes**

Public service taxes are levied in accordance with the City Code and Florida Statutes which authorizes any municipality within the State to levy a public service tax on the purchase of electricity, gas, and water services. The City levies a public service tax rate of 10% and a rate of four cents per gallon on the purchase of fuel oil, representing the maximum rate allowed under Florida law. Public service taxes are collected by the City from purchasers at the time of sale and remitted to the City. Taxes appear on the bills rendered to consumers by FP&L for electricity and by the City for water service.

Public service taxes increased by 8.39% in FY 2016, moving from \$4.275 million in FY 2015 to \$4.634 million due to increases in taxes applied on water and fuel.

For FY 2017, public service taxes are projected to increase by \$.087 million or 1.89% over FY 2016.

## **Franchise Fees**

Franchise fees are derived from revenues received by the City pursuant to franchise agreements that the City has entered into with private entities to provide certain services within the City. Such services may include electric, gas, water, telephone, cable television, towing and roll off container services.

Franchise fees consist of payments made by FP&L and Florida Public Utilities pursuant to long-term agreements which provide payment to the City of 6% of the entity's gross revenue derived from accounts within the City's limits. Franchise agreements with FP&L and Florida Public Utilities will expire during 2040 and 2020, respectively, unless extended.

Franchise fees were \$2.586 million in FY 2016 which declined from \$2.704 million in FY 2015, a reduction of 4.37% due to a reduction in the fees collected by FP&L.

For FY 2017, franchise fees are projected to increase by \$0.402 million or 15.54% over FY 2016.

## **Sales Tax**

Sales tax is the fourth largest revenue source for the General Fund and is allocated to the City based on the city's population relative to the county's total population. Sales tax increased by \$0.95 million or 3.67% from FY 2015 to FY 2016. Sales tax is projected to increase by \$0.100 million or 3.73% from FY 2016 to FY 2017.

## **MAJOR INITIATIVES FOR FISCAL YEAR 2016**

During FY 2016, the City's major accomplishments and initiatives were as follows:

- Construction was completed on the two-storey Marina Event Center as part of the Riviera Beach Marina Village Revitalization redevelopment project. The event center offers affordable rental rates for events and is complemented by a large park with a public amphitheater and a splash pad.
- As of September 30, 2016, the City had 158 employees participating in the Florida Retirement System (FRS) since the closure of the City's General Employees and Firefighters pension plans to new members. During FY 2016, the City recognized cost savings of \$1.6 million from the issuance of the pension obligation bonds in September 2015. This cost savings is attributed to the reduction in the unfunded actuarial accrued liability of the City's General Employees, Police and Firefighters pension plans.

- In May 2016, the City contracted with Loggerhead Marina / Seven Kings Management to provide third party management services to oversee the operations of the City's Marina.
- In April 2016, the City issued the *Stormwater Management Utility Revenue Bonds, Series 2016* in the amount of \$10 million to finance the costs of improvements to the stormwater management system.
- In September 2016, the City issued the *Utility Special District Water and Sewer Revenue Bonds, Series 2016* in the amount of \$33.205 million to finance the costs of improvements to the water and wastewater system.
- The City continued its participation in the State's incentive programs, retaining 265 jobs through the Qualified Defense Space Contractor program and an additional 275 jobs are expected to be created through the Qualified Target Industry and Quick Action Closing Fund programs.
- In conjunction with the Metropolitan Planning Organization, approximately \$4.6 million has been appropriated for the City for street enhancements and beautification.
- The City was awarded a library construction grant for the full amount of \$0.5 million as part of the State's approved budget. This grant will be used to fund the new state-of-the-art public library comprising 32,000 square feet which is more than twice the size of the existing library. Construction is expected to be completed in December 2019.
- The City negotiated a contract with SunGuard Public Sector, LLC to acquire the SunGuard One Solution Public Safety Solution for the Riviera Beach Police Department. One Solution software for public safety allows 911 dispatchers to instantly share information on changing events with officers in the field, streamlines communications between multiple responding agencies, manages and dispatches emergency calls in a fast and reliable way, collects and stores critical information gathered during the course of the incident, and increases officer safety with critical information.

## **STRATEGIC AND FINANCIAL PLANNING FOR FISCAL YEAR 2017 AND BEYOND**

- The third phase of the Riviera Beach Marina Village Revitalization redevelopment project will commence.
- During the FY2017 budgeting process and deliberations, the Mayor and Council held a series of special "Visioning" sessions. As a result, the Council prioritized eleven focal issues. After reaching a consensus on the top six priorities direction was provided to senior management to formulate strategies to complete the Council's vision. The top six priorities identified were: the Utility Special District, Economic Development, Code Enforcement, Public Safety, Administration and Community/Neighborhoods. The visioning led to the adoption of the Five-year Capital Improvement Plan and a restructuring of Code Enforcement operations.

## **MANAGEMENT RESPONSIBILITY**

City management is responsible for the accuracy of the data and completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the data, as presented, is accurate in all material respects; is presented in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds and account groups; and that the included disclosures will provide the reader with an understanding of the City's financial affairs.

## **ACCOUNTING AND ADMINISTRATIVE CONTROLS**

City management is responsible for establishing and maintaining an internal control system which is designed to ensure that the assets of the City are protected from loss, theft, or misuse. Furthermore, management ensures that accounting data is adequate for the preparation of financial statements in conformity with GAAP. Internal accounting controls are designed to provide reasonable but not absolute assurance regarding the safeguarding of assets against loss from unauthorized use or disposition. The controls are intended to provide assurance as to the reliability of financial records as related to the preparation of financial statements and accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management.

In addition to the examination of controls performed by members of the Finance and Administrative Services Department, the City's internal auditor continually reviews and assesses the soundness and adequacy of all of the accounting and budgetary aspects of the City's financial system. Financial transactions and related data are examined for accuracy, completeness and authorization. Furthermore, data processing applications and systems are analyzed to ensure that necessary controls are in effect.

Internal control evaluations occur within the above framework. Management believes that the current internal accounting controls adequately safeguard the City's assets. In addition to these internal controls, annual financial audits are performed by independent certified public accountants.

## **BUDGETARY CONTROLS**

The City maintains budgetary controls in order to ensure compliance with legal provisions contained in the annual appropriated budget approved by Council. Annual budgets are legally adopted for activities of the general, certain special revenue, capital projects, and debt service funds. Without Council approval, expenditures may not legally exceed appropriations at the department level. Administrative controls are exercised at the category level for current expenditures and at the line item level for capital outlay. Encumbrance accounting is utilized in governmental funds in order to reserve, the encumbered portion of the appropriation.

## **ANNUAL BUDGET**

The annual budget is the foundation of the City's financial planning and control. Public workshops and hearings are held throughout the budget process to obtain input from citizens. The City Manager directs department directors to develop proposed budgets within the appropriate annual guidelines. Budgetary control is maintained at the departmental and fund level. The City Manager reviews each proposal and assembles a tentative budget that is presented to the Council. The Council holds budget workshops to discuss and amend the proposed budget. During the first required public hearing, the Council adopts a proposed budget and approves the proposed millage rate and a second required public hearing is held to adopt a final budget and approve the final millage rate.

## **CAPITAL PROJECTS**

The City Manager presents a Five-year Capital Improvement Plan outlining the City's plan to provide for improvements to the City's public facilities for the next five fiscal years and the proposed financing of these capital improvement projects. The first year of the Five-year Capital Improvement Plan is the Capital Budget. The Capital Budget is adopted by the Council with the adoption of the annual operating budget. There is no commitment to expenditures or appropriations beyond the first year of the plan, except for those improvements included in the City's Comprehensive Plan. The City recognizes that the capital improvement

plan must be realistic both in terms of needs and the availability of resources to fund the capital projects. The Capital Improvement Plan is developed and projects are evaluated according to the guidelines of the City's Comprehensive Plan. The Capital Improvement Plan for fiscal years 2017 through 2021 amounts to \$113.988 million of which \$34.827 million has been allocated to governmental funds and \$79.160 million for enterprise funds.

## **CASH MANAGEMENT**

The City has a contract with Public Trust Advisors, LLC (PTA) to provide investment management services. After consultation with the Director of Finance and Administrative Services, PTA supervises and directs the investment of equities, money markets funds, and fixed income securities. The investments are held by a third party custodian in the City's name. The City's Investment Policy emphasizes safety of principal, liquidity of funds and return on investment.

## **RISK MANAGEMENT**

The City is exposed to the risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, injuries to employees and natural disasters for which the City carries commercial insurance. Most of the major policies and coverages such as personal property, liability, errors and omissions, and workers' compensation are provided under Public Entity Package provided by Lloyd's of London.

## **INDEPENDENT AUDIT**

According to Florida Statutes and City Ordinances, the financial statements have been audited by HCT Certified Public Accountants and Consultants, LLC. The goal of the auditor is to provide reasonable assurance that the financial statements are free of material misstatements. The auditor examined, on a test basis, evidence supporting the amounts and disclosures in the financial statements and assessed the accounting principles used and significant estimates made by management. The audit was designed to meet federal requirements of the *Single Audit Act of 1984*, as amended, and the related Uniform Guidance. Additionally, the audit meets the requirements of *Chapter 10.550 of the Rules of the Florida Auditor General* and *Section 215.97, Florida Statutes* pertaining to the *Florida Single Audit Act*. The independent auditor's report on the basic financial statements is included in the financial section of the CAFR.

## **CREDIT RATING**

The City has been assigned an underlying credit rating of 'A+' by Standard and Poor's and 'AA' by Fitch Ratings, with a stable outlook. The ratings on the implied General Obligation (GO) reflect the City's wealth indicators, balanced finances, liquidity, moderate debt, and opportunity for economic growth given its location within Palm Beach County.

## **ACKNOWLEDGEMENTS**

I trust that the financial information presented in the CAFR is helpful to our citizens, elected officials and employees. I personally thank the staff of the Finance and Administrative Services Department for their efficient and dedicated service in the preparation of the CAFR. I express my appreciation to departments that contributed to the preparation of this report. I thank the Mayor and Council for their support.

## REQUEST FOR INFORMATION

The CAFR is designed to provide a general overview of the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

City of Riviera Beach  
Finance and Administrative Services  
600 W. Blue Heron Boulevard  
Riviera Beach, FL 33404  
(561) 845-4040  
financedept@rivierabch.com

The City's financial statements, operating budgets, and capital improvement plans for current and prior years are available on the City's website at: [www.rivierabch.com](http://www.rivierabch.com).

Respectfully submitted,



Randy M. Sherman, CPA, CPFO, CTP  
Director of Finance and Administrative Services

**CITY OF RIVIERA BEACH, FLORIDA  
ELECTED OFFICIALS  
SEPTEMBER 30, 2016**

The elected officials responsible for the governance of the City of Riviera Beach as of September 30, 2016 are as follows.



**Thomas A. Masters  
Mayor**



**Lynne Hubbard  
District 1**



**KaShamba Miller-Anderson—Pro Tem  
District 2**



**Tonya Davis Johnson  
District 3**

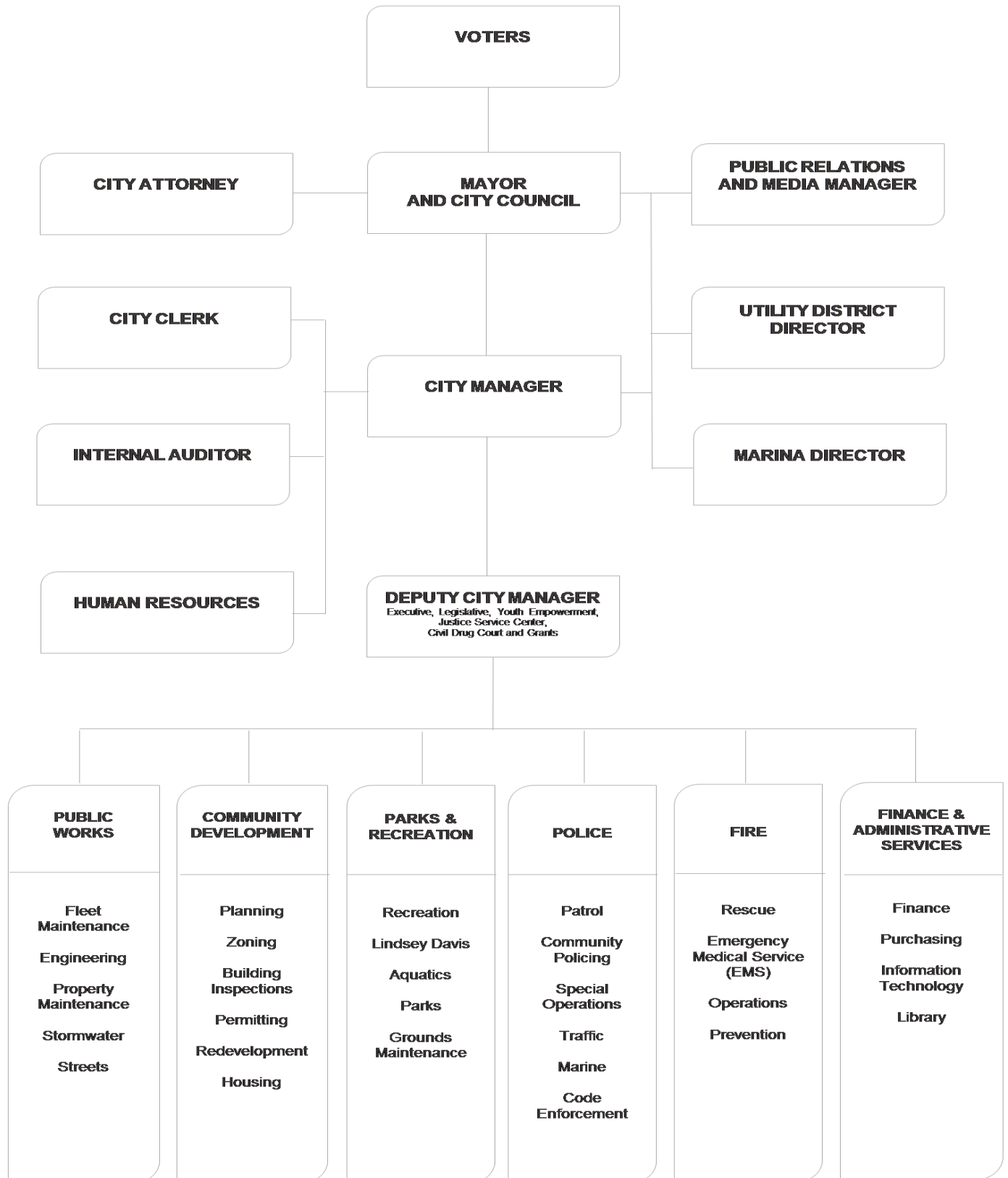


**Dawn Pardo  
District 4**



**Terrence Davis—Chair  
District 5**

**CITY OF RIVIERA BEACH  
CITY STRUCTURE  
SEPTEMBER 30, 2016**





**CITY OF RIVIERA BEACH, FLORIDA  
PRINCIPAL OFFICERS  
SEPTEMBER 30, 2016**

The principal officers responsible for the operations of the City of Riviera Beach as of September 30, 2016 are as follows:

Danny Jones	City Manager (Interim)
Vacant	Deputy City Manager
Andrew Degraffenreidt	City Attorney
Claudene Anthony	City Clerk
Vacant	Community Development Director
Randy M. Sherman	Finance & Administrative Services Director
Bruce Davis	Human Resources Director
Reginald K. Duren	Fire Chief
Clarence Williams	Police Chief
Brynt Johnson	Public Works Director
Richard Blankenship	Parks & Recreation Director
Vacant	Utility District Executive Director

## **Part II**

---

# **FINANCIAL SECTION**

## INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members of the City Council  
City of Riviera Beach, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Riviera Beach, Florida (the "City") as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Riviera Beach Police Pension Fund and Firefighters' Pension Trust Fund. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the fiduciary funds, is based solely on the report of the other auditors. The financial statements of the Riviera Beach Police Pension Fund, Firefighters' Pension Trust Fund and General Employee's Retirement System were conducted in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2016, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 6-13 and 85-86, 95-97 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 5, 2017, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida

May 5, 2017

# **Management's Discussion and Analysis (MD&A)**

---

**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

The City of Riviera Beach (City) offers the readers of its financial statements an overview and analysis of financial activities of the City for the fiscal year ended September 30, 2016. The information included in the Management's Discussion and Analysis (MD&A) should be read in conjunction with the financial statements and the notes to the financial statements.

**FINANCIAL HIGHLIGHTS**

For FY 2016, the City's total net position increased by \$41.336 million or 36.73% over FY 2015. The governmental activities net position increased by \$36.161 million or 119.78% and the business-type activities net position increased by \$5.176 million or 6.28%.

Comparing FY 2016 and FY 2015, the governmental activities revenues increased by \$16.351 million or 26.31% and business-type activities revenues increased by \$2.702 million or 9.35%.

Comparing FY 2016 and FY 2015, the City's total expenses decreased by \$35.470 million or 26.02%.

For FY 2016, the General Fund, the primary operating fund, reported an increase in fund balance of \$3.180 million or 16.33%, compared to an increase of \$1.115 million in FY2015.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This MD&A is an overview and analysis of the City for the fiscal years ended September 30, 2016 and 2015. The financial statements are presented in accordance with GASB Statement No. 34 *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. The basic financial statements include three components (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information.

**Government-wide financial statements**

The government-wide financial statements are prepared using the *accrual basis of accounting* which provides an overview of the City in a manner similar to the financial statements of most private-sector enterprises. Revenues and expenditures are recorded at the time they are incurred as opposed to when cash is actually received or spent.

These reports divide the City based on two types of activities:

1. Governmental activities - Includes police, fire, public works, parks, recreation, library, and general administration and which are principally supported by taxes and intergovernmental revenues.
2. Business-type activities - Services where fees and charges cover all or a significant portion of the related services. These services include water, wastewater, stormwater, refuse, and marina.

The CRA, a component unit, is included in the governmental activities in the government-wide statements. Component units are other governmental units over which the City can exercise influence and/or may be obligated to provide financial subsidy.

The government-wide financial statements include:

Statement of Net Position – This statement presents information showing the assets, deferred outflow of resources, liabilities and deferred inflow of resources, with the difference reported as net position. Over time increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

Statement of Activities – This statement presents information showing how net position changed during the fiscal year. Current year revenues and expenses are reported as soon as the underlying event resulting in the change in net position. Revenues and expenses are reported in this statement for certain items that will result in cash flows in future fiscal years.

**Fund Financial Statements**

Fund financial statements provide detailed information on the significant funds. A fund is a grouping of related accounts that are used to maintain control over resources that are segregated for specific activities. Fund accounting is used to ensure and demonstrate compliance with financial related legal requirements.

The City's funds are divided into three main categories: (1) governmental funds, (2) proprietary funds, and (3) fiduciary funds.

**Governmental funds** - Account for the same functions reported as governmental activities in the government-wide financial statements.

The modified accrual method of accounting is used to report these funds and measures current financial resources. Governmental fund statements provide a short term view of the City's operations and services. These statements focus on near term inflows and outflows of expendable resources and balances of expendable resources available at the end of the fiscal year. This information is useful in evaluating the City near term financing requirements. The *governmental fund balance sheet* and the *governmental fund statement of revenues, expenditures and changes in fund balances* are included in this section accompanied by reconciliation to the government-wide statements to facilitate the comparison between the two presentations.

**Proprietary funds** - Reports the same functions presented as business-type activities in the government-wide financial statements. The City maintains two types of proprietary funds: (1) enterprise funds and (2) internal service fund.

- Enterprise funds - Account for water and sewer, stormwater, marina, and refuse.
- Internal service fund – Accumulates and allocates general liability insurance program costs internally among the departments.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, but with more detailed information. The financial statements provide separate information for water and sewer, stormwater, marina, and refuse. The internal service fund is presented separately with the proprietary fund financial statements.

**Fiduciary funds** - Account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's activities or functions. The accounting used for fiduciary funds is similar to that of proprietary funds. Included in this report are the three pension plans for the City's general employees, police, and firefighters. Information and description for each pension plan are included in the *Notes to the Financial Statements* section. The police and firefighters' pension plans are independently audited and reported in their own financial statements which are available upon request.

**Notes to the Financial Statements**

The *Notes to the Financial Statements* section provides information that is essential to the full understanding of the information presented in the government-wide and fund financial statements and is required by generally accepted accounting principles.



**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

**Required Supplementary Information**

This section includes information regarding the funding progress on the obligation to provide pension and OPEB benefits to its employees.

**Other Supplementary Information**

This section includes combining financial statements for non-major governmental funds, such as capital projects, debt service, and special revenue funds, detailed budget to actual comparison for the General Fund, CRA, and certain special revenue funds.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Net position may serve as a useful indicator over time of the City's financial position. Assets and deferred outflow of resources exceeded liabilities and deferred inflow of resources (net position) by \$153.891 million as of September 30, 2016, an increase of \$41.336 million or 26.86% over last fiscal year. The following is a condensed version of the Statement of Net Position presented in the basic financial statements section.

<b>Condensed Statement of Net Position</b>						
	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total Primary Government</b>	
	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>
Current and other assets	\$86,756,214	\$93,035,177	\$119,006,828	\$60,402,920	\$205,763,042	\$153,438,097
Capital assets	98,544,946	90,310,019	67,087,155	55,946,671	165,632,101	146,256,690
Total assets	185,301,160	183,345,196	186,093,983	116,349,591	371,395,143	299,694,787
Deferred outflows of resources	0	9,400,492	2,618,747	10,515,187	2,618,747	19,915,679
Current and other liabilities	31,769,129	56,304,871	19,360,358	19,342,174	51,129,487	75,647,045
Long-term debt outstanding	101,685,535	104,838,620	81,716,891	25,248,366	183,402,426	130,086,986
Total liabilities	133,454,664	161,143,491	101,077,249	44,590,540	234,531,913	205,734,031
Deferred inflows of resources	2,056,174	1,412,923	94,762	(90,842)	2,150,936	1,322,081
Net position						
Invested in capital assets	14,248,672	39,920,794	34,720,313	41,467,081	48,968,985	81,387,875
Restricted	38,640,859	37,023,863	52,472,305	12,762,727	91,113,164	49,786,590
Unrestricted	13,460,543	(46,755,383)	348,101	28,135,272	13,808,644	(18,620,111)
<b>Total net position</b>	<b>\$66,350,074</b>	<b>\$30,189,274</b>	<b>\$87,540,719</b>	<b>\$82,365,080</b>	<b>\$153,890,793</b>	<b>\$112,554,354</b>

**Assets and liabilities** – In the governmental activities, total assets increased by \$1.956 million resulting mainly from an increase of \$8.235 million in capital assets, net of depreciation while current assets declined by \$6.279 million. Total liabilities and deferred inflow of resources increased by \$9.115 million or 4.73% with an increase in current and other liabilities of \$24.536 million and a reduction in long-term debt of \$3.153 million.

In the business-type activities, total assets increased by \$69.744 million or 59.94%, mainly from an increase in current and other assets resulting from the investment of bond proceeds and an increase of \$11.140 million in capital assets due to improvements in the utilities infrastructure. Total liabilities increased by \$56.487 million or 126.68% resulting from the issuance of bonds during FY 2016.

**Net Position** – Net position is the difference between the assets and deferred outflow of resources exceed liabilities and deferred inflow of resources. Total net position increased by \$41.336 million or 36.73%. Capital assets less any related debt used to acquire capital assets represents \$48.969 million or 31.82% of total net position. Restricted net position represents \$91.113 million or 59.21% of total net position. These are

**CITY OF RIVIERA BEACH, FLORIDA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)**  
**SEPTEMBER 30, 2016**

resources that are subject to external restrictions that stipulate how these resources may be used. The remaining balance of net position is unrestricted which is \$13.891 million or 8.97% of total net assets which may be used for obligations to its citizens and creditors.

As of September 30, 2016, the City has reported positive balances in all three components of net assets: (1) invested in capital assets, net of related debt, (2) restricted, and (3) unrestricted for both governmental and business-type activities and as a whole for total government.

The *Statement of Activities* as presented below shows changes in the City's net position for fiscal years ended September 30, 2016 and 2015. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

	Changes in Net Position					
	Governmental Activities		Business-type Activities		Total Primary Government	
	2016	2015	2016	2015	2016	2015
Program revenues						
Charges for services	\$9,050,311	\$9,622,826	\$31,022,305	\$28,125,310	\$40,072,616	\$37,748,136
Grants and contributions	5,025,201	2,200,653	589,745	784,347	5,614,946	2,985,000
Total program revenues	14,075,512	11,823,479	31,612,050	28,909,657	45,687,562	40,733,136
General revenues						
Property taxes	44,624,615	35,750,075	-	-	44,624,615	35,750,075
Licenses and permits	4,590,329	4,924,658	-	-	4,590,329	4,924,658
Utility taxes	4,633,809	4,275,034	-	-	4,633,809	4,275,034
Franchise fees	2,586,398	2,679,740	-	-	2,586,398	2,679,740
Intergovernment	5,568,857	5,315,152	-	-	5,568,857	5,315,152
Investment earnings	205,147	(50,986)	483,568	1,409,192	688,715	1,358,206
Net pension asset	19,268,841	(5,995,735)	-	-	19,268,841	(5,995,735)
Miscellaneous	3,783,692	3,436,450	-	22,759	3,783,692	3,459,209
Transfers in (out)	499,031	-	(499,031)	-	-	-
Total general revenues	85,760,719	50,334,388	(15,463)	1,431,951	85,745,256	51,766,339
Total revenues	99,836,231	62,157,867	31,596,587	30,341,608	131,432,818	92,499,475
Expenses						
Governmental activities						
General government	22,738,925	21,058,870	-	-	22,738,925	21,058,870
Public safety	28,415,825	30,099,943	-	-	28,415,825	30,099,943
Transportation	1,355,625	1,404,272	-	-	1,355,625	1,404,272
Human services	853,234	750,939	-	-	853,234	750,939
Culture and recreation	4,348,511	4,392,302	-	-	4,348,511	4,392,302
Physical & economic environment	1,978,163	8,251,450	-	-	1,978,163	8,251,450
Interest on long term debt	3,985,148	-	1,120,455	506,714	5,105,603	506,714
Payment to pension plans	-	56,090,063	-	-	-	56,090,063
Business-type activities						
Water and sewer	-	-	16,380,403	8,022,053	16,380,403	8,022,053
Marina	-	-	2,650,519	1,304,439	2,650,519	1,304,439
Stormwater and refuse	-	-	5,855,255	4,444,093	5,855,255	4,444,093
Community Development Entity	-	-	235,868	-	235,868	-
Total expenses	63,675,431	122,047,839	26,242,500	14,277,299	89,917,931	136,325,138
Change in net position	36,160,800	(59,889,972)	5,354,087	16,064,309	41,514,887	(43,825,663)
Net position, beginning, as restated	30,189,274	90,079,246	82,186,632	66,122,323	112,375,906	156,201,569
Net position, ending, as restated	\$66,350,074	\$30,189,274	\$87,540,719	\$82,186,632	\$153,890,793	\$112,375,906

**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

**Governmental Activities**

- Total revenues increased by \$37.678 million or 37.74% due primarily to the increase in property tax revenues resulting from the expansion of the FP&L power station and an adjustment for net pension plan asset resulting from payments made to the pension plans to reduce the unfunded actuarial liability. Program revenues declined by \$2.25 million or 19.05%.
- Total expenses decreased by \$58.372 or 91.67% due primarily to the City making a one-time payment of \$56.090M in FY 2015 to fund the unfunded actuarial accrued liability of the City's three pension plans and overall reduction in expenses particularly in public safety.

**Business-type Activities**

- Total revenues increased marginally by \$1.255 million or 4.14, due mainly to an increase in water and sewer rates.
- Total expenses increased by \$11.965 million or 83.81% due to the water and wastewater operational costs.

**FINANCIAL ANALYSIS OF THE FUND FINANCIAL STATEMENTS**

**Governmental Funds**

The fund financial statements for governmental funds provide information on the near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned and assigned fund balances are a useful measure of the City's net resources available for spending at the end of the fiscal year.

The General Fund is the City's primary operating fund used to account for financial resources and expenditures for general operations, except those required to be accounted for in another fund. The major revenue sources are property taxes, public service (utility) taxes, franchise fees, and sales tax. Expenditures are for general administration, public safety, road and street maintenance, planning and development, parks and recreation, library, and other services.

General Fund's total revenues increased by \$10.542 million and total expenditures decreased by \$0.431 million.

**THIS SPACE INTENTIONALLY LEFT BLANK.**

**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

The following provides a comparative analysis of General Fund revenues for FY 2015/2016 with FY 2014/2015:

Revenues	2016		2015		Increase /	Increase /
	Amount	% of Total	Amount	% of Total	(Decrease) \$	(Decrease) %
Taxes	\$45,089,742	67.83 %	\$36,497,116	65.25 %	\$8,592,626	23.54 %
Licenses and permits	4,252,502	6.40	4,796,158	8.58	(543,656)	(11.34)
Intergovernmental	4,235,815	6.37	4,030,264	7.21	205,551	5.10
Charges for services	9,050,311	13.62	7,481,921	13.38	1,568,390	20.96
Fines and forfeitures	542,393	0.82	600,609	1.07	(58,216)	(9.69)
Investment earnings	108,288	0.16	178,301	0.32	(70,013)	(39.27)
Grants and contributions	2,544,351	3.83	1,340,905	2.40	1,203,446	89.75
Miscellaneous	649,102	0.98	1,004,838	1.80	(355,736)	(35.40)
<b>Total revenues</b>	<b>\$66,472,504</b>	<b>100.00 %</b>	<b>\$55,930,112</b>	<b>100.00 %</b>	<b>\$10,542,392</b>	<b>18.85 %</b>

As of September 30, 2016, the unassigned fund balance of the general fund was \$22.284 million, which is 41.14% to total general fund expenditures.

Total governmental funds reported revenues of \$4.238 million below expenditures after transfers for fiscal year ended September 30, 2016. Expenditures were slightly higher due to an increase in capital improvement projects and the high operational costs for the CRA operations.

#### **Business-Type Funds**

The fund financial statements for proprietary funds are presented in more detail, but essentially provide the same type of information found the business-type activities column in the government-wide financial statements. Net position increased by \$5.354 million or 6.28% for FY 2016, as compared with a \$16.064 million increase in FY 2015.

#### **GENERAL FUND BUDGETARY ANALYSIS**

For FY 2016, there were no amendments from the original budget to the final budget. Actual revenues exceeded the final budget by \$1.843 million and actual expenditures were \$1.188 million below budget.

A detailed comparative analysis is provided in the *Required Supplementary Information* section which shows the variances between the final amended budget and actual revenues and expenditures of the General Fund.

#### **CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital assets** - Investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities amounts to \$165.169 million, an increase of \$15.743 million or 10.54% over September 30, 2015. Major capital assets placed in service during this year include, street improvements, park improvements, machinery and equipment acquisitions for police and fire, water and sewer improvements and infrastructure, and stormwater (canal) improvements and infrastructure. Additional information on capital assets is included in the *Notes to the Financial Statements* section.

**CITY OF RIVIERA BEACH, FLORIDA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)**  
**SEPTEMBER 30, 2016**

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total Primary Government</b>	
	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>
Land	\$8,636,211	\$9,018,711	\$1,687,192	\$1,687,202	\$10,323,403	\$10,705,913
Construction in progress (CIP)	28,660,399	24,017,785	9,951,031	6,228,182	\$38,611,430	30,245,967
Capital assets, not being depreciated	37,296,610	33,036,496	11,638,223	7,915,384	48,934,833	40,951,880
Infrastructure	56,485,192	52,007,944	-	-	56,485,192	52,007,944
Buildings and Improvements	41,438,439	38,974,391	26,228,613	18,181,055	67,667,052	57,155,446
Waterside improvements	-	-	16,581,514	16,581,514	16,581,514	16,581,514
Furniture, fixture, and equipment	22,135,145	21,952,041	5,525,452	6,112,851	27,660,597	28,064,892
Utility plant and systems	-	-	59,281,174	57,109,628	59,281,174	57,109,628
Capital assets, being depreciated	120,058,776	112,934,376	107,616,753	97,985,048	227,675,529	210,919,424
Accumulated depreciation	(58,810,440)	(55,660,853)	(52,630,995)	(49,953,761)	(111,441,435)	(105,614,614)
<b>Total capital assets</b>	<b>\$98,544,946</b>	<b>\$90,310,019</b>	<b>\$66,623,981</b>	<b>\$55,946,671</b>	<b>\$165,168,927</b>	<b>\$146,256,690</b>

**Outstanding debt** - As of September 30, 2016, the City had \$192.201 million in outstanding notes and bonds. The Charter provides limitation on bonded indebtedness equal to 25% of the assessed valuation of the taxable property within the City's limits. During FY 2016, the City issued \$43.205 million of Water and Sewer and Stormwater revenue bonds.

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total Primary Government</b>	
	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>	<b>2016</b>	<b>2015</b>
Bond and notes payables	\$102,664,279	\$106,713,279	\$75,471,296	\$25,370,753	\$178,135,575	\$132,084,032
Capital lease obligation	3,641,240	3,195,672	-	-	3,641,240	3,195,672
Net OPEB obligation	4,296,652	3,753,470	567,482	630,664	4,864,134	4,384,134
Net pension obligation	1,343,218	24,725,949	(1,176,382)	6,828,088	166,836	31,554,037
Compensated absences	4,376,786	3,237,158	357,751	370,955	4,734,537	3,608,113
Utility purchase obligation	-	-	658,480	740,738	658,480	740,738
<b>Total outstanding debt</b>	<b>\$116,322,175</b>	<b>\$141,625,528</b>	<b>\$75,878,627</b>	<b>\$33,941,198</b>	<b>\$192,200,802</b>	<b>\$175,566,726</b>

In March 2017, Fitch Ratings upgraded both the City's Issuer Default Rating from A+ to AA and non-ad valorem backed revenue bonds from A to AA-. The City does not have any general obligation debt, which requires a pledge to levy a property tax to meet debt service requirements and can only be issued with voter approval. The City may issue revenue supported bonds without voter approval. Additional information on long-term liabilities is included in the *Notes to the Financial Statements* section.

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

The City primarily relies on property taxes and other taxes levied by the state, charges for services, and fees to support governmental activities. There is limited amount of state-shared revenues and grants from local, state, and federal governments. For business-type and certain governmental activities, the user pays a fee or charge for the service.

The City will continue to focus on efficiency while minimizing costs. General Fund's budget for FY 2017 was balanced without the use of General Fund Reserves and a millage rate of 8.4520, with a rolled back rate of 7.7929. Taxable values total \$4.9 billion, an increase of 8.6% over last year's taxable value.

## **Governmental Activities**

The General Fund's budget for FY 2017 totals \$71.197 million, an increase of \$4.455 million or 6.67% over the FY 2016 budget. Property tax revenue comprises 57% of general fund totaling \$40.177M an increase of \$2.67M or 7.12% over FY 2016. As a result of the increase in property values, funding will be available for much needed capital projects and direct assistance to the CRA to fund specific programs and costs. The City's other significant revenue sources are generated from sales taxes, public service taxes, franchise fees, and investment income which are also projected to increase by \$3.262 million or 6.88% during FY 2017.

**CITY OF RIVIERA BEACH, FLORIDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
SEPTEMBER 30, 2016**

**Business-type Activities**

USD has budgeted revenues of \$27.571 million, which is a reduction of 9% over the actual revenues generated during FY 2016.

Stormwater has budgeted revenues of \$3.711 million for FY 2017 which is an increase of \$0.469 million or 14.40% over actual revenues in FY 2016.

## **Basic Financial Statements**

---

**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2016**

	Primary Government		Total
	Governmental Activities	Business-Type Activities	Primary Government
<b>Assets</b>			
Current assets			
Cash and cash equivalents	\$34,894,329	\$44,514,102	\$79,408,431
Investments	-	-	-
Receivables, net	3,585,025	5,005,200	8,590,225
Due from other funds	15,894,812	-	15,894,812
Prepaid assets and other items	355,134	48	355,182
Inventory	506,827	36,898	543,725
Cash and cash equivalents - restricted	21,225,466	20,978,038	42,203,504
Investments - restricted	100,000	30,308,474	30,408,474
Total current assets	<u>76,561,593</u>	<u>100,842,760</u>	<u>177,404,353</u>
Non-current assets			
Advance to CRA	10,194,621	-	10,194,621
Investment in ECR	-	12,169,707	12,169,707
Loans receivable	-	4,761,400	4,761,400
Cash and cash equivalents - restricted	-	56,579	56,579
Net pension plan asset	-	1,176,382	1,176,382
Capital assets:			
Non-depreciable	37,296,610	11,638,224	48,934,834
Depreciable (net)	61,248,336	55,448,931	116,697,267
Total non-current assets	<u>108,739,567</u>	<u>85,251,223</u>	<u>193,990,790</u>
Total assets	<u>185,301,160</u>	<u>186,093,983</u>	<u>371,395,143</u>
<b>Deferred outflows of resources</b>			
Deferred outflows for pension	16,559,752	1,483,111	18,042,863
Deferred charge on refunding	-	1,135,636	1,135,636
Total deferred outflows	<u>16,559,752</u>	<u>2,618,747</u>	<u>19,178,499</u>
<b>Liabilities</b>			
Due within one year:			
Accounts payable	1,906,825	791,309	2,698,134
Accrued liabilities	2,129,071	151,486	2,280,557
Due to other funds	11,736,042	6,260,664	17,996,706
Due to other governments	656,145	138,582	794,727
Deposits and other liabilities	704,467	2,949,208	3,653,675
Compensated absences	248,775	29,738	278,513
Bonds and notes payable	3,327,203	1,213,875	4,541,078
Capital leases	1,292,722	-	1,292,722
Total current liabilities	<u>22,001,250</u>	<u>11,534,862</u>	<u>33,536,112</u>
Due in more than one year:			
Recoverable grant	-	6,930,000	6,930,000
Compensated absences	4,128,010	328,013	4,456,023
Net pension liability	1,343,217	-	1,343,217
Net OPEB obligation	4,296,652	567,483	4,864,135
Bonds and notes payable	99,337,017	81,716,891	181,053,908
Capital leases	2,348,518	-	2,348,518
Total non-current liabilities	<u>111,453,414</u>	<u>89,542,387</u>	<u>200,995,801</u>
Total Liabilities	<u>133,454,664</u>	<u>101,077,249</u>	<u>234,531,913</u>
<b>Deferred inflows of resources</b>			
Deferred inflows	1,212,543	-	1,212,543
Deferred inflows for pension	843,631	94,762	938,393
Total deferred inflows	<u>2,056,174</u>	<u>94,762</u>	<u>2,150,936</u>
<b>Net Position</b>			
Net investment in capital assets	14,248,672	34,720,313	48,968,985
Restricted for:			
Debt service	-	1,858,145	1,858,145
Community redevelopment	2,331,811	-	2,331,811
Capital projects	26,114,427	50,614,160	76,728,587
Advances	10,194,621	-	10,194,621
Unrestricted	13,460,543	348,101	13,808,644
Total net position	<u>\$66,350,074</u>	<u>\$87,540,719</u>	<u>\$153,890,793</u>

The notes to the financial statements are an integral part of this statement.



**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF ACTIVITIES**  
**SEPTEMBER 30, 2016**

Functions/Programs	Program Revenues				Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and	Capital Grants and	Primary Government		
					Governmental Activities	Business-type Activities	Total
Primary Government:							
General government	\$22,738,925	\$9,050,311	\$525,203	\$27,825	(\$13,135,586)	\$-	(\$13,135,586)
Public safety	28,415,825	-	728,622	161,026	(27,526,177)	-	(27,526,177)
Transportation	1,355,625	-	123,899	211,506	(1,020,220)	-	(1,020,220)
Human services	853,234	-	120,349	-	(732,885)	-	(732,885)
Culture and recreation	4,348,511	-	153,928	-	(4,194,583)	-	(4,194,583)
Economic and physical environment	1,978,163	-	2,972,843	-	994,680	-	994,680
Interest on long term debt	3,985,148	-	-	-	(3,985,148)	-	(3,985,148)
Total governmental activities	63,675,431	9,050,311	4,624,844	400,357	(49,599,919)	-	(49,599,919)
Business-type Activities:							
Water and sewer	16,380,403	22,547,279	126,422	-	-	6,293,298	6,293,298
Marina	2,650,519	1,265,758	200,000	21,075	-	(1,163,686)	(1,163,686)
Community Development Entity	235,868	149,685	242,248	-	-	156,065	156,065
Refuse	4,058,238	3,830,377	-	-	-	(227,861)	(227,861)
Stormwater	1,797,017	3,229,206	-	-	-	1,432,189	1,432,189
Interest and debt service costs	1,120,455	-	-	-	-	(1,120,455)	(1,120,455)
Total Business-type activities	26,242,500	31,022,305	568,670	21,075	-	5,369,550	5,369,550
Total Primary Government	89,917,931	40,072,616	5,193,514	421,432	(49,599,919)	5,369,550	(44,230,369)
General revenues:							
Property taxes					44,624,615	-	44,624,615
Utility taxes					4,633,809	-	4,633,809
Licenses and permits					4,590,329	-	4,590,329
Franchise fees					2,586,398	-	2,586,398
Communications service tax					991,089	-	991,089
Intergovernmental					4,577,768	-	4,577,768
Investment earnings					205,147	483,568	688,715
Net pension plan asset					19,268,841	-	19,268,841
Miscellaneous					3,783,692	-	3,783,692
Transfers in (out)					499,031	(499,031)	-
Total general revenues					85,760,719	(15,463)	85,745,256
Change in net position					36,160,800	5,354,087	41,514,887
Net position - beginning					30,189,274	82,186,632	112,375,906
Net position - ending					\$66,350,074	\$87,540,719	\$153,890,793

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2016**

	<b>Major Funds</b>				
	<b>General</b>	<b>CRA</b>	<b>Capital Bond Fund</b>	<b>Non-Major Funds</b>	<b>Total</b>
<b>ASSETS</b>					
Cash and cash equivalents	\$15,741,965	\$5,462,513	\$2,277,473	\$11,412,378	\$34,894,329
Cash and cash equivalents - restricted	6,500	2,331,811	18,887,155	-	21,225,466
Investments - restricted	-	100,000	-	-	100,000
Receivables, net	2,666,809	184,169	1,289	732,758	3,585,025
Due from other funds	7,802,085	8,092,727	-	-	15,894,812
Deposits held in escrow	-	365,027	-	-	365,027
Inventory	368,759	-	-	128,175	496,934
Total assets	<u>26,586,118</u>	<u>16,536,247</u>	<u>21,165,917</u>	<u>12,273,311</u>	<u>76,561,593</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>					
<b>LIABILITIES</b>					
Accounts payable	905,815	659,589	216,200	125,221	1,906,825
Accrued liabilities	1,261,575	849,373	-	18,123	2,129,071
Due to other funds	23,094	10,766,206	-	946,742	11,736,042
Due to CRA	541,877	-	114,268	-	656,145
Other liabilities	169,786	184,681	-	350,000	704,467
Total liabilities	<u>2,902,147</u>	<u>12,459,849</u>	<u>330,468</u>	<u>1,440,086</u>	<u>17,132,550</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred inflows	1,030,858	115,508	-	66,177	1,212,543
Total deferred inflows of resources	<u>1,030,858</u>	<u>115,508</u>	<u>-</u>	<u>66,177</u>	<u>1,212,543</u>
<b>Fund balances:</b>					
Nonspendable	368,759	-	-	-	368,759
Restricted	-	-	20,835,449	6,736,730	27,572,179
Committed	-	-	-	4,030,318	4,030,318
Unassigned	22,284,354	3,960,890	-	-	26,245,244
Total fund balances	<u>22,653,113</u>	<u>3,960,890</u>	<u>20,835,449</u>	<u>10,767,048</u>	<u>58,216,500</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$26,586,118</u>	<u>\$16,536,247</u>	<u>\$21,165,917</u>	<u>\$12,273,311</u>	<u>\$76,561,593</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2016**

Ending fund balance - governmental funds	\$58,216,500
--	--------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.

Capital assets	157,355,386	
Less accumulated depreciation	(58,810,440)	
Net capital assets		98,544,946

Other long-term assets not due in the current period to pay for current period expenditures and, therefore, not available in the governmental funds.

Related party receivable	571,585
--------------------------	---------

Other long term assets are not available to pay current period expenditures and, therefore, are deferred in the funds

3,360,091

Long term liabilities, including bonds and notes payable, are not due and payable in the current period and, therefore, are not reported in the governmental funds.

Accrued interest payable on long-term, debt	(1,812,900)	
Bonds and notes payable	(96,988,499)	
Compensated absences	(4,128,010)	
Net pension liability	(1,343,217)	
Net OPEB obligation	(4,296,652)	
Net long-term liabilities		(108,569,278)

Internal service fund is used by management to charge the costs for the insurance program to individual funds.

Net position - Internal Service Fund	14,226,230
--------------------------------------	------------

Net position of governmental activities	\$66,350,074
---	--------------

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**SEPTEMBER 30, 2016**

	Major Funds				
	General	CRA	Capital Bond Fund	Non-Major Funds	Total
<b>REVENUES</b>					
Taxes	\$45,089,743	\$7,117,647	\$-	\$243,659	\$52,451,049
Licenses and permits	4,252,502	-	-	337,827	4,590,329
Intergovernmental	4,235,815	-	-	341,953	4,577,768
Charges for services	9,050,311	-	-	-	9,050,311
Fines and forfeitures	542,393	-	-	29,351	571,744
Restricted investment earnings	-	14,519	-	-	14,519
Investment earnings	108,288	-	36,607	45,733	190,628
Miscellaneous	2,544,351	656,420	-	11,177	3,211,948
Grants and contributions	649,102	3,082,843	-	1,293,256	5,025,201
Total revenues	66,472,505	10,871,429	36,607	2,302,956	79,683,497
<b>EXPENDITURES</b>					
Current:					
General government	20,203,528	2,525,602	2,093	7,702	22,738,925
Public safety	27,496,238	-	-	919,587	28,415,825
Transportation	1,341,075	-	14,550	-	1,355,625
Human services	235,698	-	-	617,536	853,234
Culture and recreation	4,298,070	-	-	50,441	4,348,511
Economic environment	10,646	-	-	20,000	30,646
Redevelopment Program	-	1,947,517	-	-	1,947,517
Capital outlay	537,646	5,907,627	6,717,690	1,759,526	14,922,489
Debt service:					
Principal	-	3,115,399	-	2,706,827	5,822,226
Interest and debt service costs	50,520	1,693,544	391	2,240,693	3,985,148
Total expenditures	54,173,421	15,189,689	6,734,724	8,322,312	84,420,146
Excess / (deficiency) revenues over expenditures	12,299,084	(4,318,260)	(6,698,117)	(6,019,356)	(4,736,649)
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	499,031	-	3,917,082	5,700,553	10,116,666
Transfers out	(9,617,635)	-	-	-	(9,617,635)
Total other financing sources (uses)	(9,118,604)	-	3,917,082	5,700,553	499,031
Net change in fund balances	3,180,480	(4,318,260)	(2,781,035)	(318,803)	(4,237,618)
Fund balances – beginning (restated)	19,472,633	8,279,150	23,616,484	11,085,851	62,454,118
Fund balances - ending	\$22,653,113	\$3,960,890	\$20,835,449	\$10,767,048	\$58,216,500

The notes to the financial statements are an integral part of this statement

**CITY OF RIVIERA BEACH, FLORIDA**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES OF THE GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**SEPTEMBER 30, 2016**

Amount reported or governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds (\$4,237,618)

Governmental funds report capital outlays as expenditures, however, in the statement of activities, the costs of those assets are depreciated over their estimated useful lives and reported as depreciation expense.

Expenditures for capital assets	23,702,332	
Less current year depreciation	<u>(5,484,804)</u>	18,217,528

The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. These amounts are the net effect of these differences in the treatment of long-term debt and related items.

Principal payments on bonds and notes	5,822,226	
Accrued interest on long-term debt	<u>(1,812,900)</u>	4,009,326

Internal service funds are shown as a proprietary fund for governmental fund presentations, while they are included in the statement of activities as a governmental activity

Change in net position for Internal Service Fund		(47,438)
--	--	----------

Some amounts reported as expenditures in governmental funds are for long term advances paid during the fiscal year end and consume current financial resources of government funds without any current repayment terms. These amounts increase the statement of net position.

Related party construction advances		2,641,862
-------------------------------------	--	-----------

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds

OPEB	543,182	
Compensated absences	(1,133,628)	
Pension contributions	<u>16,167,586</u>	15,577,140

Change in net position of governmental activities		<u><u>\$36,160,800</u></u>
---	--	----------------------------

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2016**

	Business-type Activities - Enterprise Funds						Governmental Activities
	Utility Special District	Refuse Collection	Marina	Stormwater	RB CDE	Total Enterprise Funds	Internal Service Fund
<b>ASSETS</b>							
Current assets:							
Cash and cash equivalents	\$41,183,751	\$1,431,654	\$275,441	\$1,575,652	\$47,604	\$44,514,102	\$6,143,161
Receivables, net							
Accounts	2,456,613	189,615	801,997	664,394	166,985	4,279,604	1,150,240
Unbilled accounts	602,238	49,020	-	74,338	-	725,596	-
Inventory	36,898	-	-	-	-	36,898	-
Prepaid	-	-	-	-	48	48	-
Cash and cash equivalents - restricted	20,297,359	-	-	-	680,679	20,978,038	-
Investments - restricted	20,000,440	-	-	10,308,034	-	30,308,474	-
Total current assets	<u>84,577,299</u>	<u>1,670,289</u>	<u>1,077,438</u>	<u>12,622,418</u>	<u>895,316</u>	<u>100,842,760</u>	<u>7,293,401</u>
Non-current assets:							
Advance to CRA	-	-	-	-	-	-	10,194,621
Loans receivable	-	-	-	-	4,761,400	4,761,400	-
Cash and cash equivalents - restricted	-	-	-	-	56,579	56,579	-
Investment in ECR	12,169,707	-	-	-	-	12,169,707	-
Capital assets:							
Non-depreciable	7,828,296	-	831,630	2,978,298	-	11,638,224	-
Depreciable (net)	27,653,360	907,500	15,345,333	3,252,355	8,290,383	55,448,931	-
Total non-current assets	<u>47,651,363</u>	<u>907,500</u>	<u>16,176,963</u>	<u>6,230,653</u>	<u>13,108,362</u>	<u>84,074,841</u>	<u>10,194,621</u>
Total assets	<u>132,228,662</u>	<u>2,577,789</u>	<u>17,254,401</u>	<u>18,853,071</u>	<u>14,003,678</u>	<u>184,917,601</u>	<u>17,488,022</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>							
Deferred outflow s-pension activity	1,234,503	-	91,227	157,381	-	1,483,111	-
Deferred charge on refunding	1,049,188	-	-	86,448	-	1,135,636	-
Total deferred outflow s of resources	<u>2,283,691</u>	<u>-</u>	<u>91,227</u>	<u>243,829</u>	<u>-</u>	<u>2,618,747</u>	<u>-</u>
<b>LIABILITIES</b>							
Current liabilities:							
Accounts payable	397,893	66,774	78,733	24,405	223,504	791,309	-
Accrued liabilities	96,249	-	22,952	15,121	17,164	151,486	2,261,792
Due to other funds	-	-	6,260,664	-	-	6,260,664	-
Due to CRA	138,582	-	-	-	-	138,582	-
Deposits and other liabilities	2,368,384	508,636	72,052	136	-	2,949,208	1,000,000
Compensated absences	25,270	-	-	4,468	-	29,738	-
Bonds and notes payable	915,060	-	-	298,815	-	1,213,875	-
Total current liabilities	<u>3,941,438</u>	<u>575,410</u>	<u>6,434,401</u>	<u>342,945</u>	<u>240,668</u>	<u>11,534,862</u>	<u>3,261,792</u>
Non-current liabilities:							
Recoverable grant	-	-	-	-	6,930,000	6,930,000	-
Net OPEB obligation	486,414	-	-	81,069	-	567,483	-
Net pension liability	(979,190)	-	(72,360)	(124,832)	-	(1,176,382)	-
Compensated absences	290,642	-	-	37,371	-	328,013	-
Bonds and notes payable	64,728,118	-	-	10,187,783	6,800,990	81,716,891	-
Total non-current liabilities	<u>64,525,984</u>	<u>-</u>	<u>(72,360)</u>	<u>10,181,391</u>	<u>13,730,990</u>	<u>88,366,005</u>	<u>-</u>
Total liabilities	<u>68,467,422</u>	<u>575,410</u>	<u>6,362,041</u>	<u>10,524,336</u>	<u>13,971,658</u>	<u>99,900,867</u>	<u>3,261,792</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred inflow s of resources	78,877	-	5,829	10,056	-	94,762	-
Total deferred inflow s of resources	<u>78,877</u>	<u>-</u>	<u>5,829</u>	<u>10,056</u>	<u>-</u>	<u>94,762</u>	<u>-</u>
<b>NET POSITION</b>							
Net investment in capital assets	11,583,761	907,500	16,176,963	6,052,089	-	34,720,313	-
Restricted for:							
Debt service	1,858,145	-	-	-	-	1,858,145	-
Capital projects	40,297,799	-	-	10,308,034	23,693	50,629,526	-
Advances	-	-	-	-	-	-	10,194,621
Unrestricted	12,226,349	1,094,879	(5,199,205)	(7,797,615)	8,327	332,735	4,031,609
<b>TOTAL NET POSITION</b>	<u><b>\$65,966,054</b></u>	<u><b>\$2,002,379</b></u>	<u><b>\$10,977,758</b></u>	<u><b>\$8,562,508</b></u>	<u><b>\$32,020</b></u>	<u><b>\$87,540,719</b></u>	<u><b>\$14,226,230</b></u>

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2016**

	Business-type Activities - Enterprise Funds						Governmental Activities
	Utility Special District	Refuse Collection	Marina	Stormwater	RB CDE	Total Enterprise Funds	Internal Service Fund
OPERATING REVENUES							
Charges for services	\$22,547,279	\$3,830,377	\$1,265,758	\$3,229,206	\$149,685	\$31,022,305	\$-
Grants and contributions	-	-	200,000	-	242,248	442,248	3,993,903
Miscellaneous	126,422	-	21,075	-	-	147,497	199,630
Total operating revenues	22,673,701	3,830,377	1,486,833	3,229,206	391,933	31,612,050	4,193,533
OPERATING EXPENSES							
Personnel services	4,729,311	-	656,118	821,623	-	6,207,052	827,671
Contractual services and operations	8,464,939	4,003,238	967,589	618,307	122,736	14,176,809	2,984,797
Supplies, materials and maintenance	521,076	-	60,175	41,238	1,375	623,864	19,599
Utilities	566,815	-	134,732	-	-	701,547	-
Rent and leases	2,094	-	706	4,317	-	7,117	-
Depreciation of capital assets	2,096,168	55,000	831,199	311,532	111,757	3,405,656	-
Total operating expenses	16,380,403	4,058,238	2,650,519	1,797,017	235,868	25,122,045	3,832,067
Operating income / (loss)	6,293,298	(227,861)	(1,163,686)	1,432,189	156,065	6,490,005	361,466
NON-OPERATING REVENUES / (EXPENSES)							
Settlement payments	-	-	-	-	-	-	(458,346)
Investment earnings / (losses)	360,592	12,340	-	42,516	68,121	483,569	49,442
Interest and debt service expenses	(998,188)	-	-	(108,550)	(13,717)	(1,120,455)	-
Total non-operating revenues / (expenses)	(637,596)	12,340	-	(66,034)	54,404	(636,886)	(408,904)
Income / (loss) before transfers	5,655,702	(215,521)	(1,163,686)	1,366,155	210,469	5,853,119	(47,438)
Transfers in / (out)	(445,575)	-	-	(53,457)	-	(499,032)	-
Change in net position	5,210,127	(215,521)	(1,163,686)	1,312,698	210,469	5,354,087	(47,438)
Net position - beginning (restated)	60,755,927	2,217,900	12,141,444	7,249,810	(178,449)	82,186,632	14,273,668
Net position - ending	\$65,966,054	\$2,002,379	\$10,977,758	\$8,562,508	\$32,020	\$87,540,719	\$14,226,230

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	Business-type Activities - Enterprise Funds					Governmental Activities	
	Utility Special District	Refuse	Marina	Stormwater	RB CDE	Total Enterprise Funds	Internal Service Fund
<b>Cash Flows from Operating Activities</b>							
Receipts	\$22,833,311	\$4,028,275	\$3,161,625	\$3,229,206	\$391,923	\$33,644,340	\$4,373,521
Intergovernmental grants	-	-	200,000	-	-	200,000	-
Investment income	360,592	12,340	-	42,516	68,121	483,569	49,442
Cash paid to suppliers	(9,418,408)	(4,009,274)	(2,139,139)	(529,843)	(312,643)	(16,409,307)	(4,500,151)
Cash paid to employees	(4,729,311)	-	(656,118)	(821,623)	-	(6,207,052)	-
<b>Net cash provided by (used in) operating activities</b>	<b>9,046,184</b>	<b>31,341</b>	<b>566,368</b>	<b>1,920,256</b>	<b>147,401</b>	<b>11,711,550</b>	<b>(77,188)</b>
<b>Cash Flows from Capital and Financing Activities</b>							
Proceeds from bonds and advances	40,297,359	-	-	10,000,000	(4,016)	50,293,343	-
Additions to capital assets	(4,084,567)	-	(292,930)	(1,766,512)	(6,338,523)	(12,482,532)	-
Principal paid on debt	(863,124)	-	-	-	-	(863,124)	-
Interest paid on debt	(998,188)	-	-	(108,550)	-	(1,106,738)	-
Change in restricted cash	-	-	-	-	5,836,655	5,836,655	-
<b>Net cash provided by (used in) capital and financing activities</b>	<b>34,351,480</b>	<b>-</b>	<b>(292,930)</b>	<b>8,124,938</b>	<b>(505,884)</b>	<b>41,677,604</b>	<b>-</b>
Net increase (decrease) in cash, cash equivalents, and pooled investments	43,397,664	31,341	273,438	10,045,194	(358,483)	53,389,154	(77,188)
Cash, cash equivalents, and pooled investments - beginning	38,083,886	1,400,313	2,003	1,838,492	406,087	41,730,781	6,220,349
<b>Cash, cash equivalents, and pooled investments - ending</b>	<b>81,481,550</b>	<b>1,431,654</b>	<b>275,441</b>	<b>11,883,686</b>	<b>47,604</b>	<b>95,119,935</b>	<b>6,143,161</b>
<b>Reconciliation of Operating Income to Net Cash Provided by (used in) Operating Activities</b>							
<b>Change in net position</b>	<b>5,210,127</b>	<b>(215,521)</b>	<b>(1,163,686)</b>	<b>1,312,698</b>	<b>210,469</b>	<b>5,354,087</b>	<b>(47,438)</b>
Adjustments not affecting cash:							
Depreciation expense	2,096,168	55,000	831,199	311,532	111,757	3,405,656	-
Amortization expense	-	-	-	-	13,717	13,717	-
(Increase) / Decrease in Assets							
and Increase / (Decrease) in Liabilities:							
Investment in ECR	(816,053)	-	-	-	-	(816,053)	-
Accounts receivable	(281,008)	160,477	1,815,842	(391,502)	(148,300)	1,155,509	179,988
Unbilled accounts	217,033	32,498	-	(17,252)	-	232,279	-
Inventory	116,306	-	24,237	-	-	140,543	-
Deferred outflows	8,117,713	-	937,841	1,349,185	-	10,404,739	-
Accounts payable	131,387	(6,036)	(22,298)	(15,586)	(40,242)	47,225	(10,460)
Bonds and notes payable - current	51,936	-	-	298,815	-	350,751	-
Due to other funds	138,582	-	(1,124,833)	-	-	(986,251)	-
Deposits and other liabilities	223,585	4,923	58,950	(48)	-	287,410	1,000,000
Accrued liabilities	9,194	-	-	(470)	-	8,724	(1,199,278)
Deferred inflows	150,425	-	14,317	20,862	-	185,604	-
Pension liability	(6,357,110)	-	(710,332)	(937,029)	-	(8,004,471)	-
OPEB liability	8,330	-	(61,032)	(10,479)	-	(63,181)	-
Compensated absences	29,569	-	(33,837)	(470)	-	(4,738)	-
<b>Total adjustments</b>	<b>3,836,057</b>	<b>246,862</b>	<b>1,730,054</b>	<b>607,558</b>	<b>(63,068)</b>	<b>6,357,463</b>	<b>(29,750)</b>
<b>Net cash provided by (used in) operating activities</b>	<b>\$9,046,184</b>	<b>\$31,341</b>	<b>\$566,368</b>	<b>\$1,920,256</b>	<b>\$147,401</b>	<b>\$11,711,550</b>	<b>(\$77,188)</b>

The notes to the financial statements are an integral part of this statement.



**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2016**

	General Employees' Retirement System	Police Pension Fund	Firefighters' Pension Trust Fund	Total
<b>ASSETS</b>				
Cash and cash equivalents	\$4,100,716	\$3,209,702	\$ 3,550,780	\$10,861,198
Investments				
US Government securities	10,439,947	12,701,775	4,567,538	27,709,260
Corporate obligations	12,422,892	8,964,543	13,341,821	34,729,256
Equity securities	52,952,775	43,073,122	44,271,697	140,297,594
Real estate funds	-	3,349,966	12,014,015	15,363,981
Mutual funds	27,894,004	-	-	27,894,004
Total investments	107,810,334	71,299,108	77,745,851	256,855,293
Receivables				
Interest and dividends	194,281	118,263	55,641	368,185
Contributions - Employer and State	-	231,502	2,899	234,401
Unsettled trades	697,906	169,552	67,454	934,912
Total receivables	892,187	519,317	125,994	1,537,498
Other assets				
Prepaid expense	-	2,529	8,006	10,535
Total other assets	-	2,529	8,006	10,535
Total assets	108,702,521	71,820,954	77,879,851	258,403,326
<b>LIABILITIES</b>				
Accounts payable and accrued liabilities	133,509	184,945	32,258	350,712
DROP payable	-	301,169	-	301,169
Unsettled trades	-	158,409	379,507	537,916
Total liabilities	133,509	644,523	411,765	1,189,797
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred contributions	-	1,057,175	1,846,647	2,903,822
Total deferred inflows of resources	-	1,057,175	1,846,647	2,903,822
<b>NET POSITION</b>				
Held in Trust for Pension Benefits	<u>\$108,569,012</u>	<u>\$70,119,256</u>	<u>\$75,621,439</u>	<u>\$254,309,707</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF RIVIERA BEACH, FLORIDA**  
**STATEMENT OF CHANGES IN NET POSITION**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2016**

	General Employees' Retirement System	Police Pension Fund	Firefighters' Pension Trust Fund	Total
<b>ADDITIONS</b>				
Contributions				
Employer	\$3,681,009	\$966,436	\$1,413,133	\$6,060,578
Plan members	497,901	498,883	414,577	1,411,361
State	-	231,502	350,214	581,716
Total contributions	<u>4,178,910</u>	<u>1,696,821</u>	<u>2,177,924</u>	<u>8,053,655</u>
Investment income				
Interest and dividends	1,774,883	1,475,700	1,574,569	4,825,152
Realized gains	2,114,693	-	-	2,114,693
Net (depreciation) appreciation in fair value	8,651,321	4,366,117	4,493,109	17,510,547
Other Investment Income	64,325	8,795	-	73,120
Total net investment income	<u>12,605,222</u>	<u>5,850,612</u>	<u>6,067,678</u>	<u>24,523,512</u>
<b>DEDUCTIONS</b>				
Benefits payments	7,470,250	6,420,598	4,867,061	18,757,909
Administrative and other expenses	30,188	163,192	125,298	318,678
Investment expenses	727,074	399,336	325,560	1,451,970
Total deductions	<u>8,227,512</u>	<u>6,983,126</u>	<u>5,317,919</u>	<u>20,528,557</u>
Change in net position	8,556,620	564,307	2,927,683	12,048,610
Net position – beginning	100,012,392	69,554,949	72,693,756	242,261,097
<b>Net position - ending</b>	<b><u>\$108,569,012</u></b>	<b><u>\$70,119,256</u></b>	<b><u>\$75,621,439</u></b>	<b><u>\$254,309,707</u></b>

The notes to the financial statements are an integral part of this statement.

## **Notes to the Basic Financial Statements**

---

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

	<b><u>Page</u></b>
Note 1	23
Note 2	33
Note 3	35
Note 4	41
Note 5	42
Note 6	43
Note 7	44
Note 8	52
Note 9	54
Note 10	55
Note 11	56
Note 12	76
Note 13	78
Note 14	79
Note 15	80
Note 16	80
Note 17	81
Note 18	81

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accompanying basic financial statements of the City of Riviera Beach (City) are presented in conformity with generally accepted accounting principles (GAAP) for governments in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). These significant accounting policies are presented to assist the reader in interpreting the basic financial statements which are considered essential and should be read in conjunction with the basic financial statements. The accompanying basic financial statements present the combined financial position and results of operations of the various fund types and account groups and the cash flows of the proprietary fund types of the City and the City's component units. The following is a summary of the City's significant accounting policies and reporting practices.

**A. Reporting Entity**

The City is a municipal corporation created and governed by Chapter 63-1844, Laws of Florida, enacted by the Florida Legislature. The City was originally incorporated in 1923 and was reincorporated in 1973 pursuant to the Municipal Home Rule Powers Act, Florida Statutes, Chapter 166. The City operates under a mayor-council-manager form of government and provides a wide range of community services, including general government, public safety, planning, zoning, public works, storm water drainage, culture and recreation, marina, and water, wastewater and stormwater utilities. The Council is responsible for legislative and fiscal control of the City.

The GASB is the standard setting body for governmental accounting and financial reporting. The financial statements of the City have been prepared in accordance with GASB. Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and enterprise fund financial statements to the extent that those standards do not conflict with or contradict guidance of the GASB. The City has the option of following subsequent guidance for its enterprise funds, subject to this same limitation. The City has elected not to follow subsequent private-sector guidance.

One of the objectives of financial reporting is to provide the reader with a basis for assessing the accountability of the elected officials. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. The financial reporting entity consists of the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City may be financially accountable if an organization is fiscally dependent on the City regardless of whether the organization has a separately elected or appointed governing body.

The financial reporting entity consists of the primary government, which includes all funds, account groups, agencies and departments, and those component units for which the City is financially accountable. Blended component units, while legally separate entities, are in substance part of the government's operations, therefore, data from these units are presented with data of the City. Each blended component unit has a fiscal year end of September 30.

Although legally separate entities, the Riviera Beach Community Redevelopment Agency (CRA) and the Riviera Beach Utility Special District (USD) are in substance part of the City's operations and are included as blended components in the governmental and enterprise funds, respectively. Based on the application of criteria set forth by the GASB, management has determined that there are no other component units that are required to be reported as part of the financial statements. The City's blended component units are as follows:

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Riviera Beach Community Redevelopment Agency (CRA)** – The CRA was established by a special act in 1969 of the Florida Legislature under Chapter 163 to develop and revitalize the blighted areas of the City. The CRA's services are rendered wholly within the boundaries of the City, and its activities and transactions are intended to benefit the City by returning improved property to the City's tax rolls, enhance the business and cultural environment and provide employment. The CRA was created on August 7, 1984 and its governance was bestowed on the five-member Council of the City. The CRA is responsible for over 858 acres within the City's boundaries and over 185 acres of the Port of Palm Beach. The CRA is dependent on the City to fund deficits, meet debt service requirements, and pay other expenditures in the event that the revenues of the CRA are insufficient.

Separate financial statements are issued for the CRA and may be obtained from Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404.

**Riviera Beach CDE, Inc (CDE)** - The CDE was organized on May 26, 2011, pursuant to the laws of the State of Florida as a 501 (c) (3) non-profit corporation and its primary mission is to provide investment capital to low-income communities or persons of low-income and to engage in other community development activities for neighborhood improvement and community and economic development by providing sustainable job opportunities for low income residents. The CDE is certified by the U.S. Department of Treasury, CDFI Fund, as a Community Development Entity. The CDE is governed by a Board of Directors that is to consist of a minimum of five directors. At least three directors must be either City or CRA employees and two shall be residents of business owners of the CRA and represent low income communities.

The CDE is the sole member of the Riviera Beach Event Center, LLC (RBEC) which was formed on September 23, 2013, pursuant to the laws of the State of Florida as a limited liability company. The RBEC is also recognized by the Internal Revenue Service as a tax-exempt organization under section 501 (c) (3) of the Internal Revenue Code. The purpose of the CDE is to facilitate the redevelopment and improvement of areas of blight and deterioration within the municipal limits of the City and to own and operate a community facility open to the public. These entities are part of a combined New Markets Tax Credit financing structure created for the purpose of constructing the Riviera Beach Event Center to support the redevelopment of the Marina and to provide a community event center for the residents, businesses, and visitors of the City.

Separate financial statements are issued for the CDE and may be obtained from Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404.

**Utility Special District (USD)** – The USD was formed on June 16, 2004, as a dependent special district under the Florida Constitution and laws of the State of Florida. A dependent special district is a local unit of special purpose government created to implement specialized functions, including water and wastewater utility services. USD was formed for the public purpose, among others, of acquiring, owning, operating and maintaining the water and wastewater assets and establishing, implementing, financing and administering projects in furtherance of such purposes.

**Pension Trust Funds** - The City sponsors three separate single employer defined benefits pension plans: City of Riviera Beach General Employees' Retirement System (GERS), Riviera Beach Municipal Firefighters' Pension Trust Fund (FPTF) and, Riviera Beach Police Pension Fund (PPF). Each pension plan is a separate entity established to account for the financial activities of each plan and is governed by its own independent Board of Trustees. Although each pension plan is administered by its respective Board of Trustees, all three pension plans are fiscally dependent on the City, as the City is obligated to fund the liabilities of each based on actuarial valuations.

The pension plans are not incorporated into the government-wide statements. Net pension liability is reported in the accompanying financial statements with actuarial data disclosed in the *Notes to the Basic Financial Statements*.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Principles of Consolidation**

The CDE and RBEC are consolidated and all material intercompany transactions and balances have been eliminated in consolidation. In accordance with standards prescribed by the Financial Accounting Standards Board (FASB), the CDE evaluated its interests and determined that based on the rights afforded to it in the agreements, the CDE controls the RBEC and both entities have been consolidated in its statements.

**Basis of Presentation**

The government-wide financial statements report information on all of the non-fiduciary activities and component units. For the most part, the effect of interfund activity has been eliminated. Governmental activities, which are supported by taxes and intergovernmental revenues, are reported separately from business-type activities which rely on charges for services for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included in program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, although the latter are excluded from the government-wide financial statements. The major individual governmental funds and the major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining non-major governmental funds are aggregated and reported as non-major funds. Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide statements governmental activities, a reconciliation is presented on the page following each statement, explaining the adjustments necessary to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

Internal service funds, which provide services primarily to other funds of the government, are presented in summary format as part of the proprietary fund financial statements. Since the principal users of the internal services are the City's governmental activities, financial statements for the internal service funds are consolidated into the governmental activities column when presented at the governmental-wide level. To the extent possible, the costs of these services are reflected in the appropriate governmental activities.

**B. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

**Government-wide financial statements, proprietary fund financial statements and fiduciary fund financial statements:** Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

**Governmental fund financial statements:** Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues, other than those related to state and federal grants, to be available if they are collected within 90 days of the end of the current fiscal period. Revenues related to grants are considered to be available when collected within one year of the end of the current fiscal year. Generally, expenditures are recorded when a liability is incurred, however, expenditures related to debt service, compensated absences, claims and judgments, are recorded only when payment is due. Expenditures related to pension and other post-employment benefits are recognized when the City has made a decision to fund those obligations with current available resources.

Property taxes when levied, public service taxes, franchise fees, intergovernmental revenues for which eligibility requirements have been met, charges for services and interest income associated with the current fiscal period are all considered to be measurable and have been recognized as revenues of the period, if available. Only the portion of special assessments receivable due within the current period is considered to be susceptible to accrual. All other revenues are considered to be measurable only when payment is received.

**Major Funds and Basis of Presentation:** Financial transactions are recorded in individual funds. Funds are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

GAAP sets forth minimum criteria for the determination of major funds. The City has electively classified funds, as major funds based on either having significant outstanding debt obligations or providing a specific community focus. The aggregated non-major funds are presented in one column in the fund financial statements.

The City reports the following funds:

1. Major governmental funds

General Fund - Primary operating fund which accounts for all financial resources of the general government, except for those accounted for in another fund. Revenue is derived primarily from property taxes, state and federal distributions, grants and other intergovernmental revenue. The general operating expenditures, fixed charges, and capital outlay not paid through other funds are paid from the General Fund.

Community Redevelopment Fund – Accounts for the activities of the CRA.

Capital Bond Funds – Accounts for restricted funds received from transferring the water and sewer operations from the City to USD and the proceeds from the *Public Improvement Revenue Bonds, Series 2014*.

2. Proprietary Funds

Enterprise Funds

Utility Special District Fund – Accounts for the activities of the USD.

Refuse Collection Fund - Accounts for the solid waste collection activity.

Marina Fund - Accounts for the activities of the Marina.

Stormwater Fund – Accounts for the stormwater system.



**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Internal Service Fund

Internal Service Fund – Accounts for services provided to City departments for risk management and insurance programs.

3. Fiduciary Funds

General Employees' Retirement System - Accounts for the pension trust for general employees.

Riviera Beach Police Pension Fund - Accounts for the pension trust for police officers.

Riviera Beach Municipal Firefighters Pension Trust Fund - Accounts for the pension trust for firefighters.

**C. Assets, Deferred outflows of resources, Liabilities, Deferred inflows of resources.  
Net Position / Fund Balance**

**Deposits and Investments**

Substantially all cash, except for imprest accounts, is deposited with financial institutions in interest bearing accounts. Majority of the cash and investments are administered using a pooled concept, which combines the monies of various funds for investment purposes. Interest earnings of the pool are apportioned to each fund based on the fund's relative share of the investment pool. All cash and investments are displayed on the statement of net position at fair value.

Pension Trust Funds are discretely presented component units and separately invest their funds and report investments pursuant to their respective investment policies.

All highly liquid debt securities with a maturity date of three months or less are considered cash equivalents. Investments authorized by the City's Investment Policy include: Florida Prime, obligations of the U.S. or its agencies and instrumentalities; Certificates of Deposit from approved public depositories; Repurchase Agreements; Corporate commercial paper and notes issued by U.S. companies; Bankers' Acceptance issued and approved by the U.S. government; state and/or local government taxable and/or tax-exempt debt; Money market mutual funds and mutual funds registered and regulated by the Securities Exchange Commission; and Intergovernmental investment pool.

Investments are fully collateralized and are carried at fair value based on quoted market prices.

**Unbilled Accounts Receivables**

USD, Refuse, and Stormwater funds recognize revenue on the basis of monthly cycle billings to customers for services provided. As a result, there are unbilled receivables at the end of each fiscal year. Unbilled receivables are accrued at year end by prorating actual subsequent billings.

**Other Receivables**

Trade and property tax receivables on the Statement of Net Position are shown net of an allowance for uncollectibles. Management determines the allowance based on a review of accounts and their knowledge of creditors. Delinquent property tax receivables are all included in the allowance for uncollectibles. Other long-term receivables are analyzed for collectability based on terms and conditions of the agreements.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Inventories**

Inventories, consisting principally of materials and supplies held for future use, are carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or market in the enterprise funds. Inventories of the enterprise funds are accounted for under the consumption method, expensed when used, and adjusted by an annual physical count. Inventories of governmental funds are recorded as expenditures when purchased. Amounts on hand at year end are reflected as assets and are fully reserved in the equity section.

Land held for resale is reported in a special revenue fund as "Inventory." These assets are reported at the lower of historical cost or market value at year end. To estimate the fair value, certain reasonable assumptions and estimates are utilized to properly report land values. The City believes the amounts reported fairly reflect the asset values at the reporting date.

**Prepaid Items**

Expenditures for goods and services extending over more than one accounting period are accounted for as prepaid items and allocated between accounting periods.

**Restricted Assets**

Proceeds of revenue bonds or funds set aside in accordance with bond covenants or by ordinance are classified as restricted assets on the fund level statement of net position of the enterprise funds. Restricted assets include operating accounts which are used for accumulations of resources equal to operating costs for specified periods; renewal and replacement accounts used for accumulation of resources for replacement of existing system assets; debt service accounts used for accumulation of resources to meet debt service requirements; capital projects accounts used for acquisition and construction of assets funded by revenue bond proceeds; impact fees restricted by local ordinance for future plant expansion; and customers' deposit accounts.

Restricted long term assets are not required to be presented on the balance sheets of governmental funds under the modified accrual basis of accounting; however, certain assets are restricted as to use. Such assets include debt proceeds, permit fees, state and federal forfeiture awards, grants, and amounts held for debt service.

**Capital Assets and Depreciation**

Capital assets, which include land, buildings and improvements, improvements other than buildings, machinery and equipment, construction in progress, and infrastructure, are reported in the applicable governmental or business-type activities columns in the government-wide and proprietary fund financial statements. Capital assets are defined as property that has a value of \$10,000 or more with a useful life of three or more years and maintain its identity while in use.

Capital assets, constructed or acquired, are capitalized and reported at historical cost. Reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. Donated capital assets are recorded at the estimated fair value of the item at the date of its donation.

Expenditures which materially extend the useful life of existing assets are capitalized. The cost of property sold or retired, together with the related accumulated depreciation, is removed from the appropriate accounts, and any resulting gain or loss is included in net income.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Construction in progress (CIP) is tracked as a separate asset until the time of completion, at which point the value is transferred to another appropriate fixed assets account.

Capital assets are depreciated using the straight-line method over the estimated useful lives, and assets purchased during the year are capitalized for six months during the first year, regardless of when acquired. Normal useful life is defined as the physical life that an asset is expected to last before it deteriorates to an unusable condition or becomes functionally obsolete.

Asset classes have been assigned an estimated useful life as outlined below:

<b><u>Asset Description</u></b>	<b><u>Useful Life in Years</u></b>
Buildings and Improvements	20 to 40
Land Improvements	5 to 40
Utility Plant and Systems	20 to 50
Regional Sewer Systems	30 to 99
Furniture, Fixtures, Machinery and Equipment	3 to 12
Marina and Waterside Improvements	20 to 40

Governmental Funds and Governmental Activities - Capital assets associated with the governmental funds are intended primarily for general governmental use. Capitalized assets are reported as expenditures, depreciation is not recorded. Assets are accounted for in the General Fixed Asset Account Group.

Enterprise Funds - Capital assets intended primarily for business activities are accounted for in the operating fund for the respective enterprise fund.

**Capital Leases**

Assets acquired through capital lease agreements are capitalized. A lease is a capital lease if at inception of the lease it meets any one of the following criteria: 1) ownership of property transfers from the lessor to the City at the end of the lease term; 2) the lease contains a bargain purchase option; 3) the lease term is 75% or more of estimated useful life of the leased property; and 4) the present value, at the beginning of the lease term, of the minimum lease payments required under the lease is at least 90% of the fair value of the asset at the inception of the lease.

**Investment in Joint Venture**

The City accounts for its investment in joint ventures using the equity method of accounting.

**Compensated Absences**

Regular full time employees accrue from 12 to 20 days of vacation and 12 days of sick leave annually. A liability is accrued for unused vacation leave at year end. Sick leave is accrued as a liability as the benefits are earned by the employee only to the extent that it is probable that the employee will be compensated for the benefits upon termination or retirement. Compensated absences are accrued when earned in the government-wide and enterprise fund financial statements. Compensated absences liability is calculated based on the salary rate in effect at year end.

In the government-wide financial statements and the proprietary fund financial statements, the vacation leave liability is classified into two components - amounts due within one year (current portion) and amounts due in more than one year (non-current portion).

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Long-Term Obligations**

Long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type Statement of Net Position. Bonds payable are reported net of the applicable bond premiums or discounts and deferred refunding amounts. Premiums, discounts, and issuance costs are amortized over the life of the bonds using the effective interest method. Deferred amounts on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight-line method, which does not result in a material difference from the effective interest method. Costs of issuing bonds and deferred charges on refunding bonds are capitalized in the governmental activities Statement of Net Position.

Governmental funds recognize bond premiums and discounts, as well as issuance costs during the current period. The face amount of the debt is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures. Debt payments are reported as expenditures.

**Deferred Outflows and Inflows of Resources**

In accordance with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, the City reports deferred outflows of resources in the Statement of Net Position in a separate section following assets and deferred inflows of resources in a separate section following liabilities.

The components of the deferred outflows of resources and deferred inflows are as follows:

	<b>Governmental Activities</b>	<b>Business-type Activities</b>
Deferred Outflows of Resources		
Deferred outflows from pension activities	\$ 16,444,225	\$ 1,483,111
Deferred charges on refunding	-	1,135,436
<b>Total Deferred Outflows of Resources</b>	<b>16,444,225</b>	<b>2,618,547</b>
Deferred Inflows of Resources		
Deferred inflows from pension activities	843,631	94,762
Deferred revenues	1,097,035	-
<b>Total Deferred Inflows of Resources</b>	<b>\$ 1,940,666</b>	<b>\$ 94,762</b>

**Net Position Flow Assumption**

From time to time, the City funds outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as the restricted and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. The City considers restricted net position to have been depleted before unrestricted net position is applied.

The following are the three components of net position:

- a. Net investment in capital assets - Includes capital assets less accumulated depreciation and outstanding balances of bonds, mortgages, notes or other borrowings attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted Net Position - Consists of restricted assets less liabilities and deferred inflows of resources related to those assets with constraints placed on their use by externally imposed creditors, grantors, contributors or laws or regulations of other governments or imposed by law.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

- c. Unrestricted Net Position – The residual amount of net position not included in the net investment in capital assets or the restricted net position.

**Fund Balance Flow Assumption**

From time to time, the City funds outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. The City considers restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**Fund Balance Policies**

GASB Statement No. 54, *Fund Balance Reporting Governmental Fund Type Definitions*, establishes accounting and financial reporting requirements for all governmental funds and criteria for classifying fund balances. Accordingly, the governmental fund financial statements report fund equity classifications that comprise a hierarchy based primarily on the extent to which the City is legally bound to honor the specific purposes for which amounts in fund balance may be spent. Amounts which are restricted to specific purposes either by a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances.

Amounts which may be appropriated, modified, or rescinded for specific purposes pursuant to constraints imposed by the Council are classified as committed fund balances. Amounts which are constrained by the intent to be used for specific purposes, but are neither restricted nor committed are classified as assigned fund balances. Fund balances can only be assigned by Council. Non-spendable fund balances include amounts which cannot be spent because they are either a) not in spendable form; or b) legally or contractually required to be maintained intact.

Fund balances for governmental funds are displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used. The fund balance classifications are summarized below:

Non-spendable fund balances - Amounts that cannot be spent because they are a) not in a spendable form; or b) legally or contractually required to remain intact.

Restricted fund balances - Amounts that are restricted for specific purposes by a) constraints imposed by external providers; or b) imposed by constitutional provisions or through enabling legislation.

Committed fund balances - Amounts for specific purposes pursuant to constraints imposed by Council.

Assigned fund balances - Amounts intended to be used for specific purposes, but are neither restricted nor committed. Assignments of fund balances are made by management based upon the direction of Council.

Unassigned fund balances - Amounts not restricted, committed or assigned to specific purposes.

Committed fund balance is used first, followed by assigned fund balance, and then unassigned fund balance when expenditures are incurred for the purposes for which amounts in any of the unrestricted fund balance classifications could be used.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Minimum Fund Balance**

The duties, responsibilities and powers of the City's Finance and Administrative Services Director (Director) include the establishment and maintenance of the general fund balance representing an emergency reserve equivalent to 20% of operating revenues. For purposes of establishing the balance and maintenance thereafter, the Director shall transfer the calculated amount from unassigned fund balance to the emergency reserve, to the extent available, to satisfy the requirement and shall report such balances as part of the annual audited financial statement. If upon completion of any fiscal year the ending balance in such emergency reserve is less than the requirement and sufficient monies do not exist in the unassigned fund balance, then the Director shall recommend an amendment to the current year budget and include in succeeding fiscal year budgets reserved appropriations sufficient to cover the deficiency over a period not to exceed three fiscal years. The emergency reserve shall be used exclusively for emergencies declared by the Council, and the appropriation there from shall be made by resolution adopted by four-fifths vote of the membership. Any monies available in the unassigned fund balance shall be used prior to using the emergency reserve to fund authorized emergencies. Appropriation from the minimum balance shall require Council approval and shall generally be for one time expenditures such as capital purchases and not for ongoing expenditures, unless a viable revenue plan designed to sustain expenditures is approved.

**Interfund Transactions**

During the course of normal operations, it is necessary for the City to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from that fund, are properly applicable to another fund.
- Transfers in and transfers out, as appropriate, for all other interfund transactions are shown as other financing sources or uses.
- Long-term advances between funds are reported as "advances to and advances from other funds".

Outstanding balances between funds are reported as "due to and due from other funds". The long term portion of advances between funds, as reported in the fund financial statements, is offset by a non-spendable fund balance in the applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

**Use of Estimates**

Management is required to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from management's estimates. Significant estimates used in these financial statements include the amount of insurance claims payable, actuarial assumptions related to pension plans, and allowances for uncollectible accounts.

**Property Taxes**

Assessment of real and tangible properties and the collection of county, municipal and school district property taxes are consolidated in the offices of the Palm Beach County Property Appraiser and Tax Collector. Property is reassessed according to its fair market value on January 1 of each year. Assessment rolls are submitted to the State Department of Revenue for review to determine compliance with State law. According to Florida Statutes, unless voted, no municipality shall levy ad valorem taxes against real or tangible property in excess of 10 mills.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

The tax levy is established by Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser's Office incorporates the City's millage into the total tax levy, which includes taxes levied by Palm Beach County, Palm Beach County School Board, and Special Taxing Districts. During the month of November, the Palm Beach County Property Appraiser's Office prepares and delivers a *Notice of Property Taxes and Non-Ad Valorem Assessments* to each taxpayer.

For FY 2015/2016 (2015 Tax Roll Year), the City levied a millage rate of 8.4520 mills (\$8.452 for each \$1,000 of assessed valuation) for General Fund's operations. The current year's tax levy is based on final taxable property values of \$4.559 billion.

Taxes imposed are due and payable starting in November. Discounts for early payment are: November - 4%, December - 3%, January - 2%, February - 1%. Unpaid taxes become delinquent on April 1 following the year in which assessed. On or prior to June 1, certificates are offered for sale for delinquent taxes on real property. Tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after two years. Unsold certificates are held by Palm Beach County. As of fiscal year end, unpaid delinquent taxes owed are insignificant and have not been recorded by the City.

#### **Grants from Government Agencies**

Certain grants under federal, state, and local programs are accounted for in special revenue funds and reported as a component of intergovernmental revenues. Grants are disbursed from these funds as prescribed under the respective grant programs. These programs are dependent on continued financial assistance from federal and state governments. Potentially disallowable amounts, on reimbursement type grants constitute a contingent liability of the City. The City does not expect any such occurrences and since the potential disallowed amounts are not estimable, such contingencies are not reflected within the financial statements.

#### **Income Taxes**

The CDE and RBEC are exempt from income taxes under Section 501 (c) (3) of the IRC, except for income taxes on "unrelated business income," as defined in the IRC. Management believes that all material activities of the CDE and the RBEC are not subject to income taxes. The CDE and RBEC are required to file and does file tax returns with the IRS and other taxing authorities. Accordingly, the consolidated financial statements of the CDE do not reflect a provision for income taxes and the CDE and RBEC have no other tax positions which must be considered for disclosure. Income tax returns filed by the CDE and RBEC are subject to examination by the IRS for a period of three years. The first year that the CDE was required to file tax returns with the IRS was 2014.

## **NOTE 2 – PRONOUNCEMENTS AND REPORTING CHANGES**

### **Pronouncements Implemented During Fiscal Year 2016**

In fiscal year 2016, the City adopted six new statements for financial accounting standards issued by the Governmental Accounting Standards Board (GASB):

Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB 67 and 68*, establishes requirements for defined benefit pension plans and defined contribution plans that are not within the scope of Statement No. 68, *Accounting and Financial Reporting for Pensions*. This Statement extends the approach to accounting and financial reporting established in Statement No. 68 to all pensions to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

criteria specified in Statement No. 68 be included in notes to the financial statements and required supplementary information by all similarly situated employers and non-employer contributing entities. There was no material impact on the financial statements as a result of implementation.

Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

Statement No. 76 supersedes Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, and amends Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre November 30, 1989 and AICPA Pronouncements*, paragraph 64, 74, and 82. There was no material impact on the financial statements as a result of implementation.

Statement No. 77, *Tax Abatement Disclosures*, defines a tax abatement and requires disclosures about a reporting government's tax abatement agreements and those agreements entered into by other governments and that reduce the government's tax revenues. There was no impact on the financial statements as a result of implementation.

Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, amends the scope and applicability of Statement No. 68, *Accounting and Financial Reporting for Pensions* - and amendment of GASB Statement No. 27 to exclude pension plans provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension that (a) is not a state or local government pension plan, (b) is used to provide defined benefits both to employees of state or local governmental employers and to employees of employers that are not state or local governments, and (c) has no predominant state or local governmental employer (either individually or collectively). The Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above. There was no material impact on the financial statements as a result of implementation.

Statement No. 79, *Certain External Investment Pools and Pool Participants*, establishes specific criteria used to determine whether a qualifying external investment pool may elect to use an amortized cost exception to fair value measurement. The criteria provides qualifying external investment pools and participants in those pools with consistent application of an amortized cost-based measurement for financial reporting purposes. The Statement establishes note disclosures for qualifying external investment pools. There was no material impact on the financial statements as a result of implementation.

Statement No. 81, *Irrevocable Split-Interest Agreements*, requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. The Statement provides expanded guidance for circumstances in which the government holds the assets. There was no material impact on the financial statements as a result of implementation.

**Pronouncements Issued But Not Yet Effective**

In June 2015, GASB issued Statement No. 74, *Financial Reporting for Postemployment Benefits Plans Other Than Pension Plans*. This Statement will improve the usefulness of information about postemployment benefits other than pensions (OPEB) included in the general purpose external financial reports of state or local government OPEB plans for making decisions and accessing accountability. The requirements of this statement are effective for financial statements beginning after June 15, 2016.



**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

In June 2015, GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This Statement will improve accounting and financial reporting by state and local governments for OPEB and replaces previously issued statements related to accounting and financial reporting requirements for OPEB plans. This statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet specific criteria and for employers whose employees are provided with defined contribution OPEB. For OPEB that is administered through trusts, Statement No. 75 requires the liability of employers to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. The requirements of this statement are effective for financial statements beginning after June 15, 2017.

In January 2016, GASB issued Statement No. 80, *Blending Requirements for Certain Component Units* - an amendment of Statement No. 14. This Statement amends the blending requirements for the financial statement presentation of component units of all state and local governments by providing an additional criterion. A component unit should be included in the reporting entity financial statements using the Blending method, if the component unit is organized as a not-for-profit corporation in which the primary government is the sole corporate member as identified in the component unit's articles of incorporation and bylaws. The requirements of Statement No. 80 are effective for fiscal years beginning after June 15, 2016.

In March 2016, GASB issued Statement No. 82, *Pension Issues* - an amendment GASB Statements No. 67, No. 68, and No. 73. Statement No. 82 addresses practical issues raised with respect to Statement No. 67, *Financial Reporting for Pension Plans* - an amendment of Statement No. 25; Statement No. 68, *Accounting and Financial Reporting for Pensions and Related Assets That Are No within the Scope of GASB Statement 68*, and *Amendments to Certain Provisions of GASB Statements 67 and 68*. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The requirements of Statement No. 82 are effective for fiscal years beginning after June 15, 2016.

The City will conduct an analysis of the above GASB statements to determine the impact, if any, on its financial position, results of operations or cash flows upon adoption.

### **NOTE 3 – DEPOSITS AND INVESTMENTS**

#### **General Investment Guidelines**

Cash and cash equivalents include cash on hand, amounts in demand and time deposits and short-term investments with original maturity dates within three months of the date acquired. Deposits are held in qualified public depositories (QPD) pursuant to Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. QPD's deposits with the State Treasurer, eligible collateral of the depository to be held subject to the Treasurer's order. The Treasurer establishes minimum required collateral pledging levels. Collateral must be deposited with an approved financial institution. Potential losses to public depositories are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other QPDs of the same type as the depository in default.

Investment practices are governed by Florida Statutes, City Ordinances, the Investment Policy, and legal covenants related to outstanding bond issues. Florida Statutes establish permitted investments, asset allocation limits, issuer limits, credit rating requirements, and maturity limits to protect the City's cash and investments assets. Investments are managed and governed according to meet investment objectives of safety of principal, maintenance of liquidity, and return on investment.

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

The Investment Policy states that the management and responsibility for City funds in the investment program and investment transactions is delegated to the Director of Finance and Administrative Services (Director) who will establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The City engages a registered investment manager to assist in investing, monitoring, or advising on investments. The Policy does not apply to the investment of accounts created by ordinance or resolution pursuant to the issuance of bonds. The three pension trust funds are not governed by the City's Investment Policy.

Investment in any derivative products or use of reverse repurchase agreements requires specific Council approval prior to their use. If the Council approves the use of derivative products, the Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. If the Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Director has sufficient resources and expertise to manage such investments. As of September 30, 2016, the City did not have investments in any derivative products or reverse repurchase agreements.

The Investment Policy is reviewed annually for any adjustments due to changes or developments that may benefit the City. Modifications must be approved by Council.

**Cash Management Pool**

A cash management pool is available for use by all funds. Participation in the pool is limited to normal operating activities of the fund and other funds that are restricted because of statutory or contractual considerations. Investment earnings are distributed monthly to the individual funds based on the funds' average cash balance.

**Deposits and Investments**

The Investment Policy authorizes investments in certificates of deposits, money market funds, U.S. Government securities, State and U.S. Government agency securities, Florida Prime, mortgage-backed securities, repurchase agreements collateralized at 102% by U.S. Government guaranteed securities, commercial paper of any U.S. corporation rated A1 (S&P) and P1 (Moody's), corporate notes issued by U.S. corporations rated A (S&P or Moody's), asset-backed securities, bankers' acceptances, state and local government taxable or tax-exempt debt, and intergovernmental investment pool.

For fiscal year 2016, the City implemented GASB Statement No. 72, *Fair Value Measurement and Application* issued in February 2015. The City categorized investments according to the fair value hierarchy established by GASB No. 72. The hierarchy is based on valuation inputs used to measure the fair value of the asset as follows: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs to included quoted prices for similar assets in active and non-active markets; Level 3 inputs are significant observable inputs. Certain investments are measured at fair value using the net asset value per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

As of September 30, 2016, the City had the following cash and investments with stated maturities categorized as Level 1 and Level 2:

Investments by Level	Fair Value Measurement Using			
	Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Effective Duration (years)
<u>Investments by fair value level</u>				
US Treasury - notes	\$23,603,274	\$23,603,274	\$ -	2.202
Federal Agencies - bonds / notes	10,674,738	-	10,674,738	1.432
Corporate notes	5,573,100	-	5,573,100	1.000
<b>Total investments by fair value level</b>	<b>39,851,112</b>	<b>23,603,274</b>	<b>16,247,838</b>	
<u>Investments Measured at NAV</u>				
Money market funds	18,927,134			N/A
FL Class	30,308,474			-
<b>Total investments measured at NAV</b>	<b>49,235,608</b>			
Total investments	89,086,720			
Cash deposits	52,103,462			
<b>Total cash and investments</b>	<b>\$141,190,182</b>			

### Interest Rate Risk

Interest rate risk is the risk that interest rate changes adversely affect the fair value of an investment. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities may cause the price to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The Policy limits the City's exposure to declines in fair values by limiting to two years the weighted average days to maturity of the entire investment portfolio. As of September 30, 2016, there were no investments in the City's portfolio that exceeded this maximum maturity.

### Credit Risk

Credit risk is the risk that an investment issuer will not fulfill its obligation. Credit risk is measured by the assignment of a rating by a nationally recognized rating agency. The Policy allows the City to invest in insured or registered securities including commercial paper and security repurchase agreements, however, the Policy provides limits for these investment types.

### Concentration of Credit Risk

Concentration credit risk is the risk that an investment issuer or other counter party will not fulfill its obligations. The Policy provides limits to control credit risk.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Custodial Credit Risk**

Custodial credit risk is defined as the risk that, in the event of a failure of the counter party, the City will not be able to recover the value of its investment or collateral security that are in the possession of an outside party.

**Maturity and Liquidity Requirements**

The Policy sets limits for investment maturities to match known cash needs and anticipated cash flow requirements. Investments of operating funds have maturities of no longer than 24 months. Investments of bond reserves, construction funds, and other non-operating funds "core funds," have a term appropriate to the need for funds and in accordance with debt covenants, not to exceed a maturity of 5 years with an average duration of the portfolio as a whole not to exceed 3 years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

As of fiscal year end, the City did not have investments with embedded options allowing the issuer to call the obligation or demand a stated increase in the interest rate.

**Pension Plan Portfolios**

The City maintains three separate single employer defined benefit pension plans: General Employees' Retirement System (GERS), Police Pension Fund (PPF), and Firefighters' Pension Trust Fund (FPTF). Funds are covered by Securities Investor Protection Corporation insurance, and for the amount in excess of such federal depository insurance, by the State of Florida's Security for Public Deposits Act. Provisions of the Act require that public deposits may only be held at QPDs. The Act requires each Qualified Public Depositories (QPD) to deposit with the State Treasurer, eligible collateral equal to or in excess of the required collateral as determined by the provisions of the Act. In the event of a failure by the QPD, losses in excess of federal depository insurance and proceeds from the sale of the securities pledged by the defaulting depository are assessed against the other QPDs of the same type as the depository in default. Cash and cash equivalents include demand accounts and short term investment funds (STIF). STIF investments are custodial short-term commingled funds, commercial paper and U.S. government obligations. Deposits are carried at cost and are included in cash and cash equivalents in the Statement of Plan Net Position.

**Investment Authorization**

Investment policies are determined by the respective pension plan's Board of Trustees. The policies guide the operations of the plan in a manner so that the assets will provide for the pension and other benefits provided under applicable laws including City ordinances, preserving principal while maximizing return on investment. The policies authorize each Board of Trustees to acquire and retain every kind of property, real, personal or mixed, and every kind of investment specifically including, but not by way of limitation, bonds, debentures, and other corporate obligations, and stocks, preferred or common.

**Investment Valuation**

In 2016, the pension plans adopted GASB 72, which addresses accounting and financial reporting issues related to fair value measurement of assets and liabilities. The adoption of GASB 72 resulted in increased disclosures related to the fair value measurement of the pension plans' portfolios as presented below:

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Investments by Level	Balance	Fair Value Measurement Using	
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
<b>GERS</b>			
<u>Investments by fair value level</u>			
Debt securities			
US Government and agency obligations	\$10,432,623	\$ -	\$10,432,623
Corporate bonds	9,570,516	-	9,570,516
Mortgage backed securities	2,852,376	-	2,852,376
Total debt securities	22,855,515	-	22,855,515
Equity securities	52,952,774	52,952,774	-
<b>Total investments by fair value level</b>	<b>75,808,289</b>	<b>52,952,774</b>	<b>22,855,515</b>
<u>Investments measured at net asset value</u>			
Real estate fund	10,860,414		
Equity funds - large cap	17,033,590		
<b>Total investments measured at net asset value</b>	<b>27,894,004</b>		
Total investments	103,702,293		
Cash deposits	4,108,038		
<b>Total cash and investments</b>	<b>\$107,810,331</b>		
<b>PPF</b>			
<u>Investments by fair value level</u>			
Debt securities			
US Government and agency obligations	12,701,775	-	12,701,775
Corporate bonds	8,964,543	-	8,964,543
Total debt securities	21,666,318	-	21,666,318
Equity securities	43,073,122	43,073,122	-
<b>Total investments by fair value level</b>	<b>64,739,440</b>	<b>43,073,122</b>	<b>21,666,318</b>
<u>Investments measured at net asset value</u>			
Real estate fund	3,349,966		
<b>Total investments measured at net asset value</b>	<b>3,349,966</b>		
Total investments	68,089,406		
Cash and cash equivalents	3,209,702		
<b>Total cash and investments</b>	<b>\$71,299,108</b>		
<b>FPTF</b>			
<u>Investments by fair value level</u>			
Debt Securities			
US Government and agency obligations	4,567,538	-	4,567,538
Corporate bonds	3,667,581	-	3,667,581
Total debt securities	8,235,119	-	8,235,119
Equity securities	27,606,826	27,606,826	-
<b>Total investments by fair value level</b>	<b>35,841,945</b>	<b>27,606,826</b>	<b>8,235,119</b>
<u>Investments measured at net asset value</u>			
Real estate fund	12,014,015		
Mutual funds	26,339,111		
<b>Total investments measured at net asset value</b>	<b>38,353,126</b>		
Total investments	74,195,071		
Cash deposits	3,550,780		
<b>Total cash and investments</b>	<b>\$77,745,851</b>		

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**Interest Rate Risk**

The following table shows the sensitivity of the fair values of the pension plans' investments to market interest rate fluctuations:

	Investment Maturities (in years)				
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
<b>GERS</b>					
US Treasury securities	\$6,436,584	\$ -	\$2,196,508	\$2,726,007	\$1,514,069
US Agency securities	3,996,040	-	825,940	1,015,800	2,154,300
Corporate bonds	9,570,516	103,913	5,471,397	1,992,511	2,002,695
Mortgage backed securities	2,852,376	-	2,337,441	-	514,935
<b>Total fixed income securities</b>	<b>\$22,855,516</b>	<b>\$103,913</b>	<b>\$10,831,286</b>	<b>\$5,734,318</b>	<b>\$6,185,999</b>
<b>PPF</b>					
US Treasury securities	8,330,004	1,438,179	4,078,058	137,257	2,676,510
US Agency securities	4,371,771	-	359,412	2,204,396	1,807,963
Corporate bonds	8,964,543	370,188	2,551,744	5,754,443	288,168
<b>Total fixed income securities</b>	<b>\$21,666,318</b>	<b>\$1,808,367</b>	<b>\$6,989,214</b>	<b>\$8,096,096</b>	<b>\$4,772,641</b>
<b>FPTF</b>					
US Treasury securities	1,387,053	405,596	396,118	366,496	218,843
US Agency securities	3,180,485	1,052,740	1,276,660	836,188	14,897
Corporate bonds	13,341,821	476,673	1,657,311	11,207,837	-
<b>Total fixed income securities</b>	<b>\$17,909,359</b>	<b>\$1,935,009</b>	<b>\$3,330,089</b>	<b>\$12,410,521</b>	<b>\$233,740</b>

**Credit Risk**

The schedule below provides the credit quality ratings of the fixed income investments of the pension plans:

Rating	GERS	PPF	FPTF
U.S. government guaranteed*	\$10,432,624	\$12,701,775	\$4,567,538
Credit risk debt securities:			
AAA	2,765,416	261,642	-
AA	1,785,232	1,678,114	751,443
A	3,750,203	4,881,565	2,183,166
BBB	3,947,855	2,143,222	10,407,212
BB	174,186	-	-
Total credit risk debt securities	12,422,892	8,964,543	13,341,821
<b>Total fixed income securities</b>	<b>\$22,855,516</b>	<b>\$21,666,318</b>	<b>\$17,909,359</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Investing in Foreign Markets**

Investing in foreign markets may involve special risks and considerations not typically associated with investing in companies in the U.S. These risks include revaluation of currencies, high rates of inflation, repatriation restrictions on income and capital, and present and future adverse political, social and economic developments. Moreover, securities of foreign governments may be less liquid, subject to delayed settlements, taxation on realized or unrealized gains, and their prices are more volatile than those of comparable securities in U.S. companies.

Plans did not hold any securities in the portfolio which represent foreign investments, other than those which are represented by American Depositary Receipts (ADR) which do have inherent political risk, but trade in U.S. dollars, and therefore are not subject to currency risk. These investments represent less than one percent of the combined portfolio.

**Foreign Tax Withholdings and Reclaims**

Withholding taxes on dividends from foreign securities are provided for based on rates established via treaty between the U.S. and applicable foreign jurisdictions, or where no treaty exists at the prevailing rate established by the foreign country. Foreign tax withholdings are reflected as a reduction of dividend income in the statement of operations. Where treaties allow for a reclaim of taxes, the plan will make a formal application for refund. Such reclaims are included as an addition to dividend income.

**Investing in Real Estate**

Plans are subject to risks inherent in the ownership and operation of real estate. These risks include, among others those normally associated with changes in the general economic climate, trends in the industry including creditworthiness of the tenants, changes in the tax laws, interest rate levels, and availability of financing and potential liability under environmental and other laws.

**NOTE 4 – ACCOUNTS RECEIVABLE**

As of September 30, 2016, receivables are as follows:

	<b>Accounts</b>	<b>Unbilled Accounts</b>	<b>Special Assessments</b>	<b>Total</b>
General Fund	\$2,633,468	\$33,341	\$ -	\$2,666,809
CRA	166,985	-	-	166,985
Capital Bond Fund	1,289	-	-	1,289
Non-major Governmental Funds	707,290	-	25,468	732,758
Internal Service Fund	1,150,240	-	-	1,150,240
Utility Special District	2,469,021	589,830	-	3,058,851
Refuse	172,489	66,146	-	238,635
Marina	801,997	-	-	801,997
Stormwater	664,394	74,338	-	738,732
Rivera Beach CDE	184,169	-	-	184,169
<b>Total</b>	<b>\$8,951,342</b>	<b>\$763,655</b>	<b>\$25,468</b>	<b>\$9,740,465</b>

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period and defer revenue recognition on revenues received but not yet earned.

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**NOTE 5 – CAPITAL ASSETS**

Capital assets activity for the year ended September 30, 2016 is as follows:

	<b>Beginning Balance Oct 1, 2015</b>	<b>Additions</b>	<b>Deletions</b>	<b>Ending Balance Sep 30, 2016</b>
<u>Governmental activities</u>				
Capital assets not being depreciated				
Land	\$9,018,711	\$47,500	\$(430,000)	\$8,636,211
Construction in progress	24,017,785	13,900,238	(9,257,624)	28,660,399
<b>Total capital assets not being depreciated</b>	<b>33,036,496</b>	<b>13,947,738</b>	<b>(9,687,624)</b>	<b>37,296,610</b>
Capital assets being depreciated				
Buildings	25,642,860	230,054	(88,459)	25,784,455
Improvements other than buildings	13,280,281	2,322,453	-	15,602,734
Land improvements	51,250	-	-	51,250
Infrastructure	52,007,945	4,477,248	-	56,485,193
Furniture, fixtures, & equipment	21,952,041	2,724,839	(2,541,735)	22,135,145
<b>Total capital assets being depreciated</b>	<b>112,934,377</b>	<b>9,754,594</b>	<b>(2,630,194)</b>	<b>120,058,777</b>
Less accumulated depreciation				
Buildings	(11,443,712)	(1,084,096)	5,344	(12,522,464)
Improvements other than buildings	(4,030,052)	(863,927)	-	(4,893,979)
Land improvements	(51,250)	-	-	(51,250)
Infrastructure	(24,612,060)	(1,722,297)	-	(26,334,357)
Furniture, fixtures, and equipment	(15,523,779)	(1,814,483)	2,329,872	(15,008,390)
<b>Total accumulated depreciation</b>	<b>(55,660,853)</b>	<b>(5,484,803)</b>	<b>2,335,216</b>	<b>(58,810,440)</b>
<b>Governmental activities - capital assets (net)</b>	<b>\$90,310,020</b>	<b>\$18,217,529</b>	<b>\$(9,982,602)</b>	<b>\$98,544,947</b>
<u>Business-type activities</u>				
Capital assets not being depreciated				
Land	\$1,687,202	-	\$(10)	\$1,687,192
Construction in progress	9,397,466	5,342,433	(4,788,867)	9,951,032
<b>Total capital assets not being depreciated</b>	<b>11,084,668</b>	<b>5,342,433</b>	<b>(4,788,877)</b>	<b>11,638,224</b>
Capital assets being depreciated				
Buildings and improvements	18,181,055	8,047,558	-	26,228,613
Utility plants and systems	57,109,628	2,171,547	-	59,281,175
Furniture, fixtures, and equipment	6,112,851	492,438	(1,079,837)	5,525,452
Waterside improvements	16,581,514	-	-	16,581,514
<b>Total capital assets being depreciated</b>	<b>97,985,048</b>	<b>10,711,543</b>	<b>(1,079,837)</b>	<b>107,616,754</b>
Less accumulated depreciation				
Buildings and improvements	(10,423,246)	(846,408)	258,072	(11,011,582)
Utility plants and systems	(33,667,684)	(1,655,919)	-	(35,323,603)
Furniture, fixtures, and equipment	(5,448,293)	(158,959)	555,055	(5,052,197)
Waterside improvements	(414,538)	(829,076)	-	(1,243,614)
<b>Total accumulated depreciation</b>	<b>(49,953,761)</b>	<b>(3,490,362)</b>	<b>813,127</b>	<b>(52,630,996)</b>
<b>Business-type activities - capital assets (net)</b>	<b>\$59,115,955</b>	<b>\$12,563,614</b>	<b>\$(5,055,587)</b>	<b>\$66,623,982</b>



**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Depreciation expense was charged to functions as follows for the fiscal year ending September 30, 2016:

<b>Governmental activities:</b>	
General government	\$1,152,405
Public safety	1,265,504
Physical environment	40,258
Transportation	1,795,863
Culture and recreation	985,980
Economic environment	244,794
Total depreciation expense – Governmental	<u>5,484,804</u>
<b>Business-type activities:</b>	
Utility Special District	1,995,123
Marina	831,199
Refuse	55,000
Stormwater	609,040
Total depreciation expense - Business-type	<u>3,490,362</u>
<b>Total depreciation expense</b>	<u><b>\$8,975,166</b></u>

**NOTE 6 – OPERATING LEASES**

The City leases buildings, office facilities and equipment under non-cancelable operating leases which are subject to appropriation. During the fiscal year, the City made payments of \$327,115 pursuant to the lease agreements.

The CRA leases commercial office space for its operations. During the fiscal year, the CRA made payments of \$121,620 pursuant to the lease agreements. The annual lease payment totals \$121,620 for the fiscal year ending September 30, 2017.

**THIS SPACE INTENTIONALLY LEFT BLANK.**

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**NOTE 7 – LONG TERM LIABILITIES**

Long term liability activity for fiscal year ended September 30, 2016 was as follows:

	<b>Beginning Balance Oct 1, 2015</b>	<b>Additions</b>	<b>Deletions</b>	<b>Ending Balance Sep 30, 2016</b>	<b>Due Within One Year</b>
<b>Governmental activities:</b>					
Bonds and notes payable	\$83,953,841	-	\$(2,194,000)	\$81,759,841	\$1,580,907
Bond premium	494,438	-	-	494,438	16,356
Net bonds & notes payable	84,448,279	-	(2,194,000)	82,254,279	1,597,263
Capital lease obligation	3,162,417	1,450,566	(993,872)	3,619,111	1,286,504
Net OPEB obligation	3,753,470	543,182	-	4,296,652	-
Net pension liability	24,725,949	(23,382,731)	-	1,343,218	-
Compensated absences	3,073,701	1,233,727	-	4,307,428	248,775
<b>Total governmental activities</b>	<b>119,163,816</b>	<b>(20,155,256)</b>	<b>(3,187,872)</b>	<b>95,820,688</b>	<b>3,132,542</b>
<b>Community redevelopment activities:</b>					
Bonds and notes payable	22,265,000	-	(1,855,000)	20,410,000	1,730,000
Capital lease obligation	33,255	-	(11,126)	22,129	6,218
Compensated absences	163,457	-	(94,099)	69,358	-
<b>Total community redevelopment activities</b>	<b>22,461,712</b>	<b>-</b>	<b>(1,960,225)</b>	<b>20,501,487</b>	<b>1,736,218</b>
<b>Business-type activities:</b>					
Bonds and notes payable	22,645,000	43,205,000	(740,000)	65,110,000	935,000
Bond premium	2,725,753	7,676,411	(40,868)	10,361,296	189,791
Net bonds & notes payable	25,370,753	50,881,411	(780,868)	75,471,296	1,124,791
Utility purchase obligation	740,738	-	(82,257)	658,481	89,085
Net OPEB obligation	630,664	8,329	(71,511)	567,482	-
Net pension liability	6,828,088	(8,004,471)	-	(1,176,383)	-
Compensated absences	370,955	29,569	(42,773)	357,751	29,739
<b>Total business-type activities</b>	<b>33,941,198</b>	<b>42,914,838</b>	<b>(977,409)</b>	<b>75,878,627</b>	<b>1,243,615</b>
<b>Total long term liabilities</b>	<b>\$175,566,726</b>	<b>\$22,759,582</b>	<b>\$(6,125,506)</b>	<b>\$192,200,802</b>	<b>\$6,112,375</b>

THIS SPACE INTENTIONALLY LEFT BLANK.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Governmental Activities**

*Capital Projects Notes, Series 2001*

*Capital Projects Notes, Series 2001*, was paid in full as of September 30, 2016.

*Community Redevelopment Projects Note, Series 2006*

CRA issued two series of bond anticipation notes to finance the development and implementation of capital projects included in the Community Redevelopment Plan. Series 2002A, in the amount of \$5,010,000, were issued in March 2002. Series 2003A, in the amount of \$2,000,000, were issued in August 2003. Series 2002A and Series 2003A Notes were retired in full on July 5, 2006. In July 2006, the City issued the *Community Redevelopment Projects Note, Series 2006* in the amount of \$7,175,876 to repay Series 2002A and 2003A Notes. Although Series 2006 Notes were issued by the City, the proceeds were used to refinance CRA debt and the CRA is making the debt service payments pursuant to its agreement with the City.

The Notes have a fixed interest rate of 4.19% per annum until expiration. Principal and interest payments are secured by a pledge of tax incremental revenues to the City which in turn has subordinated its interest to BB&T Bank and the Series 2011 Notes. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$475,907	\$152,386	\$628,293
2018	499,703	131,947	631,650
2019	524,688	110,486	635,174
2020	550,922	87,952	638,874
2021	578,468	64,291	642,759
2022-2023	1,245,153	52,808	1,297,961
<b>Total</b>	<b>\$3,874,841</b>	<b>\$599,870</b>	<b>\$4,474,711</b>

*Public Improvement Revenue Bonds, Series 2014*

The City issued the *Public Improvement Revenue Bonds, Series 2014* to fund infrastructure projects, reconstruction of streets within the City, and improvements to the Marina District Uplands.

A portion of the Series 2014 project involves a loan to the CRA to finance the cost of refurbishment and upgrade of property within Bicentennial Park and reconstruction of certain streets located within the Marina District Uplands. The loan is an unsecured obligation of the CRA and is expected to be repaid to the extent that CRA revenues are available to make such payments. Loan payments from the CRA are equal to the debt service payment due on the portion of the Series 2014 attributed to the CRA project.

Payment is due in semi-annual principal and interest installments and commenced on October 1, 2015. Stated interest rates on bonds are between 2.00% and 3.625% per annum.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$530,000	\$702,293	\$1,232,293
2018	585,000	691,144	1,276,144
2019	640,000	678,894	1,318,894
2020	695,000	662,069	1,357,069
2021	760,000	640,244	1,400,244
2022-2026	4,810,000	2,798,944	7,608,944
2027-2031	6,815,000	1,822,856	8,637,856
2032-2035	7,120,000	523,697	7,643,697
<b>Total</b>	<b>\$21,955,000</b>	<b>\$8,520,141</b>	<b>\$30,475,141</b>

*Taxable Public Improvement Revenue Bonds, Series 2015*

The City issued *Taxable Public Improvement Revenue Bonds, Series 2015* to pay the cost of funding the unfunded actuarial accrued liability (UAAL) of the City's three pension plans, make payments required to purchase past service credits for employees who opted to participate in the FRS, and to pay the costs of issuance of the Series 2015 bonds, including the premium for municipal bond insurance.

The Series 2015 bonds are not general obligations of the City within the meaning of the State of Florida, but are payable from and secured by a lien only on the pledged revenues and on the deposits in the funds and accounts, and the earnings on those deposits as provided by the bond's resolution.

Payments on the Series 2015 bonds are due in semi-annual principal and interest installments, which commenced on April 1, 2016. Stated interest rates on the bonds are between 1.227% and 5.116% per annum. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$575,000	\$2,509,360	\$3,084,360
2018	780,000	2,499,481	3,279,481
2019	1,005,000	2,482,189	3,487,189
2020	1,240,000	2,456,722	3,696,722
2021	1,570,000	2,420,960	3,990,960
2022-2026	11,955,000	11,027,150	22,982,150
2027-2031	22,570,000	7,735,911	30,305,911
2032-2035	16,235,000	1,896,501	18,131,501
<b>Total</b>	<b>\$55,930,000</b>	<b>\$33,028,274</b>	<b>\$88,958,274</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Capital Lease Obligations**

Oshkosh Capital

The City entered into a seven year capital leasing arrangement with Oshkosh Capital to acquire a fire ladder truck for the Fire Department. Future minimum lease obligations are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$90,292	\$8,286	\$98,578
2018	92,974	5,605	98,579
2019	95,735	2,843	98,578
<b>Total</b>	<b>\$279,001</b>	<b>\$16,734</b>	<b>\$295,735</b>

U.S. Bancorp

The City developed a fleet replacement schedule providing for critical public safety vehicles. Lease agreements were executed under a Master Lease Purchase Agreement with U.S. Bancorp Government Leasing and Finance Inc. Future minimum lease obligations are as follows:

Police Vehicles - Schedule 1

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$206,794	\$2,998	\$209,792
<b>Total</b>	<b>\$206,794</b>	<b>\$2,998</b>	<b>\$209,792</b>

Fire Apparatus - Schedule 2

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$114,067	\$8,341	\$122,408
2018	116,097	6,311	122,408
2019	118,164	4,244	122,408
2020	120,267	2,141	122,408
<b>Total</b>	<b>\$468,595</b>	<b>\$21,037</b>	<b>\$489,632</b>

Fire Pumper Trucks - Schedule 3

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$195,596	\$14,303	\$209,898
2018	199,077	10,821	209,899
2019	202,621	7,278	209,899
2020	206,228	3,671	209,899
<b>Total</b>	<b>\$803,522</b>	<b>\$36,073</b>	<b>\$839,595</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Police Vehicles - Schedule 4

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$203,838	\$5,954	\$209,792
2018	206,794	2,999	209,793
<b>Total</b>	<b>\$410,632</b>	<b>\$8,953</b>	<b>\$419,585</b>

Police Vehicles - Schedule 5

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$200,930	\$9,302	\$210,232
2018	203,985	6,248	210,233
2019	207,085	3,148	210,233
<b>Total</b>	<b>\$612,000</b>	<b>\$18,698</b>	<b>\$630,698</b>

Fire Apparatus - Schedule 6

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$274,987	\$13,752	\$288,739
2018	279,497	9,243	288,740
2019	284,081	4,659	288,740
<b>Total</b>	<b>\$838,565</b>	<b>\$27,654</b>	<b>\$866,219</b>

**Community Redevelopment Agency (CRA)**

Redevelopment Revenue Notes, Series 2011

In 2011, the CRA issued *Redevelopment Revenue Notes, Series 2011* in the amount of \$25,570,000 to acquire, construct and equip certain capital improvements according to the Community Redevelopment Plan. The notes bear a fixed interest rate of 4.44% per annum and paid semi-annually each February 1 and August 1. The notes are secured by a pledge of and first lien on the CRA's tax increment revenues. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$865,000	\$468,420	\$1,333,420
2018	900,000	430,014	1,330,014
2019	935,000	390,054	1,325,054
2020	975,000	348,540	1,323,540
2021	1,015,000	305,250	1,320,250
2022-2025	5,860,000	692,640	6,552,640
<b>Total</b>	<b>\$10,550,000</b>	<b>\$2,634,918</b>	<b>\$13,184,918</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Redevelopment Notes, Series 2013A & 2013B

In August 2013, the CRA repaid \$7,855,000 of the Series 2011 Notes by refinancing the debt and issuing two new tax-exempt notes: Series 2013A in the amount of \$3,550,000 and 2013B in the amount of \$8,000,000 were used to pay down the original debt and for the purposes as stated above. Series 2013A Notes bear interest at 3.01% per annum and will mature on August 1, 2025. Series 2013B Notes bear interest at 4.50% per annum. Series 2013A and 2013B Notes are secured by a pledge of and first lien on the CRA's tax increment revenues. Future debt service requirements to maturity are as follows:

Redevelopment Notes, Series 2013A

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$265,000	\$91,053	\$356,053
2018	280,000	83,076	363,076
2019	290,000	74,648	364,648
2020	295,000	65,919	360,919
2021	305,000	57,040	362,040
2022-2025	1,590,000	125,066	1,715,066
<b>Total</b>	<b>\$3,025,000</b>	<b>\$496,802</b>	<b>\$3,521,802</b>

Redevelopment Notes, Series 2013B

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$600,000	\$307,575	\$907,575
2018	620,000	280,575	900,575
2019	645,000	252,675	897,675
2020	675,000	223,650	898,650
2021	700,000	193,275	893,275
2022-2025	3,595,000	423,900	4,018,900
<b>Total</b>	<b>\$6,835,000</b>	<b>\$1,681,650</b>	<b>\$8,516,650</b>

**Capital Lease Obligation**

U.S. Bank

The CRA entered into equipment leasing arrangement to acquire equipment with U.S. Bank. Future minimum lease obligations are as follows:

<b>Year Ending September 30</b>	<b>Total</b>
2017	\$6,218
2018	6,218
2019	5,182
2020	4,511
<b>Total</b>	<b>\$22,129</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Business-type Activities**

Consolidated Utility:

USD assumed the *Water and Sewer Fund's* obligation to the previous owner of Consolidated Utility. The primary source of repayment of the debt is a pledge of net revenue collected from water and sewage usage. Payments are due monthly with an annual interest rate of 8 percent for a period of 35 years, ending September 2022. Future estimated debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$89,085	\$49,459	\$138,544
2018	96,478	42,065	138,543
2019	104,486	34,057	138,543
2020	113,158	25,385	138,543
2021	122,551	15,993	138,544
2022	132,722	5,821	138,543
<b>Total</b>	<b>\$658,480</b>	<b>\$172,780</b>	<b>\$831,260</b>

Water and Sewer Revenue Refunding Bonds, Series 2014

In September 2014, USD issued *Water and Sewer Revenue Refunding Bonds, Series 2014* with an aggregate principal amount of \$22,645,000 to refund and defease USD's outstanding *Water and Sewer Revenue Bonds, Series 2004* and to pay for costs of issuing the Series 2014 Bonds, including the premium for municipal bond insurance. USD called the refunded bonds for redemption on October 1, 2014.

USD has pledged funds to serve as security for the payment of bonds which consist of net revenues, impact fees that may be legally used for the payment of debt service, and applied in accordance with the provisions of the Bond Resolution, including investments, except the rebate fund. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$750,000	\$1,009,675	\$1,759,675
2018	770,000	983,025	1,753,025
2019	805,000	951,525	1,756,525
2020	835,000	914,550	1,749,550
2021	875,000	871,800	1,746,800
2022-2026	5,085,000	3,639,000	8,724,000
2027-2031	6,495,000	2,208,875	8,703,875
2032-2035	6,290,000	635,688	6,925,688
<b>Total</b>	<b>\$21,905,000</b>	<b>\$11,214,138</b>	<b>\$33,119,138</b>



**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

*Water and Sewer Revenue Bonds, Series 2016*

In August 2016, USD issued *Water and Sewer Revenue Bonds, Series 2016* with an aggregate principal amount \$33,205,000 to finance the costs of acquiring, constructing and equipping improvements and upgrades to the combined water supply, treatment and distribution system and wastewater collection system and to pay for costs of issuing the Bonds.

USD has pledged funds to serve as security for the payment of bonds which consist of net revenues, impact fees that may be legally be used for the payment of debt service, and applied in accordance with the provisions of the Bond Resolution, including investments, except the rebate fund. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$-	\$848,572	\$848,572
2018	870,000	1,638,500	2,508,500
2019	915,000	1,593,875	2,508,875
2020	965,000	1,546,875	2,511,875
2021	1,020,000	1,497,250	2,517,250
2022-2026	5,950,000	6,645,500	12,595,500
2027-2031	7,660,000	4,952,000	12,612,000
2032-2036	11,665,000	2,726,125	14,391,125
2037	4,160,000	104,000	4,264,000
<b>Total</b>	<b>\$33,205,000</b>	<b>\$21,552,697</b>	<b>\$54,757,697</b>

*Stormwater Management Utility Revenue Bonds, Series 2016*

In March 2016, the City issued *Stormwater Management Utility Revenue Bonds, Series 2016* with an aggregate principal amount \$10,000,000 to finance improvements to the stormwater system and to pay for costs of issuing the Bonds.

The City has pledged funds that serve as security for the payment of bonds which consist of net revenues, including investments, except the rebate fund. Future debt service requirements to maturity are as follows:

<b>Year Ending September 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2017	\$750,000	\$1,009,675	\$1,759,675
2018	770,000	983,025	1,753,025
2019	805,000	951,525	1,756,525
2020	835,000	914,550	1,749,550
2021	875,000	871,800	1,746,800
2022-2026	5,085,000	3,639,000	8,724,000
2027-2031	6,495,000	2,208,875	8,703,875
2032-2035	6,290,000	635,688	6,925,688
<b>Total</b>	<b>\$21,905,000</b>	<b>\$11,214,138</b>	<b>\$33,119,138</b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**NOTE 8 – JOINT VENTURES**

On September 9, 1992, the City entered into an interlocal agreement (the Agreement) with the City of West Palm Beach, the Town of Palm Beach, the City of Lake Worth, and Palm Beach County collectively referred to as the Entities for an initial period of thirty years with a renewable term of thirty years upon the consent of all the entities. Under the Agreement, the entities participate in the operation of a regional sewer plant, herein referred to as the East Central Regional Wastewater Treatment Facility (ECR). The purpose of the Agreement was to consolidate prior separate agreements into a single unified agreement to establish rules and procedures for the operation and management of the existing facility. After the Agreement of 1992, each participating entity held a financial interest in the ECR, whose purpose is to receive, treat, and dispose of sewage generated within each municipality and the County. In addition to providing services to the Entities, the ECR operates a septage receiving facility where private haulers can deposit wastewater into the treatment system.

On April 20, 2010, through USD Resolution No. 8-10UD, the ECR Interlocal Agreement was renewed for a term of thirty years commencing September 9, 2022 through September 9, 2052. The Agreement provides for the establishment of a Governing Board (the "Board"), comprised of one representative from each entity participating in the Agreement, to administer the ECR. Under the Agreement, the Board has the power to enter into contracts, employ personnel and enter into debt in accordance with Florida Statutes, Section 63.01(7). In accordance with the Agreement, the City of West Palm Beach operates and manages the ECR on behalf of the Board and is paid an administrative fee by the ECR members for those services.

The Agreement establishes the duties and responsibilities among the Entities for the operation of the ECR. The Agreement can be terminated only with the unanimous consent of the Entities. An Entity may withdraw from participation in the Agreement; however, the Entity will forfeit its interest and allocation in the ECR and would still be required to meet its obligations under the Agreement. In the event the ECR is sold or disposed of, proceeds of the sale or disposition shall be prorated among the entities, based on their reserve capacity as of the date of disposition. As of September 30, 2014, the City's interest in the ECR was 11.4285%.

The City has participating equity ownership in ECR. The terms of the Agreement provide that each entity is required to pay a proportional part of the annual operating costs, fund a separate Renewal and Replacement Account based on a percentage of the capital cost of the facility, and, make contributions towards fleet costs. All costs of operating the ECR, including depreciation, are shared by each of the entities based on actual flows of wastewater.

Costs associated with capital projects, renewal and replacement, and debt service are shared among the participating governments based on their pro-rata share of reserve capacity. Under the equity method, the City recorded its initial investment at cost and records its ongoing financial interest as an adjustment to the investment in joint venture for its share of the following: Any income or loss reported by the ECR; depreciation and loss on disposal of the ECR assets attributable to capital contributions; additional debt assumed for which the entities are obligated to repay; and capital and debt reserve contributions, including revenue earned by ECR on such contributions.

The ECR's financial statements for fiscal year ending September 30, 2015 have not been issued, as of the City's financial statement issuance. The ECR's latest available audited financial statements are for fiscal year ended September 30, 2014. Therefore, the amounts recorded by the City could be subject to revision in the future. The City does not believe that the joint venture is accumulating significant financial resources or experiencing financial stress that may cause a future benefit or burden to the City. The City believes that its investment in the ECR, as recorded, is fairly stated.

As of September 30, 2014, the ECR reported total assets of \$129,628,140 and total net assets of \$99,344,226 comprising of \$71,656,147 invested in capital assets net of related debt, \$22,814,051 restricted for construction, renewal, replacement and operations, and \$4,874,028 of unrestricted net assets.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

In order to expand the plant capacity to 70 million gallons per day (MGD), the ECR must meet certain Florida Department of Environmental Protection permitting requirements. In November 2011, ECR met the permitting requirements for rating the plant capacity at 70 MGD; however, demand for treatment capacity from the Entities does not currently equal 70 MGD.

Each Entity is required to make a minimum annual contribution to the renewal and replacement fund equal to 1% of the Entity's share of the facility's replacement value, as estimated by the Board. Once an Entity's renewal and replacement cash balance reaches 10% of its share of the replacement value, the Entity is not required to make annual payments until its cash balance falls below 5% of its share of that value. As of September 30, 2014 and 2013, the City of Riviera Beach is the only entity whose cash balance has ever exceeded 10% of its share of the replacement value.

The reserve capacity percentages based on a capacity of 70 MGD by entity as of September 30, 2014 are shown below. For fiscal year 2014, the Entities effected a 2% renewal and replacement contribution.

<b>Participant</b>	<b>Reserve Capacity</b>
City of West Palm Beach	29.2857 %
Palm Beach County	34.2857
City of Lake Worth	16.4286
City of Riviera Beach	11.4286
Town of Palm Beach	8.5714

During fiscal year 2015, the City made payments to the ECR of \$2,786,151 comprising \$404,884 for annual contribution to the ECR and \$2,381,267 towards monthly operating charges.

According to current generally accepted accounting principles, the City accounts for its interest in the joint venture under the equity method. The following is a reconciliation of the City's investment in the ECR as of September 30, 2015:

City's balance as of October 1, 2014	\$10,481,565
City's 11.4286% share of the ECR 2014 operating gain	872,089
City's ending balance as of September 30, 2015	<u><b>\$11,353,654</b></u>

The City's investment in the ECR's interest was \$11,353,654 and, as discussed above for consistency, was used to record and report balances in the City's financial statements for fiscal year ending September 30, 2015.

On November 25, 2014, the ECR issued the *Wastewater Treatment Facilities Revenue Bonds, Series 2014* with a par value of \$86,590,000. The proceeds of the bonds will be used together with certain other available funds of the ECR to (i) finance the 2014 project that is designed to improve the ECR facilities biosolids treatment processes and the quality of biosolids, reduce the volume of biosolids generated, reduce energy consumption, and generate renewal digester gases to in part be reused to generate energy for the biosolids digestion process, and (ii) pay certain costs of issuing the Series 2014 bonds. Based on the environmental benefits of the project, the ECR Board designated the project as a "Green Project" designed to be environmentally beneficial in the broad categories of sustainable waste management, energy efficiency and renewable energy.

The Series 2014 Bonds are limited obligations of the ECR, payable solely from and secured by the net revenues of the ECR, *pari-passu* with the ECR's bonds. The Series 2014 Bonds shall not be deemed to constitute a debt, liability or obligation of the ECR, the City of West Palm Beach, the Town of Palm Beach, the City of Riviera Beach, the City of Lake Worth or Palm Beach County, the State or any other political subdivision thereof within the meaning of any constitutional, statutory or charter provision or limitations, or

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

a pledge of the faith and credit of the ECR, the Entities, the State or any other political subdivision, but shall be payable solely from the net revenues of the ECR. Neither the ECR nor the entities are directly, indirectly, or contingently obligated to levy or pledge any form of taxation whatsoever for the payment of the Series 2014 Bonds, nor do the Series 2014 Bonds constitute a charge, lien, or encumbrance, upon any property of the ECR or the Entities.

Standard & Poor's (S&P), and Fitch Ratings (Fitch) have assigned ratings of AA+ and AA+, respectively, to the Series 2014 Bonds. Such ratings reflect only the view of such organizations and any desired explanation of the significance of such ratings may be obtained from the rating agency furnishing the same. There is no assurance that the ratings provided by S&P and Fitch, will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the agencies, if, in their judgment, circumstances so warrant. Any downward revisions or withdrawal of any such ratings may have an adverse effect on the market price of the Series 2014 bonds.

In addition to the Series 2014 bonds, the ECR has previously issued and has outstanding under the provisions of the Master Resolutions the following bonds: (i) \$11,000,000 in principal amount of Wastewater Facilities Revenue Bonds, Series 2013, proceeds of which funded a generator renewal project and certain preliminary costs of the 2014 project, including engineering design, legal and consulting costs. and (ii) \$14,000,000 in principal amount of Wastewater Facilities Revenue Bonds, Series 2012, proceeds of which were used to refund two State Revolving Fund loans.

The decision to issue the ECR Series 2014 bonds, to enter into future indebtedness, and the amount, structure and timing of such indebtedness, are decisions that are made by the ECR Board, and are not subject to the oversight or consent of the Entities. Under the Interlocal Agreement, the determination to issue debt requires approval by the members holding more than 50% of treatment capacity, and, in addition, by no less than 3 of the entities voting in favor of the decision. None of the entities have the power, independently, to place limits on the amount or structure of the amount or structure of the indebtedness the ECR Board decides to incur. However, any decisions made by the ECR Board to incur indebtedness obligates each entity to pay its proportionate share of such indebtedness, included within the Wastewater Flow Charges as an operating expense. As a result, payment of flow charges by an Entity to the ECR, including debt service payments required to be made by the ECR on the prior bonds and the Series 2014 bonds, are made prior to the entity's payment of debt service on the entity's utility system debt.

The ECR's complete financial statements, related questions or requests for additional financial information can be obtained from the City of West Palm Beach, Finance Department, 401 Clematis Street, West Palm Beach, Florida, 33401.

**NOTE 9 – INTERFUND RECEIVABLES, PAYABLES, & TRANSFERS**

Amounts receivable and payable, represent short term loans made between funds to cover negative cash balances at fiscal yearend. The outstanding balances between funds mainly result from the time lag between the dates that the goods and services are provided or reimbursable expenditures occur, when transactions are recorded in the accounting system, and payments are made between funds.

The CRA owes the City \$10,766,206 which includes: \$10,194,621 for payments made by the City on behalf of the CRA to OMRD for construction and improvements to the Ocean Mall and the municipal beach; \$233,744 represents service provided by the City to the CRA; \$331,247 for principal and interest payment made on behalf of the CRA for *Public Improvement Revenue Bonds, Series 2014*; \$6,131 for contributions made on behalf of CRA's employees participating in FRS; and \$463 for travel expenses.

During fiscal year 2015, the City provided certain services to the CRA and issued invoices amounting to \$283,465, of which the CRA is disputing \$233,502. As of September 30, 2016, the City recorded an allowance for the amount of \$233,502 as no action has been taken by the Council to write off the amount in dispute.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

The Marina Fund owes \$6,260,664 to the General Fund for short term loans made to cover negative cash balances.

The RB CDE owes \$7,298,000 to the CRA for the construction of the Event Center and an amount of \$8,092,727 is due from other funds which includes the advance of \$7,298,000 to the RB CDE and \$794,727 for reimbursements related to the Marina District improvements and maintenance costs of the Marina Village. As of September 30, 2016, interfund receivables and payables balances are as follows:

	<b>Due from Other Funds</b>	<b>Due to Other Funds</b>
<b>Governmental activities:</b>		
General Fund	\$7,802,084	\$564,971
Community Redevelopment Agency (CRA)	8,092,727	10,766,206
Capital Project Fund		114,268
Internal Service Fund	10,194,621	-
Non-major Governmental Funds	-	946,741
<b>Business-type activities:</b>		
Utility Special District		138,582
Marina	-	6,260,664
Riviera Beach CDE		7,298,000
<b>Total</b>	<b>\$26,089,432</b>	<b>\$26,089,432</b>

Transfers are used to move revenues from the fund that statute or budget requires to collect them, to the fund that statute or budget requires to expend them, move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations, and provide contributions and supplemental funding.

Transfers out from the General Fund and non-major governmental funds are to fund debt service requirements, promotional activities, capital improvements, housing assistance, and grant matching. Transfers to the General Fund and non-major governmental funds are primarily to fund capital projects, debt service requirements, and matching of grants.

As of September 30, 2016, interfund transfers are as follows:

<b>Transfer from (to):</b>	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Capital Project Fund</b>	<b>Non-major Governmental Funds</b>	<b>Enterprise Funds</b>	<b>Total</b>
General Fund	\$ -	(\$4,977,729)	(\$3,917,082)	\$722,824	\$499,031	(\$7,672,956)
Debt Service Fund	4,977,729	-	-	-	-	4,977,729
Capital Project Fund	3,917,082	-	-	-	-	3,917,082
Non-major Governmental Funds	(722,824)	-	-	-	-	(722,824)
Enterprise Funds	(499,031)	-	-	-	-	(499,031)
<b>Total</b>	<b>\$7,672,956</b>	<b>(\$4,977,729)</b>	<b>(\$3,917,082)</b>	<b>\$722,824</b>	<b>\$499,031</b>	<b>\$ -</b>

**NOTE 10 – RISK MANAGEMENT**

The City is exposed to the risks of theft, damage, and destruction of assets, errors and omissions, and natural disasters. The Risk Management program is a combination of self-insurance funded at a specified amount and commercial policies for potential claims or losses above the self-funding limit. The City purchases insurance to cover excess liabilities and catastrophic losses. Within the self-funded layer, the City's liability is limited to the following amounts per occurrence: third party liability - \$100,000; public officials/employment practices liability - \$100,000; workers' compensation - \$275,000; crime - \$25,000;

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

municipal property - \$100,000; utilities property - \$50,000; boiler & machinery - \$25,000, and cyber risk - \$25,000. The City maintains a total liability limit of \$1,500,000 for all self-insured losses before aggregate excess coverage applies. In the event of damage from a named windstorm, certain percentage deductibles apply, as is common for property insurance in the State of Florida. The total potential self-insured losses are funded through a Loss Fund which is administered by a third party.

The Risk Management program is accounted for in the Internal Service Fund. All operating funds participate in the program and make payments to the fund based on estimates of the amounts needed to pay prior and current claims. Expenses for claims paid are recorded in the individual funds and a transfer is used to record the reimbursement to the Internal Service Fund.

Pursuant to GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount provided by the third party administrator for claims that have been incurred but not reported. The result of the process to estimate the claims liability is not an exact amount, as it depends on factors, such as inflation, changes in legal doctrines, and damage awards. Claims are evaluated periodically. The claims liability estimate includes amounts for incremental claim adjustment expenses related to specific claims, other claim adjustment expenses regardless of whether allocated to specific claims or estimated recoveries. Settlements have not exceeded coverage for the past three fiscal years. Changes in the balances of claims liabilities during the past three fiscal years are as follows:

<b>Fiscal Year</b>	<b>Balance October 1</b>	<b>Claims and Changes in Estimates</b>	<b>Claim Payments</b>	<b>Balance September 30</b>
2014	\$ 1,739,624	\$ 2,232,735	\$ (1,739,587)	\$ 2,232,772
2015	2,232,772	3,283,748	(3,055,450)	2,461,070
2016	2,461,070	1,925,281	(2,124,559)	2,261,792

**NOTE 11 – PENSION PLANS**

During the fiscal year ended September 30, 2016, the City sponsored three separate single employer defined benefit pension plans: General Employees' Retirement System (GERS), Police Pension Fund (PPF), and Firefighters' Pension Trust Fund (FPTF). On February 4, 2015, the City Council approved an ordinance to allow its employees participation in the Florida Retirement System (FRS).

Pursuant to City Ordinance No. 4508 enacted by the City Council on February 4, 2015, all general employees and firefighters hired by the City on or after June 1, 2015, and elected officials, as of March 1, 2015, are required to participate in FRS instead of the City sponsored pension plans (Pension Plans). General employees and firefighters hired by the City before May 1, 2015, also were required to become compulsory participants in FRS, except for those general employees and firefighters who elected prior to June 1, 2015 not to participate in FRS.

Of the 266 general employees and firefighters hired by the City prior to June 1, 2015 who were previously in the Pension Plans, 241 elected to stay in the Pension Plans and not participate in FRS. For each of the 25 current employees opting to leave the Pension Plans and transfer the FRS, the City agreed to purchase up to 5-years of past service credits in FRS. The cost of these past service credit is expected to be approximately \$325,000. The City also agreed to purchase up to five years of past service credits in FRS for approximately 70 part-time employees at an estimated cost of \$300,000. In exchange, the Pension Plans retain all prior contributions made to the Pension Plans on behalf of those current employees and part time employees and the investment earnings thereon.

Based on the number of general employees and firefighters who are now participating in FRS, the City estimates that it's total required annual contribution to the Pension Plans and to FRS will be approximately

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

\$130,000 less than if all general employees and firefighters continued to be participants in the Pension Plans.

Ordinance No. 4058 does not apply to police officers, because the police officers voted not to join FRS. However, the City and the union representing the police offices have re-entered negotiations to discuss pension concessions. Discussions revolve around another FRS vote or modifications to the current plan to generate savings to the City equal to those that would be realized from joining FRS. If the police officers opt to join FRS, there is no way to predict how many police officers would elect to stay in the PPF and not participate in FRS, although based on the experience with the City's general employees and firefighters, it is expected that most current police officers would remain in the PPF.

The CRA has a separate retirement plan, a defined contribution plan, in which all employees participate. Employer contributions are from 6% to 8% of the employee's annual compensation with all contributions made by the CRA on behalf of the employees. Contributions are made directly to the investment fund selected by the employees and are held in the employee's name. The CRA maintains no additional liability or investment management duties as related to the investments. Vesting is 100%, effective at time of hire.

In September 2015, the City issued Taxable Public Improvement Bonds, Series 2015 to fund the unfunded accrued actuarial liability (UAAL) of the City's General Employees, Firefighters, and Police Pension funds. Refer to Note 7 - Long-term Obligations for further details on the Pension Obligation Bonds.

Independent Boards of Trustees administer each pension plan. Audited financial statements are issued separately for the PPF and FPTF. Actuarial valuations are issued separately for all the City's pension plans. Copies of the reports may be obtained from the City of Riviera Beach, Finance and Administrative Services Department, 600 W. Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**General Employees' Retirement System (GERS)**

**A. General Information**

**Plan Description**

The GERS covers all regular full time employees excluding members of the Police Pension Fund, Firefighters' Pension Trust Fund and Florida Retirement System Plans. GERS is reported as a trust fund in its financial statements, therefore, a separate set of financial statements is not issued. GERS is administered by a board of trustees comprising of seven members, of which four members are appointed by the Mayor with approval of the City Council, and three members are elected by GERS's participants.

GERS may be amended by the City Council from time to time. GERS was established under of the Code of Ordinances for the City of Riviera Beach, Part II, Chapter 14, Article II, and was recently amended under Ordinance No. 4001 passed and adopted on March 7, 2012. GERS is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes and the Internal Revenue Code.

As of June 1, 2015, the GERS is closed to new members.

**Benefits Provided**

A member may retire on the first day of the month coincident with or next following the earlier of: (1) age 65 regardless of Credited Service, or (2) age 55 with 10 years of Credited Service, or (3) age 52 1/2 with 15 years of Credited Service, or (4) age 50 with 20 years of Credited Service, or (5) when the total of age plus service equals 75. The normal retirement benefit is equal to 3% of the average monthly earnings for each year of service calculated, based on the highest two consecutive years of the last ten years of service

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

preceding the retirement or termination date.

A member may elect to retire earlier than the Normal Retirement Eligibility upon attainment of age 50 and 10 years of Credited Service and approval of the Board. The Normal Retirement Benefit is reduced by 1/15th for each of the first 5 years and 1/30th for each of the next 5 years by which the Early Retirement date precedes the Normal Retirement date.

Members may also receive retirement benefits other than through normal retirement. The plan document provides special details on the requirements and the payment calculation methods used to determine benefit payments.

**Summary of significant accounting policies**

*Basis of accounting:* GERS's financial statements are presented using the accrual basis of accounting. GERS member contributions are recognized in the period in which the contributions are due. Employer contributions are recognized when due, and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of GERS.

*Valuation of investments:* GERS investments are reported at fair value in the Statement of Plan Net Position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Securities traded on a national exchange are valued at the last reported sales price on the balance sheet date while securities without an established market are reported at estimated fair value.

**Income Tax Status**

GERS is exempt from federal income taxes under the Internal Revenue Code, and therefore recorded no income tax liabilities or expense.

**Contributions**

Employer and employee obligations to contribute, as well as employee contributions rates are included in the enabling pension statutes and agreements. Employees are required to contribute 6% of their earnings. The City's funding requirement is based on periodic actuarial valuations. The City contributes the remaining amount necessary to meet the normal cost of the plan and to make payments towards the liquidation of an unfunded past service liability. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year. For the fiscal year ended September 30, 2016, the City's actual contribution was \$1,901,653 or 21.39% of payroll.

**GERS's membership information**

As of September 30, 2016, GERS's membership consisted of:

Retirees and beneficiaries currently receiving benefits, including DROP and terminated employees entitled to, but not yet receiving benefits	209
Active employees	<u>172</u>
<b>Total members</b>	<b><u>381</u></b>



**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**B. Net Pension Liability**

The Net Pension Liability (NPL) is the difference between the Total Pension Liability (TPL) and GERS's Fiduciary Net Position (FNP). The TPL is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. NPL is based on an actuarial valuation performed as of September 30, 2015.

Total pension liability	\$95,907,220
Fiduciary net position	<u>100,138,810</u>
<b>Net pension liability</b>	<b><u><u>\$(4,231,590)</u></u></b>

**C. Schedule of Changes in Net Pension Liability**

The Change in Net Pension Liability for the fiscal year ended September 30, 2016 (based on a measurement year ended September 30, 2015) is presented below:

<b>Total pension liability</b>	
Service cost	\$2,501,084
Interest	7,077,437
Differences between expected and actual experience	725,132
Changes of benefits	(1,185,639)
Benefit payments, including refunds of member contributions	(10,047,191)
Refunds	<u>(103,879)</u>
<b>Net change in total pension liability</b>	<b><u>(1,033,056)</u></b>
Total pension liability - beginning	<u>96,940,276</u>
Total pension liability - ending	<u>95,907,220</u>
<b>Plan fiduciary net position</b>	
Contributions - City	36,283,028
Contributions - Members	618,751
Net investment income	2,232,802
Benefit payments, including share distributions	(10,047,191)
Refund of contributions	(103,879)
Administrative expenses	<u>(163,633)</u>
Net change in plan fiduciary net position	<u>28,819,878</u>
Plan fiduciary net position - beginning	<u>71,318,932</u>
Plan fiduciary net position - ending	<u>100,138,810</u>
<b>City's net pension (asset) liability</b>	<b><u><u>\$(4,231,590)</u></u></b>
 Plan fiduciary net position as a percentage of total pension liability	 104.41%
Covered employee payroll	\$10,312,517
Net pension liability as a percentage of covered employee payroll	(41.03)%

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**D. Pension Expense**

For the fiscal year ended September 30, 2016, the City recognized pension expense of \$3,152,630 recognized as follows:

Service cost	\$2,501,084
Interest on total pension liability	7,077,437
Current period benefit changes	(1,185,639)
Less: Employee contributions	(618,751)
Less: Projected earnings on plan investments	(5,373,057)
Pension plan administrative expenses	163,633
Other changes in plan fiduciary net position	-
Other changes in total pension liability (contribution to share plan a/c)	-
Recognition of outflow (inflow) of resources due to liabilities	300,741
Recognition of outflow (inflow) of resources due to assets	287,182
<b>Total pension expense</b>	<b><u>\$3,152,630</u></b>

**Schedule of Deferred Outflows and Inflows of Resources**

Deferred outflows of resources and deferred inflows of resources by source reported by the City as of September 30, 2016 are as follows:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$300,741	\$ -
Changes of assumptions	-	-
Net difference between projected and actual earnings on pension plan investments	628,051	340,869
<b>Total</b>	<b><u>\$928,792</u></b>	<b><u>\$340,869</u></b>

The deferred outflows and deferred inflows of resources related to the pension plan, totaling \$2,323,880 from the City's contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016. Other amounts reported as deferred outflows and deferred inflows of resources related to GERS will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2017	\$587,923
2018	587,923
2019	485,451
2020	662,583
<b>Total</b>	<b><u>\$2,323,880</u></b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**E. Assumptions and Other Data**

**Discount Rate**

The discount rate reported is based on the certified actuarial report and is used to measure the total pension liability as of September 30, 2016. A single discount rate of 7.50% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on GERS investments of 7.50%. The projection of cash flows used to determine this single discount rate assumed that GERS's member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, GERS's fiduciary net position was projected to be available to make all projected future payments of current GERS members. Therefore, the long term expected rate of return on GERS's investments (7.50%) was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption**

Regarding the sensitivity of the net position liability to changes in the single discount rate, the following presents GERS's net pension liability, calculated using a single discount rate of 7.50%, as well as what GERS's net pension liability would be if it were calculated using a single discount rate that is 1-percentage-point lower or 1-percentage-point-higher:

<b>1% Decrease (6.50%)</b>	<b>Current Single Discount Rate Assumption (7.50%)</b>	<b>1% Increase (8.50%)</b>
\$ 5,469,259	\$(4,231,590)	\$(12,478,976)

**Actuarial Methods and Assumptions**

Actuarial methods and significant actuarial assumptions used to determine the NPL for the current fiscal year are as follows:

Valuation date	September 30, 2015
Actuarial cost method	Entry age normal
Inflation	3.0%
Salary increases	6.2% to 11%, depending on service, including inflation
Investment rate of return	7.5%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition
Mortality	RP-2000 Combined Healthy Participant Mortality Table for males and females with mortality improvement projected to all future years after 2000 using Scale AA

**Riviera Beach Police Pension Fund (PPF)**

**A. General Information**

**Plan Description**

PPF is a single employer defined benefit plan established by the City of Riviera Beach on May 14, 1957. PPF was created to provide retirement benefits to all regular full-time employees of the City classified as police officers, which includes both law enforcement officers and supervisory and command personnel. PPF is administered by an independent board of trustees consisting of five members, two of whom are

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

appointed by the City Council and three of whom are elected. The PPF Board has the ability to make recommendations on establishing and amending PPF's provisions which can only be authorized by the City Council. Since PPF is sponsored by the City, PPF is included as a pension trust fund in the City's financial statements.

**Benefits Provided**

A police officer may retire and receive normal retirement benefit upon age of 55 with ten or more years of credited service or attainment of age 50 with 20 years of credited service. Upon normal retirement members will receive a monthly benefit amount equal to 3% of the member's average final compensation multiplied by the number of years of credited service. The average final compensation is calculated based on the highest two (2) consecutive during the member's last ten (10) years of contributing service. Police officers may also receive retirement benefits other than through normal retirement. PPF's financial statements provide details on the requirements and the payment calculation methods used to determine benefit payments.

**Summary of significant accounting policies**

*Basis of accounting:* PPF's financial statements are prepared based on the accrual basis of accounting and in accordance with generally accepted accounting principles in the U.S. Member contributions are recognized as revenues in the period which contributions are due. Employer contributions are recognized as revenue when due pursuant to the actuarial valuation. Share plan contributions are recognized as revenue in the period in which they are approved by the State. Expenditures incurred, benefits and refunds owed, are recognized when due and payable in accordance with the terms of PPF rather than when paid. Interest and other income are recorded as earned and dividend income is recorded as of the ex-dividend date.

*Cash and cash equivalents:* PPF's cash and cash equivalents are invested in securities with maturities of three months or less from the date of acquisition.

*Investments:* Investments are recorded at fair value in the Statement of Plan Net Position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The diversity of the investment types in which PPF has entered into requires a range of techniques to determine fair value. The overall valuation process and information sources by major investment classification are as follows:

*Debt securities:* Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government sponsored agencies and corporate bonds. These securities can typically be valued using the close or last traded price on a specific date. When quoted prices are not available, fair value is determined based on valuation methods that use inputs that include market observable inputs, which include recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

*Equity securities:* These include domestic common stock and equity international fund. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars in effect at the end of the fiscal year. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

Unrealized gains and losses are presented as net appreciation in fair value of investments on the statement of changes in plan net position along with gains and losses realized on sales of investments. Purchases and sales of securities are reflected on a trade-date basis. Interest income is recognized as earned and

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

dividend income is recorded as of the ex-dividend date. Realized gains and losses on the sale of investments are based on average cost identification method.

**Income Tax Status**

PPF is exempt from federal income taxes under the Internal Revenue Code and therefore recorded no income tax liabilities or expense.

**Contributions**

Employer and employee obligations to contribute, as well as employee contribution rates are included in the enabling pension statutes and agreements. Employees are required to contribute 8% of their earnings to PPF. Pursuant to Florida Statutes, Chapter 185, a contribution from the State of Florida Department of Insurance consist of a tax imposed by the City upon certain casualty insurance policies covering property within the City for property and casualty coverage and annually remits a contribution to PPF. The allowable portion of the State contribution is used to reduce the City's contribution when received. The City is expected to contribute such additional amounts necessary on an actuarial basis to fund PPF's expenses, normal cost, and to amortize the unfunded actuarial accrued liability. Pension expense is determined based on an annual actuarial calculation. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year.

For fiscal year ending September 30, 2016, the City funded pension expense based on the required employer contribution amount as determined by the actuarial valuation. For the fiscal year ending September 30, 2016, the actual City (employer) contributions, for active members and the State contributions totaled \$1,197,938 which includes \$966,436 from the City, \$231,502 from the State under Chapter 185, and were made in accordance with the contribution requirements determined by an actuarial valuation of PPF.

**Plan's membership information**

As of September 30, 2016, PPF's membership consisted of:

Retirees and beneficiaries currently receiving benefits, including DROP and terminated employees entitled to, but not yet receiving benefits	90
Active employees	94
<b>Total members</b>	<b><u>184</u></b>

**B. Net Pension Liability**

The Net Pension Liability (NPL) is the difference between the Total Pension Liability (TPL) and Fiduciary Net Position (FNP). The TPL is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. NPL is based on an actuarial valuation performed as of September 30, 2014.

Total pension liability	\$68,951,579
Fiduciary net position	70,119,256
<b>Net pension (asset) liability</b>	<b><u><u>\$(1,167,677)</u></u></b>

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**C. Schedule of Changes in Net Pension Liability**

The Change in Net Pension Liability for the fiscal year ended September 30, 2016 (based on a measurement year ended September 30, 2014) is presented below:

<b>Total pension liability</b>	
Service cost	\$1,373,828
Interest	4,945,789
Changes in benefit terms	1,648,461
Difference between expected and actual experience of pension liability	509,736
Increase in DROP account liabilities	(1,560,756)
Benefit payments	(6,351,580)
Changes of assumptions	1,636,347
Refunds	(69,018))
<b>Net change in total pension liability</b>	<b>484,346</b>
Total pension liability - beginning	68,467,233
Total pension liability - ending	<u>68,951,579</u>

<b>Plan fiduciary net position</b>	
Contributions – City & State	1,197,938
Contributions - Members	498,883
Net investment income	5,442,481
Benefit payments, including share distributions	(6,351,580)
Refund of contributions	(69,018)
Administrative expenses	(163,192)
Other	8,795
<b>Net change in plan fiduciary net position</b>	<b>564,307</b>
Plan fiduciary net position - beginning	69,554,949
Plan fiduciary net position - ending	<u>70,119,256</u>
<b>City's net pension (asset) liability</b>	<b><u>\$(1,167,677)</u></b>

Plan fiduciary net position as a percentage of total pension liability	101.69%
Covered employee payroll	\$6,260,283
Net pension liability as a percentage of covered payroll	(18.65%)

**D. Pension Expense**

For the fiscal year ended September 30, 2016, the City recognized pension expense of \$965,478 recognized as follows:

Service cost	\$1,373,828
Interest on total pension liability	4,945,789
Current period benefit changes	-
Less: Employee contributions	(498,883)
Less: Projected earnings on plan investments	(5,033,690)
Pension plan administrative expenses	163,192
Other changes in plan fiduciary net position	(8,795)
Other changes in total pension liability (net change in DROP account liabilities)	(1,560,756)
Recognition of outflow (inflow) of resources due to liabilities	848,977
Recognition of outflow (inflow) of resources due to assets	735,816
<b>Total pension expense</b>	<b><u>\$965,478</u></b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Schedule of Deferred Outflows and Inflows of Resources**

Deferred outflows of resources and deferred inflows of resources by source reported by the City as of September 30, 2016 are as follows:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$311,518	\$ -
Changes of assumptions	537,459	-
Net difference between projected and actual earnings on pension plan investments	817,574	81,758
<b>Total</b>	<b><u>\$1,666,551</u></b>	<b><u>\$81,758</u></b>

The deferred outflows and deferred inflows of resources related to the pension plan, totaling \$3,735,944 from the City's contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016. Other amounts reported as deferred outflows and deferred inflows of resources related to PPF will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2017	\$1,584,793
2018	1,465,655
2019	767,254
2020	(81,758)
<b>Total</b>	<b><u>\$3,735,944</u></b>

**E. Assumptions and Other Data**

**Discount Rate**

The discount rate reported is based on the certified actuarial report and is used to measure the total pension liability as of September 30, 2016. A single discount rate of 7.50% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on the pension plan investments of 7.50%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, PPF's fiduciary net position was projected to be available to make all projected future payments of current PPF members. Therefore, the long term expected rate of return of 7.50% on PPF's investments was applied to all periods of projected benefit payments to determine the total pension liability.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption**

Regarding the sensitivity of the net position liability to changes in the single discount rate, the following presents the PPF's net pension liability, calculated using a single discount rate of 7.50%, as well as what PPF's net pension liability would be if it were calculated using a single discount rate that is 1-percentage-point lower or 1-percentage-point-higher:

<b>1% Decrease 6.50%</b>	<b>Current Single Discount Rate Assumption 7.50%</b>	<b>1% Increase 8.50%</b>
\$6,090,385	\$ (1,167,677)	\$ (7,407,187)

**Actuarial Methods and Assumptions**

Actuarial methods and significant actuarial assumptions used to determine NPL for the current fiscal year are as follows:

Valuation date	September 30, 2015
Actuarial cost method	Individual entry age normal
Amortization method	Level percent of payroll, closed
Single equivalent amortization period	5 to 25 years
Actuarial assumptions:	
Asset valuation method	5-year smoothed market
Investment rate of return	7.5%
Projected salary increase	4.9% to 8.6% including inflation
Salary inflation	4.5%
Mortality assumption	RP-2000 Combined Mortality table

**Firefighters' Pension Trust Fund (FPTF)**

**A. General Information**

**Plan Description**

The Riviera Beach Firefighters' Pension Trust Fund (FPTF) is a single employer defined benefit pension plan established by the City. FPTF reflects the provisions and requirements set forth in Chapter 14 of the Code of Ordinances of the City. FPTF was created to provide retirement benefits for all regular full-time employees of the City classified as firefighters which includes fire department officers. FPTF is administered by an independent board of trustees comprising five members, two of whom are appointed by the City Council and three of whom are elected. Since FPTF is sponsored by the City, FPTF is included as a pension trust fund in the City's financial statements.

As of June 1, 2015, the FPTF is closed to new members.

**Benefits Provided**

A member of FPTF may retire with normal retirement benefits at the earlier of age 55 and 10 years on credited service or after accumulating 20 years of credited service, regardless of age. Early retirement benefits are available once a member reaches age 50 and accumulates 10 years of credited service.

Normal retirement benefits are 3% of the member's average final compensation times the member's number of years of credited service. Early retirement benefits are the same of normal retirement benefits except they are actuarially reduced (not more than 3% per year) if payable immediately.



**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

Average final compensation for purposes of calculating benefits is the average salary during the highest 2 years of the last 10 years of a member's contributing service. Pay for unused leave at time retirement is included in this average. Members may also receive retirement benefits other than through normal retirement, such as eligibility for disability and death benefits. FPTF's financial statements provide details on the requirements and the payment calculation methods used to determine benefit payments.

**Summary of significant accounting policies**

*Basis of accounting:* FPTF's financial statements are prepared based on the accrual basis of accounting and in accordance with generally accepted accounting principles in the U.S. Member contributions are recognized as revenues in the period which contributions are due. Employer contributions are recognized as revenue when due pursuant to the actuarial valuation. Share plan contributions are recognized as revenue in the period in which they are approved by the State. Expenditures incurred, benefits and refunds owed, are recognized when due and payable in accordance with the terms of FPTF rather than when paid. Interest and other income are recorded as earned and dividend income is recorded as of the ex-dividend date.

*Cash equivalents:* FPTF considers all highly liquid investment securities, with an original maturity of one year or less when purchased to be cash equivalents.

*Investments:* Investments are recorded at fair value in the Statement of Plan Net Position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The diversity of the investment types in which FPTF has entered into requires a range of techniques to determine fair value. The overall valuation process and information sources by major investment classification are as follows:

*Debt securities:* Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government sponsored agencies and corporate bonds. These securities can typically be valued using the close or last traded price on a specific date. When quoted prices are not available, fair value is determined based on valuation methods that use inputs that include market observable inputs, which include recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

*Equity securities:* These include domestic common stock and equity international fund. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars in effect at the end of the fiscal year. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

*Real estate:* Real estate funds are valued using their respective net asset value (NAV) as of the end of the fiscal year. The most significant input into the NAV of such funds is the fair value of the investment holdings. These holdings are valued on a quarterly or semi-annual basis, in conjunction with management and investment advisors.

Unrealized gains and losses are presented as net appreciation in fair value of investments on the statement of changes in plan net position along with gains and losses realized on sales of investments. Purchases and sales of securities are reflected on a trade-date basis. Interest income is recognized as earned and dividend income is recorded as of the ex-dividend date. Realized gains and losses on the sale of investments are based on average cost identification method.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Income Tax Status**

FPTF is exempt from federal income taxes under the Internal Revenue Code, and therefore recorded no income tax liabilities or expense.

**Contributions**

Employer and employee obligations to contribute, as well as employee contributions rates are included in the enabling pension statutes and agreements. Employees are required to contribute 8% of their covered salary to FPTF. Pursuant to Florida Statutes, Chapter 175, FPTF receives a contribution from the State for excise taxes collected on casualty and fire insurance premiums on policies written within the City. The City is required to contribute after offset by the allowable amount received from the State of Florida, an amount sufficient to place FPTF on a sound financial basis as determined by actuarial valuation. The allowable portion of the State contribution is used to reduce the City's contribution when received. The City is expected to contribute such additional amounts necessary on an actuarial basis to fund FPTF expenses, normal cost, and to amortize the unfunded actuarial accrued liability.

Pension expense is determined based on an annual actuarial calculation. The actuarial valuation is performed at the beginning of the preceding fiscal year and is used to determine the pension funding required during the next budget year. For fiscal year ending September 30, 2015, the City funded pension expense based on the based on the required employer contribution amount as determined by the actuarial valuation.

For the fiscal year ending September 30, 2016, the actual employer and State contributions were \$1,413,133 and \$86,456 respectively, for a total of \$1,499,589.

**Plan membership information**

As of September 30, 2016, FPTF's membership consisted of:

Retirees and beneficiaries currently receiving benefits, including DROP, and terminated employees entitled to, but not yet receiving benefits	60
Active employees	62
<b>Total members</b>	<b><u>122</u></b>

**B. Net Pension Liability**

The Net Pension Liability (NPL) is the difference between the Total Pension Liability (TPL) and Fiduciary Net Position (FNP). The TPL is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. NPL is based on an actuarial valuation performed as of September 30, 2014.

Total pension liability	\$72,662,226
Fiduciary net position	<u>72,693,756</u>
<b>Net pension (asset) liability</b>	<b><u>\$(31,530)</u></b>

**CITY OF RIVIERA BEACH**  
**NOTES TO THE BASIC FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**C. Schedule of Changes in Net Pension Liability**

The Change in Net Pension Liability for the fiscal year ended September 30, 2016 is presented below:

<b>Total pension liability</b>	
Service cost	\$1,697,839
Interest	4,855,614
Changes of benefit terms	(64,553)
Differences between expected and actual experience	1,648,461
Changes of assumptions	1,737,554
Benefit payments, including refunds of member contributions	(4,600,087)
Other - contributions to share plan accounts	269,930
<b>Net change in total pension liability</b>	<b>5,544,758</b>
Total pension liability - beginning	67,117,468
Total pension liability - ending	<u>72,662,226</u>
<b>Plan fiduciary net position</b>	
Contributions - City	14,937,238
Contributions - State	356,386
Contributions - Members	400,547
Net investment income	1,536,397
Benefit payments, including share distributions	(4,600,087)
Administrative expenses	(117,514)
Net change in plan fiduciary net position	<u>12,513,012</u>
Plan fiduciary net position - beginning	60,180,744
Plan fiduciary net position - ending	<u>72,693,756</u>
<b>City's net pension (asset) liability</b>	<b><u>\$(31,530)</u></b>
Plan fiduciary net position as a percentage of the total pension liability	100.04%
Covered employee payroll	\$5,022,618
Net pension liability as a percentage of covered payroll	(0.63)%

**D. Pension Expense**

For the fiscal year ended September 30, 2016, the City recognized pension expense of \$3,175,442 recognized as follows:

Service cost	\$1,697,839
Interest on total pension liability	4,855,614
Current period benefit changes	\$64,553
Less: Employee contributions	(400,547)
Less: Projected earnings on plan investments	(4,321,984)
Pension plan administrative expenses	117,514
Other changes in total pension liability (contribution to share plan a/c)	269,930
Recognition of outflow (inflow) of resources due to liabilities	713,277
Recognition of outflow (inflow) of resources due to assets	308,358
<b>Total pension expense</b>	<b><u>\$3,175,442</u></b>

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Schedule of Deferred Outflows and Inflows of Resources**

Deferred outflows of resources and deferred inflows of resources by source reported by the City as of September 30, 2016 are as follows:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$457,906	\$227,283
Changes of assumptions	482,654	-
Net difference between projected and actual earnings on pension plan investments	557,117	248,765
<b>Total</b>	<b><u>\$1,497,677</u></b>	<b><u>\$476,048</u></b>

The deferred outflows and deferred inflows of resources related to the pension plan, totaling \$3,473,066 from the City's contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016. Other amounts reported as deferred outflows and deferred inflows of resources related to FPTF will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2017	\$1,021,629
2018	1,021,631
2019	872,687
2020	557,119
<b>Total</b>	<b><u>\$3,473,066</u></b>

**E. Assumptions and Other Data**

**Discount Rate**

The discount rate reported is based on the certified actuarial report and is used to measure the total pension liability as of September 30, 2016. A single discount rate of 7.15% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on trust fund investments of 7.15%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, FPTF's fiduciary net position was projected to be available to make all projected future payments of current FPTF members. Therefore, the long term expected rate of return on FPTF's investments (7.15%) was applied to all periods of projected benefit payments to determine the total pension liability.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption**

Regarding the sensitivity of the net position liability to changes in the single discount rate, the following presents FPTF's net pension liability, calculated using a single discount rate of 7.30%, as well as what FPTF's net pension liability would be if it were calculated using a single discount rate that is 1-percent-point lower or 1-percent-point-higher:

<b>1% Decrease (6.15%)</b>	<b>Current Single Discount Rate Assumption (7.15%)</b>	<b>1% Increase (8.15%)</b>
\$7,841,201	\$(31,530)	\$6,629,514

**Actuarial Methods and Assumptions**

Actuarial methods and significant actuarial assumptions used to determine the NPL for the current fiscal year are as follows:

Valuation date	September 30, 2015
Actuarial cost method	Entry age normal
Investment rate of return	7.15%
Salary increase	7.5%
Inflation	3.0%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition
Mortality	75% of RP-2000 Combined Healthy Participant Mortality Table for males and females with mortality improvement projected to all future years after 2000 using Scale AA; 25% of 1983 Group Annuity Mortality Table for males and females.

**Florida Retirement System (FRS)**

City employees that do not participate in one of the City sponsored pension plans, participate in the Florida Retirement System (FRS). As provided by Florida Statutes, Chapters 112 and 121, the FRS provides two cost sharing, multiple employer defined benefits plans administered by the Florida Department of Management Services, Division of Retirement, including FRS Pension Plan and the Retiree Health Insurance Plan (HIP). Under Florida Statutes, Section 121.4501, the FRS also provides a defined contribution plan (Investment Plan) alternative to the FRS Pension Plan, which is administered by the State Board of Administration (SBA). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Florida Statutes, Chapter 121 and Florida Administrative Code, Chapter 60S. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000 or from website:  
[www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**FRS Pension Plan**

**A. General Information**

**Plan Description**

The FRS Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees.

**Benefits Provided**

Benefits under FRS are computed on the basis of age, average final compensation, and service credit. For FRS members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service. Elected Officers' class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service.

FRS members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Florida Statutes, Section 121.101, if the member is initially enrolled in FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011 and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

**Contributions**

Effective July 1, 2011, all enrolled members of FRS, other than DROP participants, are required to contribute 3% of their salary to FRS. In addition to member contributions, governmental employers are

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. Employer contribution rates by job class for the period from October 1, 2015 to June 30, 2016 and July 1, 2016 to September 30, 2016, respectively, were as follows: Regular - 7.37% and 7.26%, Special Risk - 19.82% and 22.04%, Special Risk Administrative - 42.07% and 32.95%, Elected Officers - 43.24% and 42.27%, Senior Management Service - 21.14% and 21.43% and DROP participants - 12.28% and 18.75%. These employer contribution rates include 1.20% and 1.26% HIS Plan subsidy for the periods October 1, 2015 through June 30, 2016 and from July 1, 2016 through September 30, 2016, respectively.

**B. Net Pension Liability**

As of September 30, 2016, the City reported a liability of \$3,834,639 for its proportionate share of the FRS's net pension liability. At June 30, 2016, the City's proportionate share was 0.0151%. Fiscal year 2015 was the first year that the City calculated its proportionate share of FRS's net pension liability.

For the fiscal year ended September 30, 2016, the City recognized pension expense of \$920,497. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

**C. Schedule of Deferred Outflows and Deferred Inflows of Resources**

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$293,609	\$36,703
Changes of assumptions	231,984	-
Net difference between projected and actual earnings on pension plan investments	1,764,076	772,868
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	1,797,988	-
<b>Total</b>	<b><u>\$4,087,657</u></b>	<b><u>\$809,571</u></b>

The deferred outflows of resources related to FRS, totaling \$111,346 resulting from City contributions to FRS subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016.

**Actuarial Assumptions**

The total pension liability in the FRS actuarial valuation for June 30, 2016 was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.6%
Salary increases	3.25%, average, including inflation
Investment rate of return	7.65%, net of pension plan investment expense, including inflation
Mortality	Generational RP-2000 with Projection Scale BB tables

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Retiree Health Insurance Subsidy (HIS)**

**A. General Information**

**Plan Description**

The HIS Plan is a cost-sharing multiple employer defined benefit pension plan established under Florida Statutes, Section 112.363, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

**Benefits Provided**

For the fiscal year ended September 30, 2016, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum of HIS payment of \$30 and a maximum of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

**Contributions**

HIS is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2016, the HIS contribution for the period October 1, 2015 through June 30, 2016 and from July 1, 2016 through September 30, 2016 required was 1.20% and 1.26%, respectively. The City contributed 100% of its statutorily required contributions for the current year. HIS contributions are deposited in a separate trust fund from which payments are authorized. HIS benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

**B. Net Pension Liability**

As of September 30, 2016, the City reported a liability of \$1,762,993 for its proportionate share of the HIS program's net pension liability. The City's proportionate share was 0.0151%.

**C. Pension Expense**

For the fiscal year ended September 30, 2016, the City recognized pension expense of \$343,718.



**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**Schedule of Deferred Outflows and Inflows of Resources**

The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$4,015
Changes of assumptions	276,658	-
Net difference between projected and actual earnings on pension plan investments	891	-
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	1,221,506	-
<b>Total</b>	<b><u>\$1,499,058</u></b>	<b><u>\$4,015</u></b>

The deferred outflows of resources related to the HIS Plan, totaling \$17,478 resulting from City contributions to HIS subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016.

**Pension Plan Fiduciary Net Position**

Detailed information regarding the HIS's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

**FRS Investment Plan**

**A. General Information**

**Plan Description**

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Florida Statutes, Section 121.4501, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of the investment funds. Benefit terms, including contribution requirements for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class as the Pension Plan.

**Contributions**

Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the FRS Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04% of payroll and by forfeited benefits of plan members. Allocations to the investment member's accounts during the FY 2014/2015 as established by Florida Statutes, Section 121.72, are based

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

on a percentage of gross compensation, by class as follows: Regular class 6.30%, Special Risk Administrative Support class 7.95%, Special Risk class 14.00%, Senior Management Service class 7.67% and City Elected Officers class 11.34%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will forfeit the accumulated account balance. For fiscal year ended September 30, 2015, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

**Benefits Provided**

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the FRS Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either the transfer the account balance to the FRS Pension Plan when approved for disability retirement guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the FRS Investment Plan and rely upon the account balance for retirement income.

**NOTE 12 – OTHER POST-EMPLOYMENT BENEFITS**

The Other Post-Employment Benefits (OPEB) Plan is reported in accordance with GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions*. GASB No. 45 requires employer governments to account for and report the annual cost of OPEB in the same manner as pensions. The City recognizes the cost of post-employment healthcare in the year when the employee's services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on future cash flows.

According to Florida Statutes, the City is required to permit eligible retirees and their eligible dependents to participate in the City's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available to active employees. Retirees are required to pay the full amount of the premium in order to remain covered under the medical plan. Premiums charged by the insurance company are based on the blending of the experience among active employees and older retired employees. Since retirees tend to have higher costs, the City is subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees, which is referred to as the implicit rate subsidy.

**Plan Description**

Full-time employees who satisfy the disability, early or normal retirement provisions of the applicable City sponsored plan may be eligible for certain OPEB. OPEB include lifetime access to coverage for retirees and their dependents under the medical and prescription plans and participation in the City's dental, vision, and life insurance plans.

Eligible retirees may choose the same medical plan options available for active employees. Dependents of retirees may be covered at the retiree's option, same as dependents of active employees. Prescription drug coverage is automatically extended to retirees and dependents who continue coverage under any one of the medical plan options. Covered retirees and dependents are subject to the same medical and prescription benefits and rules for coverage as active employees. Retirees and dependents age 65 and over are not required to enroll in Part B under Medicare. The plan pays as secondary for claims, otherwise covered under Part B.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Retirees may continue their participation in the City's dental, vision, and life insurance plans. However, these benefits are not considered as other post-employment benefits for the purposes of GASB No. 45.

**Funding Policy**

OPEB benefits are unfunded. There is no separate trust fund or equivalent arrangement into which contributions are made. The subsidies are financed by the general assets of the City. Approved benefits are paid by the City when due. Consequently, according to GASB No. 45, the interest discount rate used to calculate the present values and costs of OPEB must be long-range expected return on such short-term fixed income instruments.

**Plan membership**

Based on the actuarial valuation results as of October 1, 2015, the number of participants included in the plan is as follows:

Retired participants	28
Active employees	415
<b>Total</b>	<b><u>443</u></b>

**Actuarial Methods and Assumptions**

In any long-term actuarial valuation, demographic, economic and behavioral assumptions are made concerning the population, investment discount rates, and benefits provided. Future determinations of the funded status of the plan and the employer's annual required contributions are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. Actuarial assumptions form the basis for the actuarial model which is used to project the future population, future benefits and future contributions. Investment discount rate assumptions are used to discount those projected net OPEB benefits to a present value. This and other related present values are used to calculate the annual OPEB cost that will be expensed in the City's financial statements and the Unfunded Actuarial Accrued Liability disclosed in the statements. Calculations for financial reporting purposes are based on the benefits provided under terms of the substantive plan in effect at the time of each valuation and on the pattern of sharing of costs between the employer and plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future.

**Actuarial Methods and Assumptions**

Actuarial methods and significant actuarial assumptions used for the current year are summarized below:

Valuation Date	October 1, 2015
Actuarial Cost Method	Projected unit credit
Amortization Method	Closed
Amortization Period	24 years
Actuarial Assumptions	
Asset Valuation Method	Market value of assets
Investment Rate of Return	3.75%
Projected Salary Increase	3.00%
Inflation Rate	2.40%
Medical trend assumption rate	4.70%

**Annual OPEB Cost and Net OPEB Obligation**

The annual OPEB cost is the amount that is expensed for the year. Since the OPEB plan is currently unfunded, the offset to that expense comes from actual subsidies expected to be paid on behalf of the current retirees and their dependents for the current year. The offset equals the total age-adjusted premiums paid by the City for coverage for the retirees and their dependents for the year, net of payments made by retirees during the year. OPEB cost accrued for the fiscal year ended September 30, 2016 is \$655,000, an amount actuarially determined in accordance with the parameters of GASB No. 45.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

The annual OPEB cost and net OPEB obligation are presented below:

<b>Fiscal year ending September 30</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>
Normal cost (service cost for one year)	\$ 516,000	\$ 394,000	379,000
Amortization of Unfunded Actuarial Accrued Liability	181,000	175,000	154,000
Annual Required Contribution (ARC)	697,000	569,000	533,000
Net OPEB obligation (NOO), beginning of year	4,384,135	3,990,135	3,619,135
Annual Required Contribution (ARC)	697,000	569,000	533,000
Interest on Normal Cost and Amortization	164,000	150,000	136,000
Adjustment to ARC	(206,000)	(170,000)	(149,000)
Annual OPEB Cost (expense)	655,000	549,000	520,000
Employer contributions made	(175,000)	(155,000)	(149,000)
Increase (decrease) in NOO	480,000	394,000	371,000
<b>Net OPEB obligation (NOO), end of year</b>	<b>\$ 4,864,135</b>	<b>\$ 4,384,135</b>	<b>\$ 3,990,135</b>

**NOTE 13 – RELATED PARTY TRANSACTIONS**

2006 Note

In July 2006, the City issued the *Community Redevelopment Projects Note, Series 2006*, in the amount of \$7,175,876 to refund the *Community Redevelopment Bond Anticipation Notes, Series 2002A and Series 2003A*. Through an interlocal agreement, the CRA pledged its tax incremental revenues to the City for the payment of the amounts due by the City pursuant to the Series 2006 Note.

Ocean Mall Redevelopment (OMRD) loan

The Ocean Mall, a retail property, and Municipal Beach are owned by the City. The properties are located within the CRA boundaries. In October 2009, the City loaned \$10,194,621 to the CRA and in turn, the CRA provided a grant to Ocean Mall Redevelopment, LLC (OMRD) to make required infrastructure, parking and beach improvements. On behalf of the CRA, the City advanced the loan proceeds to OMRD based on draw requests from OMRD for construction of the improvements based on inspection and approval of the requests by the City.

In April 2011, the City agreed to modify the loan agreement by offering more flexible terms to the CRA. In February 2016, the CRA Board approved a Second Modification reducing the interest rate to zero percent and adjusting payments to 15 equal installments of \$679,641 each October 1, commencing October 1, 2023 until the loan is paid in full.

In February 2016, the City agreed to modify the loan agreement with the CRA for OMRD loan of \$10,194,621. The restructure of the loan is necessary to enhance CRA's cash flow to meet ongoing operational needs. The CRA Board approved a Second Modification to the Loan Agreement. The terms of the Second Modification will reduce the interest rate to zero percent for the remainder of the term of the loan and the CRA will pay fifteen equal installments of \$679,641 each October 1st, commencing October 1, 2023 until the loan is paid in full.

Marina District Master Ground Lease

In September 2014, the City as Lessor and the CRA as Lessee, entered into a Master Ground Lease approximately 12.6 acres of property owned by the City at the Marina. The lease was entered for the purpose of allowing the CRA to assemble City-owned, CRA-owned and privately-owned parcels for major CRA funded development. The lease rents paid by the CRA to the City are market based, as determined by an independent appraisal. The initial year's rent requirement for fiscal year 2016 is \$1,150,628.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

Marina Uplands funding to CRA

In September 2014, the City issued the *Public Improvement Revenue Bonds, Series 2014* in the aggregate principal amount of \$22,000,000 of which the City advanced \$8,091,858 from the proceeds to the CRA to provide gap financing for the City's Marina District development. The CRA has entered into an agreement to reimburse the City for a proportional share, 37.48%, of the annual debt service on the Series 2014 Bonds.

CDE Recoverable grant

The CDE and the CRA are under common control. The CDE entered into a management services agreement with the CRA to manage its books, records, and operations. Thus, the CRA has a controlling influence over the day-to-day management and operations of the CDE. The CRA's Executive Director has been named as the uncompensated non-member manager of the RBEC.

The CDE entered into a recoverable grant agreement with the CRA on December 1, 2013. Funding up to \$8,928,728 payable in installments, has been granted to provide funding for the construction of the Event Center. The grant proceeds are reflected in recoverable grants in the financial statements. Repayment of the grant proceeds is due upon repayment of loan receivable principal payments, unless otherwise canceled in accordance with the grant agreement. As of September 30, 2016, the CDE has been advanced grant proceeds of \$6,930,000.

CDE Note payable

During 2013, the CRA over funded the recoverable grant by \$368,000. The amounts over funded are to be repaid by the CDE out of available cash flow. As of September 30, 2016, remain payable as there was no available cash flow for repayment.

CDE Management services fee

The CRA entered into a management services agreement with the CDE to manage its books, records, and operations and for other management services as required. An annual management services fee of \$50,000 is due October 31st of each year for services provided during the prior year. For the year ended September 30, 2016, a fee of \$50,000 was incurred and paid.

CDE Facility lease

The RBEC entered into a facility lease agreement to lease the Event Center to the CRA so that the CRA could vest control of the operations of the Event Center and to allow the RBEC sufficient funds to service loans from NDC New Markets Investments LXXXIV, LLC. Upon substantial completion of the Event Center and receipt of a certificate of occupancy, which occurred April 26, 2016, the CRA took possession of the Event Center. The lease agreement will terminate on September 30, 2050. Annual rent of \$299,349, under triple net lease terms, shall be increased annually by the Consumer Price Index for All Urban Consumers, and is due quarterly in arrears. As of September 30, 2016, lease revenues of \$149,675 remain due to the CDE and is included in the accounts receivable in the financial statements for the CDE.

**NOTE 14 – CONDUIT DEBT**

In April 2012, the Council approved an interlocal agreement between the City and Capital Trust Agency authorizing the issuance of approximately \$14,725,000 of its housing revenue bonds in one or more series from time to time to provide financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification of an existing 216 unit low income multi-family rental housing facility for the elderly and families known as the Stonybrook Apartments located in the City. The City has no liability for these bonds in the event of default by the borrower. All bond proceeds were fully disbursed on December 31, 2012, with the first principal payment due on April 1, 2013 with a maturity date of April 1, 2047. As of September 30, 2016, the outstanding principal balance was \$14,035,000.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**NOTE 15 – COMMITMENTS AND CONTINGENCIES**

**Construction**

As of September 30, 2016, outstanding commitments relating to projects for the City, CRA, USD, Stormwater, and Marina was \$31,448,345. Projects are funded from various sources, including bonds and notes payable, grants, and City funds. Commitments with contractors are as follows:

	<b>Approved Contract Amount</b>	<b>Expended at September 30, 2016</b>	<b>Balance to Complete</b>
Governmental funds	\$ 55,190,299	\$ 33,032,005	\$ 22,158,294
Business-type funds	27,643,193	18,353,172	9,290,021
<b>Total</b>	<b>\$ 82,833,492</b>	<b>\$ 51,385,177</b>	<b>\$ 31,448,315</b>

**Lawsuits**

Outstanding claims and lawsuits are pending against the City. The City purchases insurance to assist in covering most judgments and settlements. As of September 30, 2016, management estimates that the combined out of pocket net liability to the City to be in the range of \$500,000 to \$1,000,000.

**Other Contingencies**

Arbitrage Rebate Liability

The Cumulative Rebate Liability was determined pursuant to Treasury Regulations generally applicable to tax-exempt obligations. Earnings from the investment of tax exempt bond proceeds, which exceed related interest expenditures on bonds, must be remitted to the Federal government on every fifth anniversary of the bond issue. The City used an independent consultant to evaluate the *Utility Special District Water and Sewer Revenue Refunding Bonds, Series 2014* for arbitrage liability and it was determined that there is no arbitrage liability due as of September 30, 2016.

A copy of the report on the arbitrage rebate calculation may be obtained from the City of Riviera Beach, Finance and Administrative Services Department, 600 W. Blue Heron Blvd., Riviera Beach, Florida 33404.

**Amounts received from grantors**

Amounts receivable from grantors are subject to audit and adjustment. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable special revenue funds. The amount, if any, of expenditures that may be disallowed cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

**NOTE 16 – ON-BEHALF PAYMENTS**

The State of Florida makes a contribution to the Police Officers' and Firefighters' Retirement Plans from the Casualty Insurance Premium Tax and the Fire Insurance Premium Tax, respectively. During fiscal year 2016, the State of Florida, Division of Retirement, was authorized by the City to remit distributions directly to the Police and Firefighters' pension funds.

**CITY OF RIVIERA BEACH  
NOTES TO THE BASIC FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016**

**NOTE 17 – STEWARDSHIP**

As of September 30, 2016, expenditures exceeded appropriations for the following General Fund departments:

<u>Department</u>	<u>Amount</u>	<u>% of Budget</u>
Legal	\$ 42,442	6.94%

The Legal Department was the only department to exceed its respective budgetary allowance during fiscal year 2016, due to personnel and retirement related costs.

**NOTE 18 – SUBSEQUENT EVENTS**

The City has evaluated subsequent events through May 5, 2017, the date that the financial statements were issued. No other significant events occurred subsequent to the balance sheet date, but prior to May 5, 2017 that would have a material impact on the financial statements.

## **Required Supplementary Information**

---



# **Budgetary Comparison Schedules**

---

## **MAJOR FUNDS**

General Fund  
Community Redevelopment Agency (CRA)

**CITY OF RIVIERA BEACH, FLORIDA  
GENERAL FUND  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Taxes	\$44,964,680	\$44,964,680	\$45,089,743	\$125,063
Licenses and permits	4,077,673	4,077,673	4,252,502	174,829
Intergovernmental	4,337,659	4,337,659	4,235,815	(101,844)
Charges for services	8,817,619	8,817,619	9,050,311	232,692
Fines and forfeitures	312,024	312,024	542,393	230,369
Investment earnings	77,209	77,209	108,288	31,079
Miscellaneous	1,924,132	1,924,132	2,544,351	620,219
Grants and contributions	118,824	118,824	649,102	530,278
Total Revenues	<u>64,629,820</u>	<u>64,629,820</u>	<u>66,472,505</u>	<u>1,842,685</u>
<b>EXPENDITURES</b>				
Current:				
General government	20,647,997	20,647,997	20,203,528	444,469
Public safety	27,582,003	27,582,003	27,496,238	85,765
Transportation	1,472,465	1,472,465	1,341,075	131,390
Human services	248,532	248,532	235,698	12,834
Culture and recreation	4,794,217	4,794,217	4,298,070	496,147
Economic environment	-	-	10,646	(10,646)
Capital outlay	616,500	616,500	537,646	78,854
Interest and debt service costs	-	-	50,520	(50,520)
Total Expenditures	<u>55,361,714</u>	<u>55,361,714</u>	<u>54,173,421</u>	<u>1,188,293</u>
Excess (deficiency) of revenues Over (under) expenditures	9,268,106	9,268,106	12,299,084	3,030,978
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	499,031	499,031	499,031	-
Transfers out	(9,767,137)	(9,767,137)	(9,617,635)	149,502
Total Other Financing Sources (Uses)	<u>(9,268,106)</u>	<u>(9,268,106)</u>	<u>(9,118,604)</u>	<u>149,502</u>
<b>Net Change in Fund Balance</b>			<b><u>3,180,480</u></b>	
Fund Balance - Beginning			<u>19,472,633</u>	
Fund Balance - Ending			<b><u>\$22,653,113</u></b>	

**CITY OF RIVIERA BEACH, FLORIDA**  
**CRA**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Taxes	\$7,122,728	\$7,122,728	\$7,117,647	\$(5,081)
Investment earnings - restricted	-	-	14,519	14,519
Miscellaneous	(1,473,723)	(1,473,723)	656,420	2,130,143
Grants and contributions	1,966,980	1,966,980	3,082,843	1,115,863
Total Revenues	7,615,985	7,615,985	10,871,429	3,255,444
<b>EXPENDITURES</b>				
General government	4,199,085	4,199,085	2,525,602	1,673,483
Redevelopment program	-	-	1,947,517	(1,947,517)
Real estate development	203,880	203,880	-	203,880
Capital outlay	19,871,737	19,871,737	5,907,627	13,964,110
Principal	2,330,907	2,330,907	3,115,399	(784,492)
Interest and debt service costs	1,569,663	1,569,663	1,693,544	(123,881)
Total Expenditures	28,175,272	28,175,272	15,189,689	12,985,583
Excess (deficiency) of revenues Over (under) expenditures	(20,559,287)	(20,559,287)	(4,318,260)	16,241,027
<b>OTHER FINANCING SOURCES (USES)</b>				
BB&T Notes, 2013A & 2013B	10,144,416	10,144,416	-	(10,144,416)
Advance from City	8,800,663	8,800,663	-	(8,800,663)
Carry forward from General Fund	1,614,208	1,614,208	-	(1,614,208)
Total Other Financing Sources (Uses)	20,559,287	20,559,287	-	(20,559,287)
<b>Net Change in Fund Balances</b>			<b>(4,318,260)</b>	
Fund balance - Beginning			8,279,150	
Fund balance – Ending			<b>\$3,960,890</b>	

**CITY OF RIVIERA BEACH, FLORIDA  
NOTES TO THE BUDGETARY COMPARISON SCHEDULES  
SEPTEMBER 30, 2016**

**NOTE 1—BUDGETARY BASIS**

The budget is presented on a basis consistent with GAAP which for governmental funds uses the modified accrual method in which revenues are recorded when received or when they are both measurable and available to be used for current year liabilities. Proprietary funds are maintained and budgeted for on the accrual basis of accounting which records revenues when earned and expenses when a liability is incurred.

The City and CRA are legally required to adopt annual budgets prior to October 1<sup>st</sup> of each year. The legal level of budgetary control, is the level at which expenditures may not exceed the budget. Budget amendments which alter the original adopted budget must be approved by the Council.

As of September 30, 2016, actual revenues exceeded the final budgeted amounts and actual expenditures were below the budgeted appropriations.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN THE CITY'S NET POSITION LIABILITY AND RELATED RATIOS**  
**FOR SINGLE-EMPLOYER PENSION PLANS**  
**SEPTEMBER 30, 2016**

Fiscal year ended September 30,	<b>GERS</b>	
	<b>2016</b>	<b>2015</b>
<b>Total Pension Liability</b>		
Service cost	\$2,501,084	\$2,257,243
Interest	7,077,437	6,902,113
Benefit changes	(1,185,639)	-
Difference between expected and actual experience	725,132	537,982
Increase in DROP and share account liabilities	-	-
Changes of assumptions	-	-
Benefit payments	(10,047,191)	(4,900,328)
Refunds	(103,879)	(155,661)
<b>Net Change in Total Pension Liability</b>	<b>(1,033,056)</b>	<b>4,641,349</b>
<b>Total Pension Liability - Beginning</b>	<b>96,940,276</b>	<b>92,298,927</b>
<b>Total Pension Liability - Ending (a)</b>	<b>95,907,220</b>	<b>96,940,276</b>
<b>Plan Fiduciary Net Position</b>		
Contributions - Employer (from City and State)	36,283,028	4,843,648
Contributions - Members	618,751	534,435
Net investment income	2,232,802	6,555,653
Benefit payments	(10,047,191)	(4,900,328)
Refunds	(103,879)	(155,661)
Administrative expenses	(163,633)	(163,784)
Other	-	-
<b>Net Change in Plan Fiduciary Net Position</b>	<b>28,819,878</b>	<b>6,713,963</b>
<b>Plan Fiduciary Net Position - Beginning</b>	<b>71,318,932</b>	<b>64,604,969</b>
<b>Plan Fiduciary Net Position - Ending (b)</b>	<b>100,138,810</b>	<b>71,318,932</b>
<b>Net Pension (Asset) Liability - Ending (a) - (b)</b>	<b><u>\$(4,231,590)</u></b>	<b><u>\$25,621,344</u></b>
Plan Fiduciary Net Position as a Percentage of		
Total Pension Liability	104.41%	73.57%
Covered-Employee Payroll	\$10,312,517	\$8,907,250
<b>Net Pension Liability as a Percentage of</b>		
<b>Covered-Employee Payroll</b>	<b>(41.03)%</b>	<b>287.65%</b>

Additional years will be displayed as they become available.

**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN THE CITY'S NET POSITION LIABILITY AND RELATED RATIOS**  
**FOR SINGLE-EMPLOYER PENSION PLANS**  
**SEPTEMBER 30, 2016**

Fiscal year ended September 30,	PPF	
	2016	2015
<b>Total Pension Liability</b>		
Service cost	\$1,373,828	\$1,244,109
Interest	4,945,789	4,860,129
Benefit changes	-	-
Difference between expected and actual experience	509,736	457,243
Increase in DROP and share account liabilities	(1,560,756)	105,272
Changes of assumptions	1,636,347	-
Benefit payments	(6,351,580)	(4,621,754)
Refunds	(69,018)	(136,604)
<b>Net Change in Total Pension Liability</b>	<b>484,346</b>	<b>1,908,395</b>
<b>Total Pension Liability - Beginning</b>	<b>68,467,233</b>	<b>66,558,838</b>
<b>Total Pension Liability - Ending (a)</b>	<b>68,951,579</b>	<b>68,467,233</b>
 <b>Plan Fiduciary Net Position</b>		
Contributions - Employer (from City and State)	1,197,938	14,782,134
Contributions - Members	498,883	456,248
Net investment income	5,442,481	689,800
Benefit payments	(6,351,580)	(4,621,754)
Refunds	(69,018)	(136,604)
Administrative expenses	(163,192)	(156,538)
Other	8,795	2,218
<b>Net Change in Plan Fiduciary Net Position</b>	<b>564,307</b>	<b>11,015,504</b>
<b>Plan Fiduciary Net Position - Beginning</b>	<b>69,554,949</b>	<b>58,539,445</b>
<b>Plan Fiduciary Net Position - Ending (b)</b>	<b>70,119,256</b>	<b>69,554,949</b>
<b>Net Pension (Asset) Liability - Ending (a) - (b)</b>	<b><u>\$(1,167,677)</u></b>	<b><u>\$(1,087,716)</u></b>
Plan Fiduciary Net Position as a Percentage of		
Total Pension Liability	101.69%	101.59%
Covered-Employee Payroll	\$ 6,260,283	\$ 5,415,519
Net Pension Liability as a Percentage of		
Covered-Employee Payroll	(18.65)%	(20.09)%

Additional years will be displayed as they become available.

**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN THE CITY'S NET POSITION LIABILITY AND RELATED RATIOS**  
**FOR SINGLE-EMPLOYER PENSION PLANS**  
**SEPTEMBER 30, 2016**

Fiscal year ended September 30,	FFPF	
	2016	2015
<b>Total Pension Liability</b>		
Service cost	\$1,697,839	\$1,705,915
Interest	4,855,614	4,757,527
Benefit changes	(64,553)	-
Difference between expected and actual experience	1,648,461	(909,130)
Increase in DROP and share account liabilities	1,737,554	-
Changes of assumptions	(4,596,421)	(4,353,458)
Benefit payments	(3,666)	-
Refunds	269,930	274,190
<b>Net Change in Total Pension Liability</b>	<b>5,544,758</b>	<b>1,475,044</b>
<b>Total Pension Liability - Beginning</b>	<b>67,117,468</b>	<b>65,642,424</b>
<b>Total Pension Liability - Ending (a)</b>	<b>72,662,226</b>	<b>67,117,468</b>
<b>Plan Fiduciary Net Position</b>		
Contributions - Employer (from City and State)	15,293,669	2,541,250
Contributions - Members	400,547	349,056
Net investment income	1,536,397	5,306,723
Benefit payments	(4,596,421)	(4,353,458)
Refunds	(3,666)	-
Administrative expenses	(117,514)	(101,092)
Other	-	-
<b>Net Change in Plan Fiduciary Net Position</b>	<b>12,513,012</b>	<b>3,742,479</b>
<b>Plan Fiduciary Net Position - Beginning</b>	<b>60,180,744</b>	<b>56,438,265</b>
<b>Plan Fiduciary Net Position - Ending (b)</b>	<b>72,693,756</b>	<b>60,180,744</b>
<b>Net Pension (Asset) Liability - Ending (a) - (b)</b>	<b>\$(31,530)</b>	<b>\$6,936,724</b>
Plan Fiduciary Net Position as a Percentage of		
Total Pension Liability	100.04%	89.66%
Covered-Employee Payroll	\$ 5,022,618	\$ 4,379,691
Net Pension Liability as a Percentage of		
Covered-Employee Payroll	(0.63)%	158.38%

Additional years will be displayed as they become available.

**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN THE CITY'S NET POSITION LIABILITY AND RELATED RATIOS**  
**FOR SINGLE-EMPLOYER PENSION PLANS**  
**SEPTEMBER 30, 2016**

	<b>FRS <sup>(1)</sup></b>	
Fiscal ended September 30,	<b>2016</b>	<b>2015</b>
City's proportion of the net pension liability	0.01518%	0.0005621%
City's proportionate share of the net pension liability	\$3,834,639	\$72,605
City's covered-employee payroll	4,495,370	1,125,705
City's proportionate share of the net pension liability as a % of its covered-employee payroll	85.302%	6.450%
FRS Plan fiduciary net position as a percentage of the total pension liability	84.88%	92.00%

	<b>HIS<sup>(1)</sup></b>	
City's proportion of the net pension liability	0.01513%	0.0001086%
City's proportionate share of the net pension liability	\$77,536	\$415
City's covered-employee payroll	4,495,370	1,125,705
City's proportionate share of the net pension liability as a % of its covered-employee payroll	1.72%	0.04%
HIS Plan fiduciary net position as a percentage of the total pension liability	0.02367%	0.000%

Note: (1) The amounts presented for each fiscal year were determined as of June 30. The City implemented FRS in June 2015, therefore, amounts are not presented for years prior to fiscal year 2015.

Additional years will be displayed as they become available.



**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN THE CITY'S NET POSITION LIABILITY AND RELATED RATIOS**  
**FOR SINGLE-EMPLOYER PENSION PLANS**  
**SEPTEMBER 30, 2016**

Fiscal year ended September 30, 2016	2016	2015	2014
<b>GERS</b>			
Contractually required contribution	\$1,901,653	\$5,150,931	\$4,843,648
Contributions in relation to the contractually required contribution	3,681,009	36,283,028	4,843,648
Contribution deficiency (excess)	(1,779,356)	(31,132,097)	-
Covered-employee payroll	8,298,350	10,312,517	8,907,250
Contributions as a % of covered-employee payroll	44.36%	351.83%	54.38%
<b>PPF</b>			
Contractually required contribution	966,436	2,135,653	2,340,959
Contributions in relation to the contractually required contribution	966,436	14,561,471	2,340,959
Contribution deficiency (excess)	-	(12,425,818)	-
Covered-employee payroll	6,260,283	5,415,519	4,980,736
Contributions as a % of covered-employee payroll	15.44%	268.88%	47.00%
<b>FFPF</b>			
Contractually required contribution	1,499,589	2,491,591	2,267,060
Contributions in relation to the contractually required contribution	1,499,589	15,023,739	2,267,060
Contribution deficiency (excess)	-	(12,532,148)	-
Covered-employee payroll	5,212,098	5,022,618	4,379,691
Contributions as a % of covered-employee payroll	28.77%	299.12%	51.76%
<b>FRS <sup>(1)</sup></b>			
Contractually required contribution	370,350	13,705	
Contributions in relation to the contractually required contribution	370,350	13,705	
Contribution deficiency (excess)	-	-	
Covered-employee payroll	6,260,283	5,415,519	
Contributions as a % of covered-employee payroll	5.92%	0.25%	
<b>HIS <sup>(1)</sup></b>			
Contractually required contribution	77,536	415	
Contributions in relation to the contractually required contribution	77,536	415	
Contribution deficiency (excess)	-	-	
Covered-employee payroll	6,260,283	5,415,519	
Contributions as a % of covered-employee payroll	1.24%	0.01%	

Note: (1) The amounts presented for each fiscal year were determined as of June 30. The City implemented FRS in June 2015, therefore, amounts are not presented for years prior to fiscal year 2015.

Additional years will be displayed as they become available.

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF FUNDING PROGRESS  
OTHER POST-EMPLOYMENT BENEFITS  
SEPTEMBER 30, 2016**

<b>Measurement Date</b>	<b>Actuarial Value of Assets a</b>	<b>Actuarial Accrued Liability (AAL) b</b>	<b>Unfunded AAL (UAAL) b-a</b>	<b>Funded Ratio a/b</b>	<b>Covered Payroll c</b>	<b>UAAL as a % of Covered Payroll ((b-a)/c)</b>
10/1/2015	\$ -	\$3,865,000	\$3,865,000	0.00%	N/A	
10/1/2014	-	4,103,000	4,103,000	0.00%	N/A	
10/1/2013	-	3,740,000	3,740,000	0.00%	N/A	
10/1/2011	-	8,957,160	8,957,160	0.00%	19,724,066	45.41%
10/1/2009	-	8,621,762	8,621,762	0.00%	24,435,877	35.28%

## **Other Supplementary Information**

---

## **Budgetary Comparison Schedules**

---

### **SPECIAL REVENUE FUNDS**

Community Development Block Grant

Law Enforcement Grant

Major Disaster

**CITY OF RIVIERA BEACH, FLORIDA  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Investment earnings	\$-	\$-	\$443	\$443
Miscellaneous	600	361,027	-	(361,027)
Grants and contributions	-	154,588	188,760	34,172
Total revenues	<u>600</u>	<u>515,615</u>	<u>189,203</u>	<u>(326,412)</u>
<b>EXPENDITURES</b>				
Capital outlay	<u>175,000</u>	<u>515,615</u>	<u>196,963</u>	<u>318,652</u>
Total expenditures	<u>175,000</u>	<u>515,615</u>	<u>196,963</u>	<u>318,652</u>
<b>Net Change in Fund Balance</b>			<u><b>(7,760)</b></u>	
Fund balance - beginning			<u>170,785</u>	
Fund balance - ending			<u><b>\$163,025</b></u>	

**CITY OF RIVIERA BEACH, FLORIDA  
LAW ENFORCEMENT GRANTS  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Investment earnings	\$-	\$-	\$66	\$66
Grants and contributions	-	421,720	216,710	(205,010)
Total revenues	-	421,720	216,776	(204,944)
<b>EXPENDITURES</b>				
Public safety	-	421,720	216,956	204,764
Total expenditures	-	421,720	216,956	204,764
<b>Net Change in Fund Balance</b>			(180)	
Fund balance - beginning			11,586	
Fund balance - ending			<b>\$11,406</b>	

**CITY OF RIVIERA BEACH, FLORIDA  
MAJOR DISASTER FUND  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Investment earnings	\$5,000	\$5,000	\$15,268	\$10,268
Total revenues	5,000	5,000	15,268	10,268
<b>EXPENDITURES</b>				
Current				
General government	553,315	553,315	3,250	550,065
Total expenditures	553,315	553,315	3,250	550,065
Excess (Deficiency) of Revenues Over (Under) Expenditures	(548,315)	(548,315)	12,018	560,333
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	548,315	548,315	548,315	-
Total other financing sources (uses)	548,315	548,315	548,315	-
<b>Net Change in Fund Balance</b>			<b>560,333</b>	
Fund balance - beginning			3,469,985	
Fund balance - ending			<b>\$4,030,318</b>	

# **Combining Financial Statements**

---

## **NON-MAJOR GOVERNMENTAL FUNDS**

### **SPECIAL REVENUE FUNDS**

- Criminal Justice Grant
- Community Development Block Grant
- Mass Transit Assistance
- County Grants
- Police Grants
- Law Enforcement Grants
- Major Disaster
- Other Special Revenue Funds

### **DEBT SERVICE FUNDS**

- Debt Service Fund

### **CAPITAL PROJECT FUNDS**

- Paving & Drainage
- Public Improvement
- Capital Impact Fee
- Street Improvement
- Capital Projects



**CITY OF RIVIERA BEACH, FLORIDA  
NON-MAJOR SPECIAL REVENUE FUNDS  
COMBINING BALANCE SHEET  
SEPTEMBER 30, 2016**

	<b>Criminal Justice Grant</b>	<b>Community Development Block Grant</b>	<b>Mass Transit Assistance</b>	<b>County Grants</b>	<b>Police Grants</b>	<b>Law Enforce- ment Grants</b>	<b>Major Disaster Fund</b>	<b>Other Special Revenue Funds</b>	<b>Total Non- Major Special Revenue Funds</b>
<b>ASSETS</b>									
Cash and cash equivalents	\$30,945	\$163,025	\$1,997,529	\$54,140	\$1,507	\$19,175	\$4,055,595	\$108,494	\$6,430,410
Receivables, net	68,817	-	-	-	466,983	49,638	-	102,228	687,666
Inventory	-	-	-	-	-	-	-	128,175	128,175
Total assets	99,762	163,025	1,997,529	54,140	468,490	68,813	4,055,595	338,897	7,246,251
<b>DEFERRED OUTFLOWS OF RESOURCES</b>									
Total deferred outflows of resources	-	-	-	-	-	-	-	-	-
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>									
Liabilities									
Accounts payable	2,293	-	1,060	-	-	-	-	7,014	10,367
Accrued liabilities	-	-	-	-	-	-	-	18,123	18,123
Due to other funds	94,270	-	-	-	298,192	53,342	-	500,938	946,742
Other liabilities	-	-	350,000	-	-	-	-	-	350,000
Total Liabilities	96,563	-	351,060	-	298,192	53,342	-	526,075	1,325,232
<b>DEFERRED INFLOWS OF RESOURCES</b>									
Deferred inflows	3,199	-	-	-	-	4,065	25,277	33,636	66,177
Total deferred inflows of resources	3,199	-	-	-	-	4,065	25,277	33,636	66,177
Fund Balances:									
Restricted	-	163,025	1,646,469	54,140	170,298	11,406	-	(220,814)	1,824,524
Committed	-	-	-	-	-	-	4,030,318	-	4,030,318
Total Fund Balances	-	163,025	1,646,469	54,140	170,298	11,406	4,030,318	(220,814)	5,854,842
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$99,762</b>	<b>\$163,025</b>	<b>\$1,997,529</b>	<b>\$54,140</b>	<b>\$468,490</b>	<b>\$68,813</b>	<b>\$4,055,595</b>	<b>\$338,897</b>	<b>\$7,246,251</b>

**CITY OF RIVIERA BEACH, FLORIDA**  
**NON-MAJOR SPECIAL REVENUE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SEPTEMBER 30, 2016**

	<b>Criminal Justice</b>	<b>Community Development Block Grant</b>	<b>Mass Transit Assistance</b>	<b>County Grants</b>	<b>Police Grants</b>	<b>Law Enforce- ment Grants</b>	<b>Major Disaster</b>	<b>Other Special Revenues</b>	<b>Total Non-Major Special Revenue Funds</b>
<b>REVENUES</b>									
Intergovernmental	\$214,592	\$-	\$-	\$-	\$-	\$-	\$-	\$127,361	\$341,953
Fines and forfeitures	-	-	-	-	-	-	-	29,351	29,351
Investment earnings	-	443	6,567	163	-	66	15,268	854	23,361
Miscellaneous	-	-	-	-	-	-	-	10,763	10,763
Grants and contributions	-	188,760	22,745	-	466,011	216,710	-	371,205	1,265,431
Total revenues	<u>214,592</u>	<u>189,203</u>	<u>29,312</u>	<u>163</u>	<u>466,011</u>	<u>216,776</u>	<u>15,268</u>	<u>539,534</u>	<u>1,670,859</u>
<b>EXPENDITURES</b>									
Current:									
General government	-	-	-	-	-	-	3,250	-	3,250
Public safety	-	-	71,180	-	464,312	216,956	-	167,139	919,587
Human services	214,592	-	-	-	-	-	-	402,944	617,536
Culture and recreation	-	-	-	6,500	-	-	-	43,929	50,429
Economic environment	-	-	20,000	-	-	-	-	-	20,000
Capital outlay	-	196,963	100,000	-	-	-	-	201,180	498,143
Total expenditures	<u>214,592</u>	<u>196,963</u>	<u>191,180</u>	<u>6,500</u>	<u>464,312</u>	<u>216,956</u>	<u>3,250</u>	<u>815,192</u>	<u>2,108,945</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>(7,760)</u>	<u>(161,868)</u>	<u>(6,337)</u>	<u>1,699</u>	<u>(180)</u>	<u>12,018</u>	<u>(275,658)</u>	<u>(438,086)</u>
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers in	-	-	-	-	-	-	548,315	174,000	722,315
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>548,315</u>	<u>174,000</u>	<u>722,315</u>
Net change in fund balances	-	(7,760)	(161,868)	(6,337)	1,699	(180)	560,333	(101,658)	284,229
Fund balances - beginning	-	170,785	1,808,337	60,477	168,599	11,586	3,469,985	(119,156)	5,570,613
Fund balances - ending	<u>\$-</u>	<u>\$163,025</u>	<u>\$1,646,469</u>	<u>\$54,140</u>	<u>\$170,298</u>	<u>\$11,406</u>	<u>\$4,030,318</u>	<u>\$(220,814)</u>	<u>\$5,854,842</u>

**CITY OF RIVIERA BEACH, FLORIDA  
NON-MAJOR DEBT SERVICE FUND  
BALANCE SHEET  
SEPTEMBER 30, 2016**

**ASSETS**

Cash and cash equivalents	\$32,169
Total assets	<u>32,169</u>

**DEFERRED OUTFLOWS OF RESOURCES**

Total deferred outflows of resources	<u>-</u>
Liabilities	
Total liabilities	<u>-</u>

**DEFERRED INFLOWS OF RESOURCES**

Total deferred inflows of resources	<u>-</u>
-------------------------------------	----------

**LIABILITIES, DEFERRED INFLOWS OF  
RESOURCES AND FUND BALANCES**

Fund Balances:	
Restricted	32,169
Total Fund Balances	<u>32,169</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b><u>\$32,169</u></b>

**CITY OF RIVIERA BEACH, FLORIDA  
NON-MAJOR DEBT SERVICE FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
SEPTEMBER 30, 2016**

**REVENUES**

Investment earnings	\$1,960
Total Revenues	<u>1,960</u>

**EXPENDITURES**

Debt Service	
Principal	2,706,827
Interest	<u>2,240,693</u>
Total Expenditures	<u>4,947,520</u>

Excess (deficiency) of revenues over expenditures	<u>(4,945,560)</u>
---	--------------------

**OTHER FINANCING SOURCES (USES)**

Transfers in	<u>4,977,729</u>
Total other financing sources (uses)	<u>4,977,729</u>

Net change in fund balance	<u><u>32,169</u></u>
----------------------------	----------------------

Fund balance - beginning	<u>-</u>
--------------------------	----------

Fund balance - ending	<u><b>\$32,169</b></u>
-----------------------	------------------------

**CITY OF RIVIERA BEACH, FLORIDA  
NON-MAJOR CAPITAL PROJECT FUNDS  
COMBINING BALANCE SHEET  
SEPTEMBER 30, 2016**

	<b>Paving and Drainage</b>	<b>Public Improvement</b>	<b>Capital Impact Fees</b>	<b>Street Improvement</b>	<b>Capital Projects</b>	<b>Total Non-Major Capital Projects Funds</b>
<b>ASSETS</b>						
Cash and cash equivalents	\$531,375	\$3,184,569	\$932,493	\$-	\$301,362	\$4,949,799
Receivables, net	45,092	-	-	-	-	45,092
Total assets	<u>576,467</u>	<u>3,184,569</u>	<u>932,493</u>	<u>-</u>	<u>301,362</u>	<u>4,994,891</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>						
Total deferred outflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>						
Liabilities						
Accounts payable	-	111,917	-	-	2,937	114,854
Total liabilities	<u>-</u>	<u>111,917</u>	<u>-</u>	<u>-</u>	<u>2,937</u>	<u>114,854</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:						
Restricted	576,467	3,072,652	932,493	-	298,425	4,880,037
Total fund balances	<u>576,467</u>	<u>3,072,652</u>	<u>932,493</u>	<u>-</u>	<u>298,425</u>	<u>4,880,037</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<u><b>\$576,467</b></u>	<u><b>\$3,184,569</b></u>	<u><b>\$932,493</b></u>	<u><b>\$-</b></u>	<u><b>\$301,362</b></u>	<u><b>\$4,994,891</b></u>

**CITY OF RIVIERA BEACH, FLORIDA**  
**NON-MAJOR CAPITAL PROJECT FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**SEPTEMBER 30, 2016**

	<b>Paving and Drainage</b>	<b>Public Improvement</b>	<b>Capital Impact Fees</b>	<b>Street Improvement</b>	<b>Capital Projects</b>	<b>Total Non-Major Capital Projects Funds</b>
<b>REVENUES</b>						
Taxes	\$243,659	\$-	\$-	\$-	\$-	\$243,659
Licenses and permits	-	-	337,827	-	-	337,827
Investment earnings	3,017	9,296	8,099	-	-	20,412
Miscellaneous	414	-	-	-	-	414
Grants and contributions	-	27,825	-	-	-	27,825
Total revenues	<u>247,090</u>	<u>37,121</u>	<u>345,926</u>	<u>-</u>	<u>-</u>	<u>630,137</u>
<b>EXPENDITURES</b>						
Current						
General government	-	4,452	-	-	-	4,452
Culture and recreation	-	12	-	-	-	12
Capital outlay	182,036	403,941	648,172	-	27,234	1,261,383
Total expenditures	<u>182,036</u>	<u>408,405</u>	<u>648,172</u>	<u>-</u>	<u>27,234</u>	<u>1,265,847</u>
Excess (deficiency) of revenues over expenditures	<u>65,054</u>	<u>(371,284)</u>	<u>(302,246)</u>	<u>-</u>	<u>(27,234)</u>	<u>(635,710)</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	-	509	-	509
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>509</u>	<u>-</u>	<u>509</u>
Net change in fund balances	65,054	(371,284)	(302,246)	509	(27,234)	(635,201)
Fund balances - beginning	<u>511,413</u>	<u>3,443,936</u>	<u>1,234,739</u>	<u>(509)</u>	<u>325,659</u>	<u>5,515,238</u>
<b>Fund balances - ending</b>	<u><b>\$576,467</b></u>	<u><b>\$3,072,652</b></u>	<u><b>\$932,493</b></u>	<u><b>\$-</b></u>	<u><b>\$298,425</b></u>	<u><b>\$4,880,037</b></u>

## **Part III**

---

# **STATISTICAL SECTION**

(Unaudited)

# Financial Trends

(Unaudited)



**CITY OF RIVIERA BEACH, FLORIDA**  
**NET POSITION BY COMPONENT**  
**LAST TEN FISCAL YEARS**  
**(ACCRUAL BASIS OF ACCOUNTING)**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Governmental activities:										
Net investment in capital assets	\$35,976,456	\$41,674,279	\$31,738,366	\$47,289,990	\$55,818,186	\$36,654,786	\$41,055,828	\$21,562,964	\$39,920,794	\$14,248,672
Restricted	21,399,921	28,205,633	25,960,389	21,336,521	37,987,138	39,571,280	37,122,826	44,583,925	37,023,863	38,640,859
Unrestricted	19,151,514	3,058,671	18,021,042	20,177,061	4,077,354	13,839,263	30,075,750	4,267,120	(46,755,383)	13,460,543
Total governmental activities net position	<u>76,527,891</u>	<u>72,938,583</u>	<u>75,719,797</u>	<u>88,803,572</u>	<u>97,882,678</u>	<u>90,065,329</u>	<u>108,254,404</u>	<u>70,414,009</u>	<u>30,189,272</u>	<u>66,350,074</u>
Business-type activities:										
Net investment in capital assets	816,200	1,798,847	3,623,089	5,881,999	9,290,712	17,056,826	37,769,604	30,641,963	41,467,081	34,720,313
Restricted	28,896,380	30,359,786	27,515,990	27,176,794	27,225,865	15,228,268	12,242,586	10,481,565	12,762,727	52,472,305
Unrestricted	15,449,598	14,892,471	12,250,922	16,547,591	17,922,555	39,662,512	12,810,201	25,177,245	28,135,272	348,101
Total business-type activities net position	<u>45,162,178</u>	<u>47,051,104</u>	<u>43,390,001</u>	<u>49,606,384</u>	<u>54,439,132</u>	<u>71,947,606</u>	<u>62,822,391</u>	<u>66,300,773</u>	<u>82,365,080</u>	<u>87,540,719</u>
Total government:										
Net investment in capital assets	36,792,656	43,473,126	35,361,455	53,171,989	65,108,898	53,711,612	78,825,432	52,201,927	81,387,877	48,968,985
Restricted	50,296,301	58,565,419	53,476,379	48,513,315	65,213,003	54,799,548	49,365,412	55,065,490	49,786,590	91,113,164
Unrestricted	34,601,112	17,951,142	30,271,964	36,724,652	21,999,909	53,501,775	42,885,951	29,444,365	(18,620,113)	13,808,644
Total governmental net position, restated	<u>\$121,690,069</u>	<u>\$119,989,687</u>	<u>\$119,109,798</u>	<u>\$138,409,956</u>	<u>\$152,321,810</u>	<u>\$162,012,935</u>	<u>\$171,076,795</u>	<u>\$136,714,873</u>	<u>\$112,554,354</u>	<u>\$153,890,793</u>

Source: City of Riviera Beach, Finance and Administrative Services Department

**CITY OF RIVIERA BEACH, FLORIDA**  
**CHANGES IN NET POSITION**  
**LAST TEN FISCAL YEARS**  
**(ACCURAL BASIS OF ACCOUNTING)**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Expenses:										
Governmental activities:										
General government	\$10,019,759	\$16,076,212	\$16,987,279	\$13,482,149	\$15,173,364	\$18,132,947	\$16,785,692	\$21,820,264	\$21,058,870	\$22,738,925
Public safety	27,212,410	26,733,258	31,374,513	29,181,692	29,006,785	28,092,367	26,612,208	28,913,127	30,099,943	28,415,825
Culture and recreation	5,484,935	5,376,579	4,493,520	4,862,154	5,014,393	4,552,035	5,910,024	8,354,852	4,392,302	4,348,511
Transportation	2,074,318	2,435,357	1,917,713	2,021,076	2,717,985	2,217,587	5,437,862	953,676	1,404,272	1,355,625
Human services	176,978	672,906	736,847	239,584	154,931	733,697	588,169	692,929	750,939	853,234
Economic & physical environment	367,599	3,533,299	3,213,269	3,769,087	2,291,586	1,354,783	923,927	630,946	8,251,450	1,978,163
Interest on long term debt	305,158	1,821,957	361,715	490,733	908,777	1,629,841	1,884,050	1,791,966	56,090,063	3,985,148
Total governmental activities	45,641,157	56,649,568	59,084,856	54,046,475	55,267,821	56,713,257	58,141,932	63,157,760	122,047,839	63,675,431
Business-type activities:										
Water and sewer	13,593,587	12,528,886	14,648,997	13,421,949	14,833,468	18,151,261	15,912,624	14,077,433	8,022,053	16,380,403
Marina	2,670,078	2,846,420	2,627,781	2,514,106	2,243,476	1,759,458	1,561,294	1,325,128	1,304,439	2,650,519
Refuse and stormwater	5,242,968	5,702,904	5,711,198	5,623,943	5,187,564	4,883,152	5,474,999	5,552,227	4,444,093	5,855,255
Community Development Entity	-	-	-	-	-	-	-	-	-	235,868
Interest on long term debt	-	-	-	-	-	1,575,606	1,332,724	1,401,885	506,714	1,120,455
Total business-type activities	21,506,633	21,078,210	22,987,976	21,559,998	22,264,508	26,369,477	24,281,641	22,356,673	14,277,299	26,242,500
Total government expenses	67,147,790	77,727,778	82,072,832	75,606,473	77,532,329	83,082,734	82,423,573	85,514,433	136,325,138	89,917,931
Program revenues:										
Governmental activities:										
Charges for services										
General government	685,881	6,904,276	4,868,886	6,809,910	6,967,484	5,274,854	6,565,474	12,141,552	9,622,826	9,050,311
Public safety	2,985,579	-	1,650,316	2,141,498	2,315,019	1,379,328	1,250,448	1,454,827	-	-
Culture and recreation	478,488	-	262,682	187,243	157,607	248,278	188,556	254,456	-	-
Transportation	-	-	-	13,535	5,087	132,242	17,109	8,063	-	-
Human services	-	-	-	-	-	-	1,710	500	-	-
Economic & physical environment	-	-	144,938	-	163,771	-	253,372	360,889	-	-
Redevelopment program	-	3,398,889	-	-	-	-	-	-	-	-
Operating grants and contributions	1,544,350	-	825,363	2,108,641	8,323,293	3,932,071	1,551,571	1,078,287	1,856,503	4,624,844
Capital grants and contributions	698,364	-	644,356	-	-	6,311,037	1,261,838	647,408	344,150	400,357
Total program revenues	6,392,662	10,303,165	8,396,541	11,260,827	17,932,261	17,277,810	11,090,078	15,945,982	11,823,479	14,075,512
Business-type activities:										
Charges for services										
Water and sewer	13,023,687	13,009,959	12,774,404	17,135,737	17,483,171	21,147,885	20,832,321	20,102,058	21,499,314	22,547,279
Marina	2,976,234	2,784,456	2,069,216	1,946,582	1,701,677	1,392,703	1,216,138	4,323,779	855,209	1,265,758
Refuse and stormwater	5,891,309	6,098,284	6,386,253	6,375,843	5,480,849	5,357,116	5,859,101	5,670,814	5,770,787	7,059,583
Community Development Entity	-	-	-	-	-	-	-	-	-	149,685
Operating grants and contributions	-	-	150,000	1,114,717	1,462,139	4,100,844	-	-	566,603	568,670
Capital grants and contributions	-	-	405,136	-	-	-	2,328,640	-	217,744	21,075
Total program revenues	21,891,230	21,892,699	21,785,009	26,572,879	26,127,836	31,998,548	30,236,200	30,096,651	28,909,657	31,612,050
Total program revenues	28,283,892	32,195,864	30,181,550	37,833,706	44,060,097	49,276,358	41,326,278	46,042,633	40,733,136	45,687,562
Net (expenses) revenues:										
Governmental activities	(39,248,495)	(46,346,403)	(50,688,315)	(42,785,648)	(37,335,560)	(39,435,447)	(47,051,854)	(47,211,778)	(54,134,297)	(45,614,771)
Business-type activities	384,597	814,489	(1,202,967)	5,012,881	3,863,328	5,629,071	5,954,559	7,739,978	14,632,358	5,369,550
Total net (expenses) revenues	(38,863,898)	(45,531,914)	(51,891,282)	(37,772,767)	(33,472,232)	(33,806,376)	(41,097,295)	(39,471,800)	(39,501,939)	(40,245,221)

**CITY OF RIVIERA BEACH, FLORIDA**  
**CHANGES IN NET POSITION**  
**LAST TEN FISCAL YEARS**  
**(ACCURAL BASIS OF ACCOUNTING)**

General revenues:										
Governmental activities:										
Property taxes	32,568,163	33,805,741	36,672,033	33,451,452	33,722,134	31,225,716	31,558,773	33,986,648	35,750,075	44,624,615
Utility taxes	5,726,731	4,749,106	6,470,590	5,140,557	4,996,255	4,985,199	4,060,124	4,316,158	4,275,034	4,633,809
Franchise fees	1,904,192	1,820,555	2,377,371	1,505,458	2,552,850	2,482,954	2,507,601	2,721,401	2,679,740	2,586,398
Other permits and fees	-	-	415,683	-	-	-	-	-	4,924,658	4,590,329
Impact fees	287,500	209,708	-	-	-	-	-	-	-	-
Sales and use taxes	2,482,155	-	447,563	-	-	-	-	-	-	-
Intergov't and shared revenues	1,326,618	412,976	3,213,844	4,373,394	4,311,664	4,909,182	6,757,906	6,631,201	5,315,152	5,568,857
Investment earnings	2,708,023	1,408,409	235,784	(33,443)	238,381	86,523	673,917	(1,209,881)	(50,986)	205,147
Gain (loss) on disposals	-	-	(291,254)	-	-	-	-	-	-	-
Net pension plan asset	-	-	-	-	-	-	-	-	(5,995,735)	19,268,841
Miscellaneous	1,023,766	350,600	1,599,853	1,121,951	593,381	246,655	2,436,162	1,151,114	3,436,450	3,783,692
Transfers	-	-	500,000	-	-	-	270,119	(1,901,014)	-	499,031
Total governmental activities	<u>48,027,148</u>	<u>42,757,095</u>	<u>51,641,467</u>	<u>45,559,369</u>	<u>46,414,665</u>	<u>43,936,229</u>	<u>48,264,602</u>	<u>45,695,627</u>	<u>50,334,388</u>	<u>85,760,719</u>
Business-type activities:										
Investment earnings	1,931,482	1,025,891	367,586	526,730	198,727	294,938	121,163	(63,547)	1,409,192	483,568
Miscellaneous	-	48,546	423,006	676,762	770,690	1,113,175	232,500	(9,459)	22,759	-
Transfers in (out)	-	-	(500,000)	-	-	-	(270,119)	1,901,014	-	(499,031)
Total business-type activities	<u>1,931,482</u>	<u>1,074,437</u>	<u>290,592</u>	<u>1,203,492</u>	<u>969,417</u>	<u>1,408,113</u>	<u>83,544</u>	<u>1,828,008</u>	<u>1,431,951</u>	<u>(15,463)</u>
Total general revenues	<u>49,958,630</u>	<u>43,831,532</u>	<u>51,932,059</u>	<u>46,762,861</u>	<u>47,384,082</u>	<u>45,344,342</u>	<u>48,348,146</u>	<u>47,523,635</u>	<u>51,766,339</u>	<u>85,745,256</u>
Change in net position:										
Governmental activities	8,778,653	(3,589,308)	953,152	2,773,721	9,079,105	4,500,782	1,212,748	(1,516,151)	(59,889,972)	36,160,800
Business-type activities	2,316,079	1,888,926	(912,375)	6,216,373	4,832,745	7,037,184	6,038,103	9,567,986	16,064,309	5,354,087
Total change in net position, restated	<u>\$11,094,732</u>	<u>\$(1,700,382)</u>	<u>\$ 40,777</u>	<u>\$8,990,094</u>	<u>\$13,911,850</u>	<u>\$11,537,966</u>	<u>\$7,250,851</u>	<u>\$8,051,835</u>	<u>\$(43,825,663)</u>	<u>\$ 41,514,887</u>

Source: City of Riviera Beach, Finance and Administrative Department

**CITY OF RIVIERA BEACH, FLORIDA**  
**FUND BALANCES OF GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**(ACCRUAL BASIS OF ACCOUNTING)**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General fund:										
Reserved for:										
Encumbrances	\$ 556,485	\$ 660,362	\$ 254,909	\$ 100,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inventory and prepaid	180,437	219,398	219,398	231,729	-	-	-	-	-	-
Fines and forfeitures	286,008	242,922	-	-	-	-	-	-	-	-
Long term advance	1,809,399	-	759,399	486,913	-	-	-	-	-	-
Debt service	-	1,429,018	-	-	-	-	-	-	-	-
Unrealized gain/(loss) FMV	-	-	(96,256)	-	-	-	-	-	-	-
Investments										
Nonspendable (1):										
Inventories	-	-	-	-	1,797,560	1,524,928	1,475,943	942,298	391,881	368,759
Prepaid items	-	-	-	-	498,612	576,423	-	15,000	-	-
Unreserved, undesignated	13,247,092	11,983,273	15,302,817	11,069,332	-	-	-	-	-	-
Unassigned (1):										
Other special revenue funds	-	-	-	-	-	-	-	-	-	-
General fund	-	-	-	-	13,458,237	11,939,205	15,321,358	17,400,596	19,080,752	22,284,354
Total general fund	16,079,421	14,534,973	16,440,267	11,888,638	15,754,409	14,040,556	16,797,301	18,357,894	19,472,633	22,653,113
All other governmental funds:										
Reserved for:										
Encumbrances	1,113,914	-	3,470,716	741,116	-	-	-	-	-	-
Inventory and prepaid	1,316,930	-	1,702,071	2,080,747	-	-	-	-	-	-
Debt service	307,201	-	383,138	384,640	-	-	-	-	-	-
Nonspendable (1):										
Inventories	-	-	-	-	716,085	716,085	716,085	128,175	-	-
Prepaid items	-	-	-	-	4,412	4,110	-	11,740	-	-
Restricted (1):										
Community redevelopment	-	-	-	-	20,967,466	19,894,682	20,106,600	10,116,221	1,738,967	3,960,890
Capital projects	-	-	-	-	16,633,167	19,289,469	16,627,681	36,630,393	29,131,722	25,715,486
Debt service	-	-	-	-	386,505	387,129	388,545	252,724	-	32,169
Committed (1):										
Emergency reserves	-	-	-	-	2,280,502	2,679,826	3,062,374	3,468,375	3,469,985	4,030,318
Assigned (1):										
Special revenue	-	-	-	-	558,663	2,986,167	3,003,922	1,203,282	2,100,628	1,824,524
Unreserved, undesignated reported in:										
Special revenue funds	1,437,579	-	544,638	1,728,862	-	-	-	-	-	-
Capital projects funds	25,558,888	25,982,131	4,255,074	4,172,992	-	-	-	-	-	-
Undesignated	-	4,892,351	17,015,750	10,502,868	-	-	-	-	-	-
Total all other governmental funds	29,734,512	30,874,482	27,371,387	19,611,225	41,546,800	45,957,468	43,905,207	51,810,910	36,441,302	35,563,387
<b>Total governmental funds</b>	<b>\$45,813,933</b>	<b>\$45,409,455</b>	<b>\$43,811,654</b>	<b>\$31,499,863</b>	<b>\$57,301,209</b>	<b>\$59,998,024</b>	<b>\$60,702,508</b>	<b>\$70,168,804</b>	<b>\$55,913,935</b>	<b>\$58,216,500</b>

Source: City of Riviera Beach, Finance and Administrative Services Department

Note: (1) GASB Statement No. 54 was implemented for fiscal year ended 9/30/2011, resulting in the reclassification of Governmental Funds fund balances.

**CITY OF RIVIERA BEACH, FLORIDA**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**(ACCURAL BASIS OF ACCOUNTING)**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Revenues:										
Taxes	\$39,953,571	\$43,001,457	\$45,967,556	\$40,097,467	\$41,271,239	\$31,448,287	\$39,122,872	\$41,467,611	\$43,182,086	\$52,451,049
Licenses and permits	1,494,939	2,457,084	415,683	1,037,569	1,256,129	1,231,233	1,241,983	1,658,174	4,924,658	4,590,329
Intergovernmental	7,995,092	2,914,144	4,683,563	7,144,404	13,297,326	15,031,555	6,231,962	6,466,606	4,099,977	4,577,768
Charges for services	6,833,174	6,904,276	6,926,822	7,156,327	7,394,474	12,521,851	6,469,086	8,056,137	9,622,826	9,050,311
Fines and forfeitures	468,123	275,668	263,787	295,921	295,996	276,665	436,058	369,536	628,307	571,744
Loan & capital lease proceeds	-	-	-	-	-	614,868	-	-	-	-
Rent	-	-	-	-	-	-	34,381	-	-	-
Investment earnings	2,708,022	1,408,409	235,784	(33,442)	238,381	101,678	155,511	138,139	295,945	205,147
Miscellaneous	1,786,864	1,054,630	1,422,216	1,121,950	593,380	617,926	1,370,405	(307,600)	714,520	3,211,948
Grant and contributions	-	-	-	-	-	-	3,404,560	1,889,669	2,205,288	5,025,201
Total Revenues	61,239,785	58,015,668	59,915,411	56,820,196	64,346,925	61,844,063	58,466,818	59,738,272	65,673,607	79,683,497
Expenditures:										
Current										
General government	14,466,829	16,066,730	16,639,695	16,118,660	17,111,819	16,705,691	17,617,869	24,429,023	21,502,285	22,738,925
Public safety	28,081,250	26,733,258	30,721,921	30,251,599	28,284,372	26,635,641	25,743,021	28,283,246	30,099,943	28,415,825
Transportation	1,270,377	2,435,357	1,468,824	1,272,828	1,816,708	1,296,846	1,003,004	1,348,693	1,408,908	1,355,625
Human services	174,043	672,906	766,887	233,592	148,566	724,838	584,090	694,523	762,196	853,234
Culture and recreation	5,281,373	5,376,579	4,397,119	4,383,388	4,487,922	3,858,531	3,532,554	4,366,977	4,392,302	4,348,511
Economic environment	253,746	451,574	2,584,439	10,360,211	3,573,182	1,248,817	2,396,058	223,679	8,598,381	1,978,163
Physical environment	-	-	562,947	1,359,429	741,746	-	-	-	-	-
Capital outlay	4,921,549	3,081,725	5,481,157	4,466,848	6,470,525	8,402,517	7,772,369	8,502,269	8,878,525	14,922,489
Debt service:										
Principal retirement	984,274	1,417,069	522,007	544,339	571,968	2,283,729	10,352,067	2,675,126	2,280,812	5,822,226
Interest and fiscal charges	385,190	404,888	361,715	490,733	908,777	1,629,841	1,573,816	1,627,881	2,791,712	3,985,148
Total expenditures	55,818,631	56,640,086	63,506,711	69,481,627	64,115,585	62,786,451	70,574,848	72,151,417	80,715,064	84,420,146
Excess (deficiency of revenues over expenditures)	5,421,154	1,375,582	(3,591,300)	(12,661,431)	231,340	(942,388)	(12,108,030)	(12,413,145)	(15,041,457)	(4,736,649)
Other financing sources (uses)										
Loan proceeds	-	-	-	-	25,570,000	-	11,550,000	23,780,455	56,973,253	-
Payment to pension plans	-	-	-	-	-	-	-	-	(56,090,063)	-
Transfers in	3,862,790	3,399,246	7,202,787	729,016	861,553	829,608	2,874,219	1,723,322	1,104,633	10,116,666
Transfers out	(3,862,790)	(4,784,327)	(5,202,787)	(729,016)	(861,553)	(829,608)	(1,611,704)	(3,624,336)	(1,569,234)	(9,617,635)
Loss on sale of inventory	-	(94,699)	-	-	-	-	-	-	-	-
Loss on investments	-	-	(14,706)	-	-	-	-	-	-	-
Loss on value of land inventory	-	(807,575)	(94,560)	-	-	-	-	-	-	-
Loan and capital lease proceeds	-	-	-	-	-	-	-	-	-	-
Proceeds from sale of land	-	55,934	-	-	-	-	-	-	-	-
Proceeds from surplus	-	-	23,116	-	-	-	-	-	-	-
Total other financing sources (uses)	-	(2,231,421)	1,913,850	-	25,570,000	-	12,812,515	21,879,441	418,589	499,031
Net change in fund balances	5,421,154	(855,839)	(1,677,450)	(12,661,431)	25,801,340	(942,388)	704,485	9,466,296	(14,622,868)	(4,237,618)
Fund balance - beginning as restated	40,392,779	46,265,294	45,489,104	44,161,294	31,499,867	60,940,411	59,998,023	60,702,508	70,536,803	62,454,118
<b>Fund balance - ending</b>	<b>\$ 45,813,933</b>	<b>\$ 45,409,455</b>	<b>\$ 43,811,654</b>	<b>\$ 31,499,863</b>	<b>\$ 57,301,207</b>	<b>\$ 59,998,023</b>	<b>\$ 60,702,508</b>	<b>\$ 70,168,804</b>	<b>\$ 55,913,935</b>	<b>\$ 58,216,500</b>
Debt service as a percentage of non-capital expenditures	1.99%	2.74%	0.91%	0.85%	1.02%	4.52%	5.17%	4.51%	3.02%	8.38%

## **Revenue Capacity**

---

**CITY OF RIVIERA BEACH, FLORIDA**  
**ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN FISCAL YEARS**

Fiscal Year Ended Sep 30	Tax Year	Taxable Value of Operating Millage				Exemptions & Adjustments	Gross Assessed Value	Total Direct Tax Rate
		Real Property	Personal Property	Centrally Assessed	Total Property			
2007	2006	\$3,461,716,447	\$312,107,614	\$5,188,700	\$3,779,012,761	\$39,074,442	\$3,739,938,319	9.000
2008	2007	3,665,329,272	335,919,182	5,306,193	4,006,554,647	9,017,535	3,997,537,112	8.750
2009	2008	3,681,580,819	336,072,996	8,881,910	4,026,535,725	25,127,340	4,001,408,385	8.426
2010	2009	3,351,772,451	308,308,269	8,804,706	3,668,885,426	78,132,343	3,590,753,083	8.426
2011	2010	2,854,182,893	304,388,248	4,542,328	3,163,113,469	(7,147,834)	3,170,261,303	8.998
2012	2011	3,437,386,175	302,134,311	4,855,627	3,744,376,113	720,587,888	3,023,788,225	8.998
2013	2012	3,423,577,683	280,218,177	5,108,721	3,708,904,581	716,488,332	2,992,416,249	8.998
2014	2013	3,826,250,140	301,145,150	4,657,362	4,132,052,652	750,387,922	3,381,664,730	8.998
2015	2014	3,821,801,946	306,390,283	5,268,669	4,133,460,898	754,569,514	3,378,891,384	8.952
2016	2015	4,123,057,541	1,202,591,653	6,020,005	5,331,669,199	773,060,380	4,558,608,819	8.452

Source: DR-403 - Recapitulation of Ad Valorem Assessment Rolls, Palm Beach County Property Appraiser's Office

**CITY OF RIVIERA BEACH, FLORIDA**  
**PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS**  
**LAST TEN YEARS**

Direct			Overlapping							
Fiscal Year Ended Sep 30	Tax Roll Year	City of Riviera Beach General Operations	Palm Beach County	Palm Beach County School Board	South Florida Water Mgt District	South Florida Water Mgt District - Everglades Construction	Florida Inland Navigation District (F.I.N.D.)	Children's Services Council	Palm Beach County Health Care District	Total Direct and Overlapping Rates
2007	2006	8.7500	4.4775	7.8720	0.5970	0.1000	0.0385	0.6199	0.9700	23.4249
2008	2007	8.4260	3.9813	7.3560	0.5346	0.0894	0.0345	0.5823	0.8900	21.8941
2009	2008	8.4260	4.5614	7.9830	0.5346	0.0894	0.0345	0.6009	0.9975	23.2273
2010	2009	8.4260	4.5614	7.9830	0.5346	0.0894	0.0345	0.6898	1.1451	23.4638
2011	2010	8.9980	4.9925	8.1800	0.5346	0.0894	0.0345	0.7475	1.1250	24.7015
2012	2011	8.9980	4.9902	7.7780	0.3676	0.0613	0.0345	0.7300	1.1220	24.0816
2013	2012	8.9980	4.9852	7.5860	0.3523	0.0587	0.0345	0.7025	1.0800	23.7972
2014	2013	8.9980	4.9729	7.5940	0.3294	0.0548	0.0345	0.6745	1.0800	23.7381
2015	2014	8.9520	4.9277	7.5940	0.3045	0.0506	0.0320	0.6677	1.0426	23.5711
2016	2015	8.4520	4.9142	7.0700	0.2836	0.0471	0.0320	0.6833	0.8993	22.3815

Sources: City of Riviera Beach, Finance and Administrative Services Department  
Palm Beach County Property Appraiser's Office

Notes: Millage rates are based on \$1 for every \$1,000 of assessed value. The City has a millage rate limit of 10.00 as stipulated by the State of Florida.  
Overlapping rates are those of local and county governments that apply to property owners within the City.



**CITY OF RIVIERA BEACH, FLORIDA  
PRINCIPAL PROPERTY TAXPAYERS  
CURRENT YEAR AND TEN YEARS AGO**

Taxpayer	Tax Year 2015			Tax Year 2006		
	Assessed Value (1)	Rank	Percentage of Total Assessed Valuation	Assessed Value (2)	Rank	Percentage of Total Assessed Valuation
Florida Power & Light	\$1,026,792,140	1	22.52%	\$35,087,162	2	0.94%
Marriott Ownership Resorts Inc.	114,568,873	2	2.51			
Morguard Woodbine LLC	37,613,583	3	0.83			
AR Northlake LLC	20,883,980	4	0.46			
HHR Singer Island Ltd. Partnership	21,923,641	5	0.48	24,200,000	6	0.65
Ask Florida LLC	21,135,000	6	0.46			
Pandya Dinesh	19,575,206	7	0.43			
Fred Keller Trust	15,461,587	8	0.34	21,702,723	8	0.58
Sysco Food Services	15,210,955	9	0.33	17,516,615	9	0.47
Port of Palm Beach District Lessor	13,696,560	10	0.30	44,936,862	1	1.20
Pandya Dinesh						
Alliance RT Limited Partnership				29,400,000	3	0.79
Resort at Singer Island Properties Inc.				25,852,260	5	0.69
Randolph Cornerstone LLC				26,000,000	4	0.70
RBY LLC				23,675,351	7	0.63
Sonoma Bay				11,023,000	10	0.29
	<b><u>\$1,306,861,525</u></b>		<b><u>28.66%</u></b>	<b><u>\$259,393,973</u></b>		<b><u>6.94%</u></b>

Sources: (1) Palm Beach County Tax Collector, values as of January 1, 2015  
(2) Palm Beach County Tax Collector, values as of January 1, 2006

**CITY OF RIVIERA BEACH, FLORIDA  
PROPERTY TAX LEVIES AND COLLECTIONS  
LAST TEN FISCAL YEARS**

<b>Fiscal Year Ended Sep 30</b>	<b>Tax Roll Year</b>	<b>Taxes Levied for the Fiscal Year</b>	<b>Collected within the Fiscal Year of the Levy (1)</b>		<b>Collections in Subsequent Years</b>	<b>Total Collections to Date</b>	
			<b>Amount</b>	<b>Percentage of Levy</b>		<b>Amount</b>	<b>Percentage of Levy</b>
2007	2006	\$32,724,460	\$31,502,034	96.26%	\$116,235	\$31,618,269	96.62 %
2008	2007	33,759,229	32,406,580	95.99	151,798	32,558,378	96.44
2009	2008	33,927,590	32,332,320	95.30	512,816	32,845,136	96.81
2010	2009	30,999,758	27,715,818	89.41	387,193	28,103,011	90.66
2011	2010	28,461,695	28,257,434	99.28	351,497	28,608,931	100.52
2012	2011	27,217,043	25,871,229	95.06	243,621	26,114,850	95.95
2013	2012	27,020,224	25,713,920	95.17	406,352	26,120,272	96.67
2014	2013	27,693,990	27,257,403	98.42	736,387	27,993,790	101.08
2015	2014	28,901,318	29,304,127	101.39	213,593	29,517,720	102.13
2016	2015	36,554,341	37,057,072	101.38	449,897	37,506,969	102.61

Sources: City of Riviera Beach, Finance and Administrative Services Department and  
Palm Beach County Property Appraiser's Officer

Note: (1) Amounts collected within the fiscal year of the levy includes legally available early payment discounts ranging from 4% to 1%.

**CITY OF RIVIERA BEACH, FLORIDA  
GENERAL REVENUES BY SOURCE  
LAST TEN FISCAL YEARS  
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)**

<b>Fiscal Year Ended Sep 30</b>	<b>Total Revenues</b>	<b>Taxes</b>	<b>Licenses and Permits</b>	<b>Inter- Gov't</b>	<b>Charges for Service</b>	<b>Fines and Forfeitures</b>	<b>Interest</b>	<b>Payment in Lieu of Taxes</b>	<b>Misc.</b>
2007	\$49,887,305	\$38,995,852	\$1,494,939	\$3,867,692	\$5,751,775	\$468,123	\$1,029,733	\$715,943	\$270,032
2008	53,078,929	39,714,825	2,457,084	270,162	5,847,965	275,668	520,067	715,943	85,591
2009	48,377,649	41,910,952	411,022	3,196,857	5,935,447	263,787	90,036	715,943	554,885
2010	50,320,673	34,749,027	1,037,569	4,905,478	6,149,617	295,921	59,892	715,943	464,202
2011	45,639,219	36,158,036	1,256,129	4,758,236	6,452,185	295,996	165,847	715,943	518,301
2012	49,289,002	26,114,850	1,231,234	4,780,363	11,374,799	276,665	(182,481)	715,943	1,327,846
2013	51,932,988	33,464,465	1,212,131	6,231,962	5,753,143	299,852	28,095	715,943	1,583,411
2014	55,930,112	35,246,989	1,642,699	6,466,606	7,060,624	286,888	33,297	995,513	200,372
2015	55,930,112	36,497,116	4,796,158	4,030,264	7,481,921	600,609	178,301	1,340,905	1,004,838
2016	66,472,505	45,089,743	4,252,502	4,235,815	7,484,108	542,393	108,288	1,566,203	3,193,453

Source: City of Riviera Beach, Finance and Administrative Services Department

Note: Information includes General Fund only.

**CITY OF RIVIERA BEACH, FLORIDA**  
**TAX REVENUES BY SOURCE**  
**LAST TEN FISCAL YEARS**  
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

<b>Fiscal Year Ended Sep 30</b>	<b>Total Tax Revenues</b>	<b>General Property Taxes</b>	<b>Use and Fuel</b>	<b>Public Service Taxes</b>	<b>Communi- cations Service Tax</b>	<b>Insurance Premium (1)</b>
2007	\$38,995,852	\$31,610,444	\$537,881	\$4,765,007	\$1,706,447	\$376,073
2008	39,714,825	32,558,378	586,786	4,222,219	1,881,201	466,241
2009	41,910,952	32,845,136	484,036	5,969,600	1,872,006	740,174
2010	34,749,027	28,103,012	488,168	3,960,607	1,654,023	543,217
2011	36,158,036	28,608,931	470,924	5,000,327	1,528,274	549,580
2012	32,755,944	26,114,850	473,444	4,158,028	1,433,830	575,792
2013	33,464,465	26,120,272	471,241	4,936,033	1,369,752	567,167
2014	35,246,989	27,993,790	477,499	5,331,088	1,222,571	222,041
2015	36,497,116	29,304,127	510,525	5,467,289	1,215,175	-
2016	45,089,741	37,506,969	523,141	6,068,542	991,089	-

Source: City of Riviera Beach, Finance and Administrative Services Department

Note: Information for General Fund only.  
During FY 2015, the City authorized the State of Florida, Department of Retirement, to remit the insurance premium taxes directly to Firefighters' and Police Pension Trust Funds.

**CITY OF RIVIERA BEACH, FLORIDA**  
**GENERAL GOVERNMENT EXPENDITURES BY FUNCTION**  
**LAST TEN FISCAL YEARS**  
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

<b>Fiscal Year Ended Sep 30</b>	<b>Total Expenditures</b>	<b>General Government</b>	<b>Public Safety</b>	<b>Physical &amp; Economic Environment</b>	<b>Transport- ation</b>	<b>Human Services</b>	<b>Culture and Recreation</b>	<b>Capital Outlay</b>	<b>Other Uses</b>
2007	\$46,782,448	\$12,710,579	\$27,846,799	\$ -	\$1,270,377	\$174,043	\$3,874,696	\$905,954	\$ -
2008	49,561,980	14,796,438	26,272,105	446,022	1,577,773	191,159	4,190,320	1,153,971	934,192
2009	53,240,701	16,586,493	29,776,175	534,990	1,429,666	222,630	4,211,616	479,131	-
2010	51,120,497	16,092,060	29,463,970	-	1,083,672	233,592	3,793,904	453,299	-
2011	47,385,166	14,874,275	27,108,414	185,349	1,010,134	148,566	3,916,768	141,660	-
2012	46,863,033	15,131,531	25,706,435	37,531	1,012,555	180,386	3,831,948	962,647	-
2013	47,775,617	15,836,787	25,184,466	18,003	1,049,076	146,583	3,509,547	2,031,155	-
2014	50,340,791	15,190,226	27,968,913	208,090	1,325,789	212,058	4,183,259	1,252,456	-
2015	54,603,976	17,868,821	29,334,074	590,809	1,404,272	245,367	4,325,676	684,704	150,253
2016	54,173,421	20,203,528	27,496,238	10,646	1,341,075	235,698	4,298,070	537,646	50,520

Source: City of Riviera Beach, Finance and Administrative Services Department

Note: Information includes General Fund only.

## **Debt Capacity**

---

**CITY OF RIVIERA BEACH, FLORIDA**  
**RATIOS OF OUTSTANDING DEBT BY TYPE**  
**LAST TEN FISCAL YEARS**

Fiscal Year Ended Sep 30	Governmental Activities						Business-type Activities						Total Primary Government	Percent of Personal Income	Per Capita
	Capital Projects Note	Public Improve- ment Revenue Bonds	FLGFC Pooled Commer- cial Paper Loan	CRA Projects Note	CRA Redevelop- ment Revenue Note	Capital Leases	Water & Sewer Consoli- dated Utility Obligation	Water & Sewer Revenue Bonds	Sales Tax Revenue Refunding Bonds	Capital Leases	Stormwater Revenue Bonds				
2007	\$2,043,912	\$ -	\$650,000	\$7,175,876	\$ -	\$ -	\$417,860	\$29,730,000	\$2,435,000	\$9,211	\$-	\$ -	5.06 %	\$1,175	
2008	1,851,987	-	-	6,950,732	-	-	390,003	29,105,000	1,980,000	-	-	42,461,859	4.76	1,106	
2009	1,652,093	-	-	6,628,619	-	-	362,146	28,460,000	1,510,000	-	-	40,277,722	4.85	1,051	
2010	1,445,973	-	-	6,290,400	-	-	334,289	27,795,000	1,025,000	-	-	38,612,858	5.23	1,136	
2011	1,229,134	-	-	5,935,271	25,570,000	-	306,432	27,110,000	520,000	-	-	36,890,662	8.60	1,867	
2012	1,003,291	-	-	5,562,385	23,885,000	614,868	951,580	26,400,000	-	-	-	60,670,837	7.94	1,778	
2013	768,071	-	-	5,170,855	25,790,000	534,551	886,823	25,665,000	-	-	-	58,417,124	7.93	1,775	
2014	523,084	22,000,000	-	4,759,748	24,045,000	1,454,173	816,691	25,385,871	-	-	-	58,815,300	10.22	2,367	
2015	265,755	79,360,000	-	4,328,086	22,265,000	3,162,417	740,738	25,370,853	-	-	-	78,984,567	17.63	4,171	
2016	-	77,885,000	-	3,874,841	20,410,000	3,652,366	658,480	55,110,000	-	-	10,000,000	135,492,849	21.30	5,046	

Source: City of Riviera Beach, Finance and Administrative Services Department

Note: The notes to the basic financial statements provide specific details regarding the City's outstanding debt.

**CITY OF RIVIERA BEACH, FLORIDA  
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT  
SEPTEMBER 30, 2016**

<b>Government Unit</b>	<b>Net Debt Outstanding</b>	<b>Estimated Percentage Applicable to City of Riviera Beach <sup>(4)</sup></b>	<b>Amount Applicable to City of Riviera Beach</b>
<b>Direct Debt:</b>			
City of Riviera Beach Direct Debt <sup>(1)</sup>	\$85,873,391	100.00 %	\$85,873,391
<b>Overlapping Debt:</b>			
Palm Beach County School Board <sup>(2)</sup>	1,776,258,000	2.77	49,202,347
Palm Beach County <sup>(3)</sup>	1,172,262,227	2.99	35,050,641
	<b>Total Overlapping Debt</b>		<b>84,252,988</b>
	<b>Total Direct and Overlapping Debt</b>		<b>\$170,126,379</b>

Sources: City of Riviera Beach, Finance and Administrative Services Department  
Palm Beach County School Board, CAFR June 30, 2016  
Palm Beach County, Office of Financial Management and Budget  
Palm Beach County Property Appraiser's Office

Notes:

- (1) City of Riviera Beach's net outstanding debt includes revenue bonds and notes payable less Water and Sewer revenue bonds and obligations. Details of the debt are available in the City's Notes to the Financial Statements for fiscal year ended September 30, 2016
- (2) Details regarding Palm Beach County School Board's outstanding debt are available in the School Board's Notes to the Financial Statements for fiscal year ended June 30, 2016
- (3) Details regarding Palm Beach County's outstanding debt for fiscal year ended September 30, 2016 are available from PBC, Office of Financial Management and Budget.
- (4) Estimated percentage applicable to the City of Riviera Beach is computed based on the ratio of Palm Beach County and Palm Beach County School Board's total taxable assessed value to that within the City of Riviera Beach.
- Overlapping government units are those with geographic areas that coincide, at least in part, with the geographic boundaries of the City of Riviera Beach.



**CITY OF RIVIERA BEACH, FLORIDA**  
**SCHEDULE OF GENERAL GOVERNMENT PLEDGED REVENUE COVERAGE**  
**LAST TEN YEARS**

Fiscal Year Ended Sep 30	Gas Tax	Franchise Fees	Public Service Taxes	Business Taxes	Sales Tax	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
							Principal	Interest	Total	
2007	\$537,881	\$1,904,193	\$4,567,262	\$442,281	\$3,600,801	\$11,052,418	\$734,274	\$97,950	\$832,224	13.28
2008	586,786	1,820,555	4,749,106	464,132	3,551,266	11,171,845	191,925	82,048	273,973	40.78
2009	484,036	2,377,371	5,016,652	447,563	3,163,697	11,489,319	199,893	74,079	273,972	41.94
2010	488,168	1,505,458	3,486,534	463,486	2,154,172	8,097,818	216,839	57,135	273,974	29.56
2011	470,924	2,552,850	3,467,981	643,632	2,193,715	9,329,102	225,843	48,131	273,974	34.05
2012	473,444	2,482,954	3,551,369	606,659	2,125,149	9,239,575	315,537	57,016	372,553	24.80
2013	471,241	2,507,601	4,060,124	875,908	2,236,508	10,151,382	327,690	44,863	372,553	27.25
2014	506,435	2,721,401	4,316,158	976,696	2,396,237	10,916,927	340,319	32,234	372,553	29.30
2015	510,525	2,704,479	4,275,034	1,192,255	2,583,803	11,266,096	3,201,228	2,067,852	5,269,080	2.14
2016	523,141	2,586,398	4,633,809	1,434,733	2,678,737	11,856,818	2,607,198	2,273,181	4,880,379	2.43

Source: City of Riviera Beach, Finance and Administrative Services Department

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF CRA REVENUE COVERAGE  
LAST TEN FISCAL YEARS**

Fiscal Year Ended Sep 30	Operating Revenues	Operating Expenditures	Net Revenues Available for Debt Service	Debt Service Requirements			Debt Service Coverage Ratio
				Principal	Interest	Total	
2007	\$2,949,490	\$1,323,298	\$1,626,192	\$225,144	\$145,618	\$370,762	4.39
2008	3,347,585	1,275,844	2,071,741	322,113	291,236	613,349	3.38
2009	3,874,372	1,702,492	2,171,880	338,219	277,739	615,958	3.53
2010	5,429,873	2,943,999	2,485,874	355,129	263,568	618,697	4.02
2011	5,251,843	4,794,835	457,008	2,057,886	1,383,996	3,441,882	0.13
2012	6,782,567	4,390,944	2,391,623	2,151,530	1,293,558	3,445,088	0.69
2013	5,642,411	5,431,271	211,140	1,745,000	1,061,503	2,806,503	0.08
2014	6,049,804	8,805,321	(2,755,517)	2,211,662	1,223,335	3,434,997	(0.80)
2015	6,640,071	14,931,925	(8,291,854)	1,875,592	1,271,072	3,146,664	(2.64)
2016	10,871,420	15,189,689	(4,318,269)	1,730,000	867,048	2,597,048	(1.66)

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF WATER AND SEWER REVENUE COVERAGE  
LAST TEN FISCAL YEARS**

<b>Fiscal Year Ended Sep 30</b>	<b>Gross Revenues</b>	<b>Cost of Operations and Maintenance</b>	<b>Net Revenues Available for Debt Service</b>	<b>Debt Service Requirements</b>			<b>Debt Service Coverage Ratio</b>
				<b>Principal</b>	<b>Interest</b>	<b>Total</b>	
2007	\$14,285,382	\$10,893,166	\$3,392,216	\$600,000	\$1,389,581	\$1,987,581	1.71
2008	13,456,517	10,736,506	2,720,011	610,000	1,377,581	1,987,581	1.37
2009	13,833,204	10,603,830	3,229,374	625,000	1,362,331	1,987,331	1.62
2010	18,028,983	9,800,047	8,228,936	645,000	1,345,144	1,990,144	4.13
2011	18,154,046	11,284,394	6,869,652	665,000	1,325,794	1,990,794	3.45
2012	17,430,619	11,400,144	6,030,475	685,000	1,304,181	1,989,181	3.03
2013	20,935,035	14,580,576	6,354,459	710,000	1,280,206	1,990,206	3.19
2014	19,965,256	12,184,146	7,781,110	760,000	1,226,019	1,986,019	3.92
2015	22,252,898	12,920,215	9,332,683	740,000	1,050,925	1,790,925	5.21
2016	22,673,701	14,282,235	8,391,466	839,084	1,907,706	2,746,790	3.06

Source: City of Riviera Beach, Finance and Administrative Services Department

**CITY OF RIVIERA BEACH, FLORIDA  
DEBT COMPLIANCE  
SEPTEMBER 30, 2016**

<u>Description</u>	<u>Targets</u>	<u>Actual</u>
<b><u>General Government</u></b>		
Debt service as a percentage of General Government Expenditures		
Debt limit	20% maximum	
Goal / Target	10% maximum	8.19%
Weighted Average Maturity of Debt Program (s)	10-year maximum	11.7 years
Variable rate debt as a percentage of Total Debt	25% maximum	0%
Pay-as-you-go funding for Renewal and Replacement:		
Fleet and minor equipment	\$0.5 million annually (min)	\$ 500,000
Technology equipment	\$0.1 million annually (min)	\$1,000,000
Buildings / structures maintenance	\$0.1 million annually (min)	\$ 367,472
Roads, curbs, and sidewalks	\$0.5 million annually (min)	\$ 881,306
General Fund Emergency Reserve as a percentage of Operating Revenues		
Goal / Target	20% minimum	41.14%
<b><u>Enterprise Funds</u></b>		
Debt Service Coverage		
Test #1 (as a percentage of Maximum Annual Debt Service)		
Goal / Target	120% minimum	229%
Test #2 (Required Transfers)		
Goal / Target	100% minimum	230%
Weighted Average Maturity of Debt Program (s)	25-year maximum	15 years
Variable Rate Debt as a percentage of Total Debt	25% maximum	0%
Pay-as-you-go for Renewal and Replacement funding as a percentage of Operating Revenues:		
Water and Sewer	10% minimum	19.76%
Stormwater	10% minimum	19.48%
Emergency Reserve as a percentage of Operating Revenues:		
Water and Sewer	20% minimum	33.70%
Stormwater	20% minimum	36.72%

Source: City of Riviera Beach's Debt Management Policy

## **Demographic and Economic Information**

---

**CITY OF RIVIERA BEACH, FLORIDA  
DEMOGRAPHIC AND ECONOMIC STATISTICS  
LAST TEN FISCAL YEARS**

<b>Year</b>	<b>Palm Beach County Population <sup>(2)</sup></b>	<b>City of Riviera Beach Population <sup>(3)</sup></b>	<b>PBC per Capita Personal Income <sup>(4)</sup></b>	<b>City per Capita Personal Income <sup>(5)</sup></b>	<b>City Unemployment Rate <sup>(1)</sup></b>
2007	1,264,648	36,138	\$58,749	\$23,234	5.6
2008	1,269,745	36,430	59,240	23,234	9.0
2009	1,279,745	36,722	51,910	21,694	11.4
2010	1,320,134	32,488	52,526	21,702	12.8
2011	1,323,394	32,496	53,871	21,702	11.8
2012	1,335,187	32,861	55,628	22,399	10.4
2013	1,356,545	33,129	57,985	22,399	7.9
2014	1,372,171	33,369	66,914	23,159	6.1
2015	1,397,710	33,649	N/A	23,652	5.7
2016	1,422,789	34,005	N/A	23,685	5.8

Sources: (1) U.S. Bureau of Labor Statistics (Sep 2015)  
(2) U.S. Census Bureau, Population Estimates Program (July 1, 2014 estimate)  
(3) U.S. Census Bureau, Population Estimates Program (July 1, 2015 estimate)  
City of Riviera Beach, Community Development Department  
(4) Bureau of Economic Analysis - <http://www.bea.gov/regional/bearfacts/action.cfm> (2014)  
(5) U.S. Census Bureau - <http://factfinder.census.gov>

Notes: Palm Beach County (PBC) population for 2005 to 2015 is based on U.S. Census Bureau  
Population estimates as of July 1 of each year.

**CITY OF RIVIERA BEACH, FLORIDA  
PRINCIPAL EMPLOYERS  
CURRENT YEAR, 2016**

<b>Employer</b>	<b>Type of Business</b>	<b>Approximate Number of Employees</b>
Veterans Affairs Medical Center	Health care	2,700
Palm Beach County School Board	Education	1,950
Cheney Brothers	Food distribution	660
Tropical Shipping	Food distribution	500
City of Riviera Beach	City government	500
Pepsi Cola Bottling Co.	Bottled soft drinks	450
Lockheed Martin Corp.	Aerospace engineering	430
SYSCO Food Services	Food distribution	350
Serta Mattress	Mattress manufacturing	135
Farmer & Irwin Corp.	Mechanical construction	130

Source: Business Development Board of Palm Beach County  
City of Riviera Beach Finance and Administrative Services Department

## **Operating Information**

---



**CITY OF RIVIERA BEACH, FLORIDA  
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION  
LAST TEN FISCAL YEARS**

Function/Program	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General Government	112.5	115.5	109	95	89	89.5	87.5	103	103	112
Police	168	176.5	180.5	170.5	160	157	152.5	156	160	160
Fire	79	79	78	76	73.5	70	71.5	74	74	68
Culture and recreation	67.5	58	60.5	53	41.5	49	50	50	48.5	47
Transportation	17	16	15	12	13	14	11.5	12	12	13
Human Services	3	4	4	4	4	3.5	3	4.5	4.5	4.5
Marina	16	16	14.5	14.5	8.5	9	8.5	8	8	-
Water and sewer	53	53	51	49	55	55	56	49	48	42
Stormwater	9	8	7.5	8.5	10	9.5	9.5	9	9	7
Total number of employees	<b>525</b>	<b>526</b>	<b>520</b>	<b>482.5</b>	<b>454.5</b>	<b>456.5</b>	<b>450</b>	<b>465.5</b>	<b>467</b>	<b>453.5</b>

Source: City of Riviera Beach, Finance and Administrative Services Department

**CITY OF RIVIERA BEACH, FLORIDA  
OPERATING INDICATORS BY FUNCTION / PROGRAM  
LAST TEN FISCAL YEARS**

<b>Function/Program</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>Fire</b>										
Emergency responses	6,992	6,595	6,204	6,077	6,490	6,604	6,750	7,172	6,577	8,090
Fires reported	184	145	161	120	118	105	100	84	124	128
<b>Streets</b>										
Potholes repaired	N/A	364	267	N/A	135	300	375	180	300	350
Streets swept (miles)	N/A	144	240	240	3,100	4,800	3,200	3,200	4,500	4,500
<b>Planning and development</b>										
Building permits issued	4,187	3,474	2,305	2,401	2,497	2,444	2,601	2,535	2,952	2,825
Building inspections conducted	9,426	5,886	3,862	5,848	3,772	4,131	4,937	5,419	7,082	7,662
<b>Parks and recreation</b>										
Number of participants:										
Barracuda Bay	29,756	29,813	28,164	19,568	22,155	20,086	4,509	6,710	6,100	8,396
Swim lessons	382	348	262	497	530	675	558	175	600	466
Junior lifeguard	9	36	31	38	30	26	34	58	60	28
Football and cheerleading	225	290	334	260	250	270	210	250	250	219
Summer program	100	90	86	71	60	65	75	250	250	192
Seniors program	100	90	100	85	80	80	80	80	100	100
Youth basketball	224	235	200	190	215	190	130	130	600	191
Tee ball / Baseball / Tennis	N/A	150	175	195	100	100	125	125	250	56
<b>Utility system</b>										
Active accounts - water	13,659	13,641	13,656	13,559	13,929	13,175	13,366	12,975	12,686	12,665
Active accounts - sewer	13,192	13,156	13,193	13,114	13,475	13,127	13,315	13,010	13,052	12,616
Active accounts - trash	10,851	10,820	10,839	10,769	10,832	10,746	10,827	10,663	10,540	10,538
Water treated (MG)	2,544	2,322	2,079	2,380	2,450	2,472	2,500	2,647	2,762	2,800
Wastewater treated (MG)	1,780	1,625	1,455	1,666	1,715	1,759	1,836	1,778	1,796	1,799

Source: Various departments of the City of Riviera Beach

N/A = Not Available

**CITY OF RIVIERA BEACH, FLORIDA**  
**CAPITAL ASSETS STATISTICS BY FUNCTION / PROGRAM**  
**LAST TEN FISCAL YEARS**

<b>Function/Program</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>General government:</b>											
Government buildings	1	1	1	1	1	1	1	1	1	2	2
<b>Public safety:</b>											
Police stations	1	1	1	1	1	1	1	1	1	1	1
Substations	1	1	1	1	1	1	1	1	1	1	1
Patrol cars	75	80	85	95	110	110	110	110	120	132	135
Fire stations	4	4	4	4	4	4	4	4	4	4	4
<b>Culture and recreation</b>											
Parks	12	12	12	12	12	12	12	12	12	12	12
Parks acreage	55	55	55	55	55	55	55	55	55	55	55
Recreation centers	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2	2
Senior centers	1	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1	1
Gymnasiums	2	2	2	2	2	2	2	2	2	2	2
Playgrounds	11	11	11	10	10	10	10	10	10	10	10
Tennis courts	7	6	6	6	6	6	6	6	6	6	6
Basketball courts	5	5	5	5	5	5	5	5	5	5	5
Baseball/softball/soccer fields	7	7	7	7	7	7	7	7	7	7	7
Libraries	1	1	1	1	1	1	1	1	1	1	1
<b>Transportation:</b>											
Miles of streets	82	82	82	82	82	82	82	82	82	82	82
Number of street lights	3,395	3,430	3,465	3,500	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Miles of sidewalks	57	57	57	57	57	57	57	57	57	57	57
<b>Utility systems:</b>											
Water mains (miles)	175	175	175	175	175	188	188	187	187	187	187
Sewer mains (miles)	156.3	156.3	156.3	156.3	156.3	157.4	157.4	157.3	157.3	157.3	157.3
Water treatment capacity (MGD)	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5
Storage tank & pump stations	4	4	4	4	4	4	4	4	4	4	4
Lift stations	51	51	51	51	51	51	51	51	51	51	51
Fire hydrants	1,089	1,089	1,089	1,089	1,089	1,100	1,100	1,109	1,109	1,125	1,125

Source: Various departments of the City of Riviera Beach

## **Part IV**

---

# **COMPLIANCE SECTION**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council  
City of Riviera Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Riviera Beach, Florida (the 'City'), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 5, 2017. Our report includes a reference to other auditors who audited the financial statements of the Fiduciary Funds, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations,

contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida

May 5, 2017

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and Members of City Council  
City of Riviera Beach, Florida

**Report on Compliance for Each Major Federal Program**

We have audited the City of Riviera Beach, Florida's (the 'City') compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2016. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

***Opinion on Each Major Federal Program***

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

### ***Other Matters***

The results of our auditing procedures did not disclose instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance. Our opinion on each major federal program is not modified.

### **Report on Internal Control over Compliance**

Management of the City, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

***HCT Certified Public Accountants & Consultants, LLC***

Hollywood, Florida

May 5, 2017



**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2016**

<b>ROUGH GRANTOR/PROGRAM TITLE</b>	<b>Federal CFDA Number</b>	<b>Pass - Through Entity Identifying Number</b>	<b>Federal Expenditures</b>
<b><u>U.S. DEPARTMENT OF JUSTICE</u></b>			
JAG 13	16.738	2013-DJ-BX-0087	\$ 3,319
JAG 14	16.738	2014-DJ-BX-0003	39,125
Bullet Proof Vests	16.607	2014-BUBX-140-73372	4,860
Cops Hiring	16.710	2014UMWX0156	142,854
<b>PASS THROUGH STATE OF FLORIDA OFFICE OF ATTORNEY GENERAL</b>			
VICTIMS OF CRIME ACT (VOCA)	16.575	V179-14266	51,379
<b>Total U.S. Department of Justice</b>			<b>241,537</b>
<b><u>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</u></b>			
<b>PASS THROUGH: PBC HOUSING AND COMM DEVELOPMENT</b>			
CDBG W 23rd Street	14.218	B-14-UC-12-0004	188,761
<b>Total Housing and Urban Development</b>			<b>188,761</b>
<b><u>U.S. DEPARTMENT OF JUSTICE</u></b>			
<b><u>FLORIDA DEPARTMENT OF LAW ENFORCEMENT (EDWARD BYRNE MEMORIAL JAG PROGRAM)</u></b>			
<b><u>PASS THROUGH PALM BEACH COUNTY</u></b>			
Criminal Justice Re-Entry	16.804	R2016 0293	30,165
Criminal Justice Restore	16.804	R2016 0285	120,128
Criminal Justice Restore	16.804	R2016 0284	18,254
Criminal Justice Restore	16.804	R2015 1841	46,045
Youth Violence Prevention Project	16.804	R2015 1726	127,261
Civil Drug Court Contract Services	16.804	R2016 0280	120,349
<b>Total Department of Law Enforcement</b>			<b>462,202</b>
<b><u>U.S. DEPARTMENT OF AGRICULTURE</u></b>			
<b><u>PASS THROUGH: STATE OF FL DEPT OF EDUCATION</u></b>			
Summer Food	10.559	18729	27,404
<b>Total Department of Agriculture</b>			<b>27,404</b>
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>			
<b><u>PASS THROUGH: FEMA</u></b>			
<b>ASSISTANCE TO FIREFIGHTER GRANT PROGRAM</b>	97.044	EMW-2014-FO-03470	<b>158,736</b>
<b>PORT SECURITY GRANT PROGRAM - spot shooter</b>	97.056	EMW-2014-PU-00532-S0	<b>401,250</b>
<b>Total U.S Dept of Homeland Security</b>			<b>559,986</b>
<b>U.S DEPARTMENT of the INTERIOR, NPS</b>			
<b><u>PASS THROUGH:</u></b>			
<b><u>Florida Department of</u></b>			
<b><u>Environmental Protection</u></b>			
Bi-centennial Park Improvements	15.916	LW12-00605	200,000
<b>Total</b>			<b>200,000</b>
<b>TOTAL FEDERAL AWARDS</b>			<b>\$ 1,679,890</b>

**CITY OF RIVIERA BEACH, FLORIDA**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**For the Year Ended September 30, 2016**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- (1) Expenditures reported on the Schedule of Expenditures of Federal Award (the "Schedule") are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Pass-through entity identifying numbers are presented where available.

**NOTE 2 – BASIS OF PRESENTATION**

The accompanying Schedule includes the federal and state grant activities of the City. The information in the schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. For purposes of the Schedule, federal awards include all grants and contracts entered into directly between the City and agencies and departments of the federal government and pass-through agencies, as applicable.

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FISCAL YEAR ENDED SEPTEMBER 30, 2016**

**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

*Financial Statements*

Type of Auditor’s report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified?        Yes   **X**   No
- Significant deficiency(ies) identified that is (are) not considered to be material weakness(es)?        Yes   **X**   No

Noncompliance material to financial statements noted?        Yes   **X**   No

*Federal Awards*

Internal control over major programs:

- Material weakness(es) identified?        Yes   **X**   No
- Significant deficiency(ies) identified that is (are) not considered to be material weakness(es)?        Yes   **X**   No

Type of auditors’ report issued on compliance for major federal programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Uniform Guidance?        Yes   **X**   No

Identification of major programs:

<u>Federal Program</u>	<u>Federal CFDA</u>
US Department of Justice	16.804
U.S Department of Homeland Security	97.056

Dollar threshold used to distinguish between Type A and Type B

Federal Programs: \$300,000

Auditee qualified as low-risk auditee for federal award programs?        Yes   **X**   No

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FISCAL YEAR ENDED SEPTEMBER 30, 2016**

**SECTION II - PRIOR YEAR FINANCIAL STATEMENT FINDINGS**

Matters that are repeated in the accompanying Schedule of Findings and Questioned Costs

None.

Matters that are not repeated

**2015-01 Material Adjustments**

*Condition*

Material adjustments were posted by the auditee which affected prior year balances.

*Criteria*

Statement of Auditing Standards (SAS) No. 115 indicates that the "Identification by the Auditor of a material misstatement of the financial statements under audit in circumstances that indicate that the misstatement would not have been detected by the Entity's internal control" should be regarded as a material weakness in internal controls.

*Cause*

Due to the inadequate capital assets inventory monitoring material adjustments were recorded to properly reflect capital assets.

*Effect*

Without the adjustments, the financial statements would not be properly presented under GAAP.

*Recommendation*

We recommend the City undertake a physical inventory count for capital assets so that adjustments can be made in a timely manner.

*Status*

Implemented

**PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS**

Matters that are repeated in the accompanying Schedule of Findings and Questioned Costs

None.

Matters that are not repeated

None.

**CITY OF RIVIERA BEACH, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FISCAL YEAR ENDED SEPTEMBER 30, 2016**

**SECTION III – FINANCIAL STATEMENT FINDINGS**

**CURRENT YEAR FINDINGS**

**CONTROL DEFICIENCY, SIGNIFICANT DEFICIENCY, AND MATERIAL WEAKNESS**

None.

**SECTION IV – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS**

**CONTROL DEFICIENCY**

None.

## **MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor and City Council  
City of Riviera Beach, Florida

### **Report on the Financial Statements**

We have audited the financial statements of the City of Riviera Beach, Florida (the 'City'), as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated May 5, 2017.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

### **Other Reports and Schedule**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 5, 2017, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report which is described in the accompanying Schedule of Findings and Questioned Costs as item 2015-01.

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. All related disclosures have been made in the notes to the financial statements.

## **Financial Condition**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statute.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

## **Annual Financial Report**

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

## **Other Matters**

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, findings and recommendations are incorporated in the accompanying Schedules of Findings and Questioned Costs as finding number 2015-01.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

## **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and City Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We would like to thank the management and staff of the City for their assistance and courtesy during the engagement. Please feel free to contact us with any questions or comments, as we would be pleased to meet you at your convenience.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida  
May 5, 2017

## **INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES, LOCAL GOVERNMENT INVESTMENT POLICIES**

To the Honorable Mayor and Members of City Council  
City of Riviera Beach, Florida

We have audited the financial statements of the City of Riviera Beach, Florida (the "City") as of and for the year ended September 30, 2016, and have issued our report thereon dated May 5, 2017.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Non-Profit Organizations; and Chapter 10.550, Rules of the Florida Auditor General.

### **Other Reports and Schedule**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards, Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; (as applicable) Schedule of Findings and Questioned Costs; the Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General and the management letter in accordance with the rules of the Auditor General of the State of Florida. Disclosures in those reports and schedule, which are dated May 5, 2017, should be considered in conjunction with this report.

### **Local Government Investment Policies**

We have examined the City's compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, during the year ended September 30, 2016. Management is responsible for City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.



In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016. This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida

May 5, 2017

# FINANCIAL INDICATORS

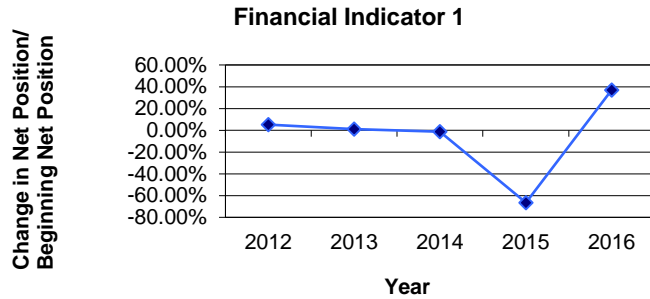
OVERALL RATING:

**Favorable**

ENTITY: **M32100 - Riviera Beach, City of**

**Fiscal Year - September 30, 2016**

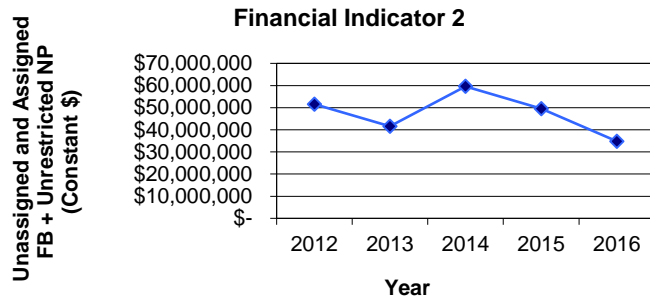
Benchmark Group:



Unfavorable =

Favorable =

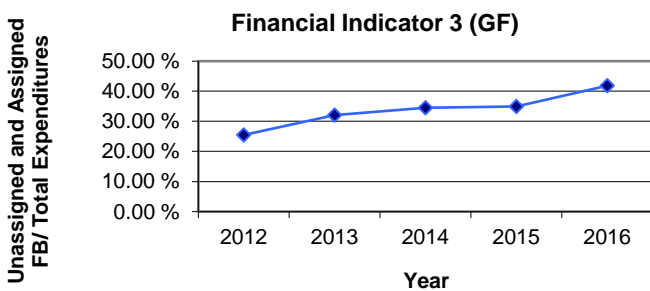
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	602%	Y5 Entity	36.94%
Y2 to Y5 Diff	3161%	Y5 Bench	-66.49%
Y3 to Y5 Diff	2738%	Y5 Entity to Bench Diff	156%
Trend:		Benchmark Comparison:	Favorable
Overall Rating:		Favorable	



Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-33%	Y5 Entity	\$ 34,824,983
Y2 to Y5 Diff	-16%	Y5 Bench	\$ 51,295,071
Y3 to Y5 Diff	-42%	Y5 Entity to Bench Diff	-32%
Trend:		Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	

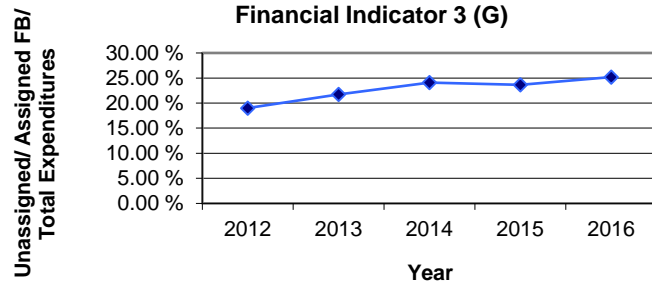


Unfavorable =

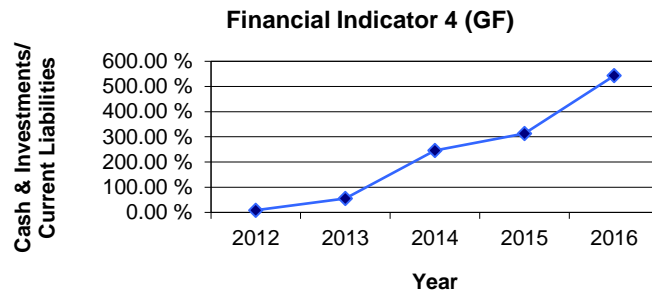
Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	64%	Y5 Entity	41.82%
Y2 to Y5 Diff	30%	Y5 Bench	34.94%
Y3 to Y5 Diff	21%	Y5 Entity to Bench Diff	20%
Trend:		Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

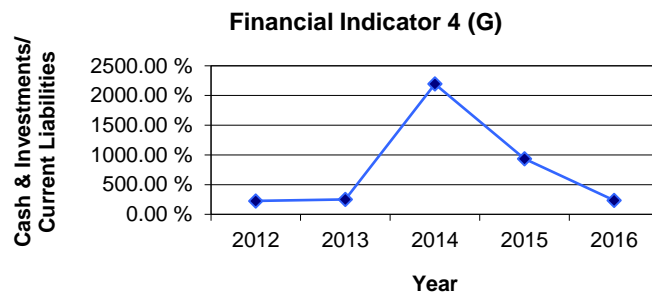
Benchmark Group:



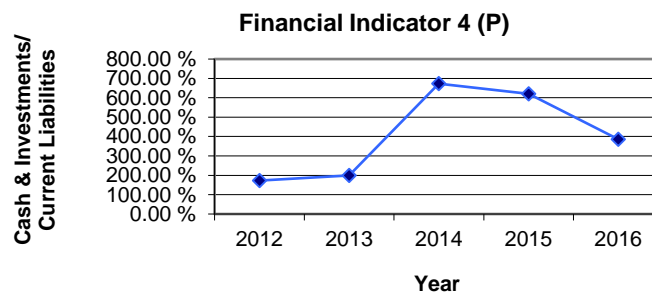
Unfavorable =		Favorable =	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	32%	Y5 Entity	25.19%
Y2 to Y5 Diff	16%	Y5 Bench	23.64%
Y3 to Y5 Diff	4%	Y5 Entity to Bench Diff	7%
Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	



Unfavorable =		Favorable =	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	6114%	Y5 Entity	542.65%
Y2 to Y5 Diff	886%	Y5 Bench	312.97%
Y3 to Y5 Diff	121%	Y5 Entity to Bench Diff	73%
Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	



Unfavorable =		Favorable =	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	5%	Y5 Entity	236.78%
Y2 to Y5 Diff	-5%	Y5 Bench	933.34%
Y3 to Y5 Diff	-89%	Y5 Entity to Bench Diff	-75%
Trend:	Unfavorable	Benchmark Comparison:	Favorable
Overall Rating:		Unfavorable	



Unfavorable =		Favorable =	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	124%	Y5 Entity	385.91%
Y2 to Y5 Diff	94%	Y5 Bench	621.20%
Y3 to Y5 Diff	-43%	Y5 Entity to Bench Diff	-38%
Trend:	Unfavorable	Benchmark Comparison:	Favorable
Overall Rating:		Unfavorable	

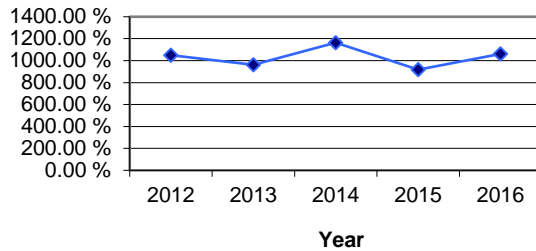
**ENTITY: M32100 - Riviera Beach, City of**

**Fiscal Year - September 30, 2016**

**Benchmark Group:**

Cash & Investments/  
(Total Expenditures/ 12)

**Financial Indicator 5 (G)**



Unfavorable =

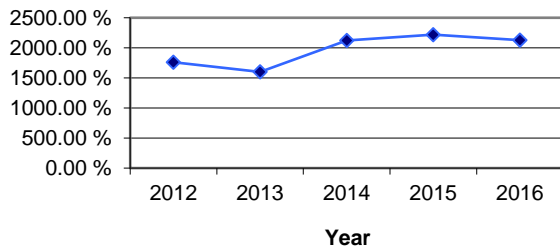
Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	1%	Y5 Entity	1059.75%
Y2 to Y5 Diff	10%	Y5 Bench	696.11%
Y3 to Y5 Diff	-9%	Y5 Entity to Bench Diff	52%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

Cash & Investments/  
(Total Oper Exp/ 12)

**Financial Indicator 5 (P)**



Unfavorable =

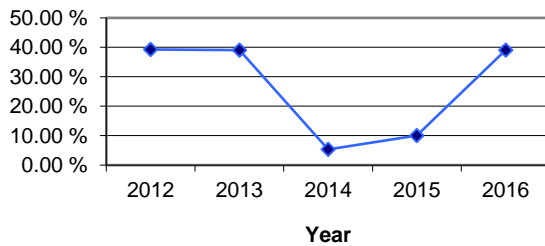
Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	21%	Y5 Entity	2126.30%
Y2 to Y5 Diff	33%	Y5 Bench	7454.37%
Y3 to Y5 Diff	0%	Y5 Entity to Bench Diff	-71%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

Current Liabilities/  
Total Revenues

**Financial Indicator 6 (G)**



Unfavorable =

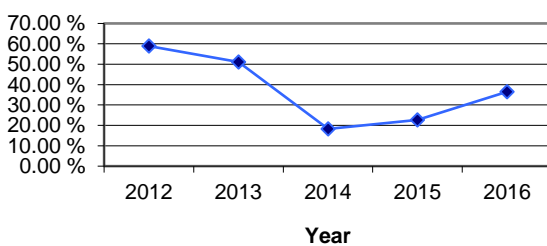
Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	0%	Y5 Entity	39.11%
Y2 to Y5 Diff	0%	Y5 Bench	10.07%
Y3 to Y5 Diff	632%	Y5 Entity to Bench Diff	288%

Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	

Current Liabilities/ Total  
Operating Revenues

**Financial Indicator 6 (P)**



Unfavorable =

Favorable =

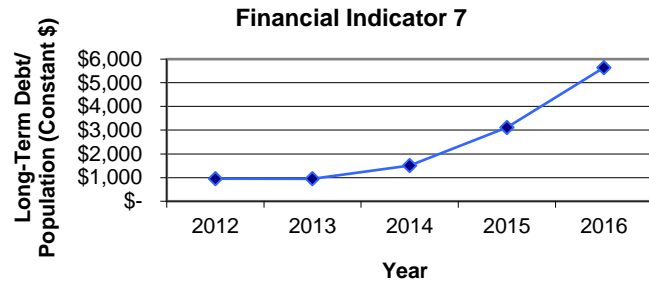
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-38%	Y5 Entity	36.49%
Y2 to Y5 Diff	-29%	Y5 Bench	22.62%
Y3 to Y5 Diff	100%	Y5 Entity to Bench Diff	61%



Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	

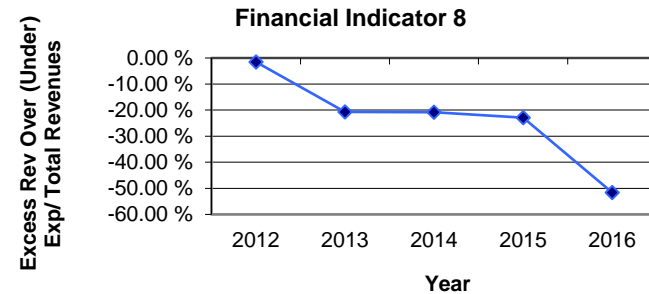
**ENTITY: M32100 - Riviera Beach, City of**



**Fiscal Year - September 30, 2016**

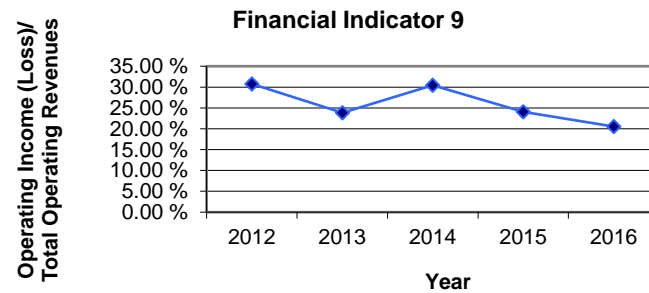
**Benchmark Group:**





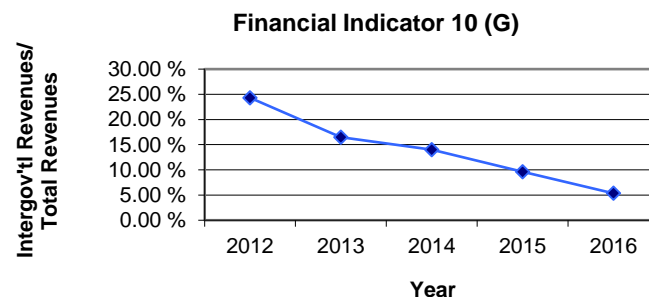
Unfavorable = 		Favorable = 	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	495%	Y5 Entity	\$ 5,645
Y2 to Y5 Diff	496%	Y5 Bench	\$ 3,223
Y3 to Y5 Diff	276%	Y5 Entity to Bench Diff	75%
Trend: Unfavorable		Benchmark Comparison: Unfavorable	
Overall Rating: Unfavorable			





Unfavorable = 		Favorable = 	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-3285%	Y5 Entity	-51.58%
Y2 to Y5 Diff	-149%	Y5 Bench	-22.90%
Y3 to Y5 Diff	-148%	Y5 Entity to Bench Diff	-125%
Trend: Unfavorable		Benchmark Comparison: Unfavorable	
Overall Rating: Unfavorable			



Unfavorable = 		Favorable = 	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-33%	Y5 Entity	20.53%
Y2 to Y5 Diff	-14%	Y5 Bench	24.03%
Y3 to Y5 Diff	-33%	Y5 Entity to Bench Diff	-15%
Trend: Unfavorable		Benchmark Comparison: Unfavorable	
Overall Rating: Unfavorable			

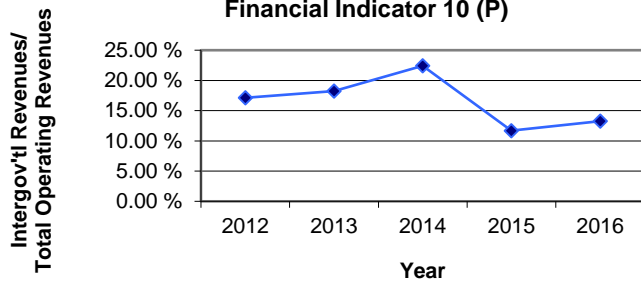


Unfavorable = 		Favorable = 	
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-78%	Y5 Entity	5.34%
Y2 to Y5 Diff	-68%	Y5 Bench	6.34%
Y3 to Y5 Diff	-62%	Y5 Entity to Bench Diff	-16%
Trend: Favorable		Benchmark Comparison: Favorable	
Overall Rating: Favorable			

**ENTITY: M32100 - Riviera Beach, City of**

**Fiscal Year - September 30, 2016**

**Benchmark Group:**

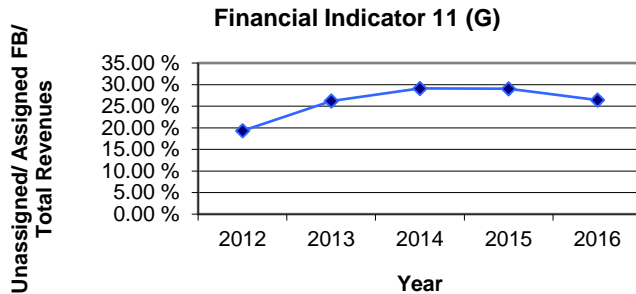


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-23%	Y5 Entity	13.27%
Y2 to Y5 Diff	-27%	Y5 Bench	11.70%
Y3 to Y5 Diff	-41%	Y5 Entity to Bench Diff	13%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

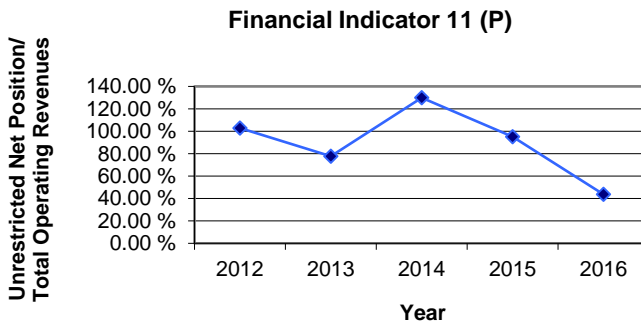


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	37%	Y5 Entity	26.42%
Y2 to Y5 Diff	1%	Y5 Bench	29.05%
Y3 to Y5 Diff	-9%	Y5 Entity to Bench Diff	-9%

Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	

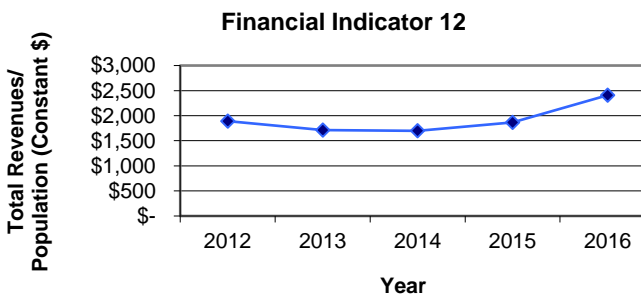


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-58%	Y5 Entity	43.68%
Y2 to Y5 Diff	-44%	Y5 Bench	95.20%
Y3 to Y5 Diff	-66%	Y5 Entity to Bench Diff	-54%

Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	



Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	27%	Y5 Entity	\$ 2,408
Y2 to Y5 Diff	40%	Y5 Bench	\$ 1,934
Y3 to Y5 Diff	42%	Y5 Entity to Bench Diff	25%

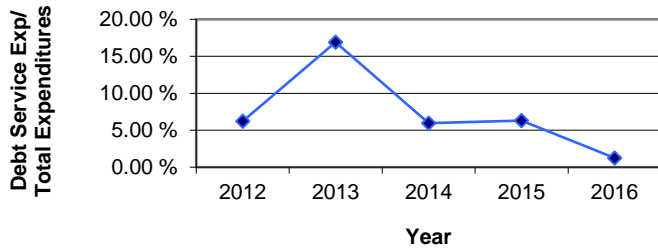
Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

**ENTITY: M32100 - Riviera Beach, City of**

**Fiscal Year - September 30, 2016**

**Benchmark Group:**

**Financial Indicator 13**



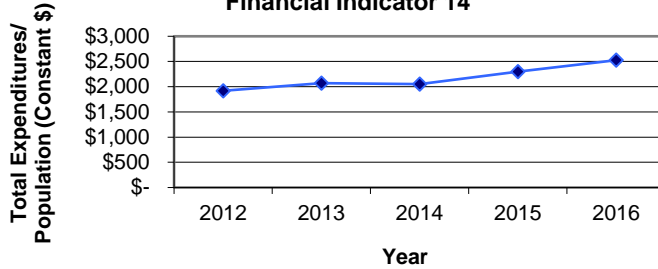
Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-80%	Y5 Entity	1.25%
Y2 to Y5 Diff	-93%	Y5 Bench	6.28%
Y3 to Y5 Diff	-79%	Y5 Entity to Bench Diff	-80%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

**Financial Indicator 14**



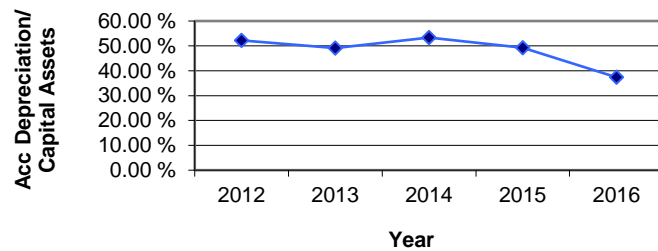
Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	32%	Y5 Entity	\$ 2,526
Y2 to Y5 Diff	22%	Y5 Bench	\$ 2,377
Y3 to Y5 Diff	23%	Y5 Entity to Bench Diff	6%

Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:		Unfavorable	

**Financial Indicator 15 (G)**



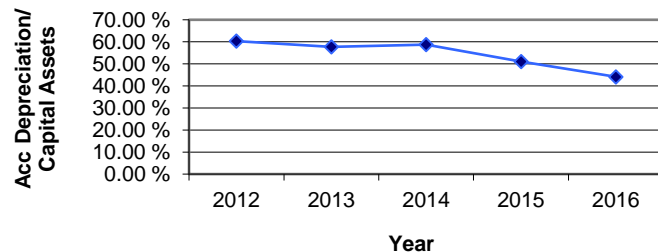
Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-28%	Y5 Entity	37.37%
Y2 to Y5 Diff	-24%	Y5 Bench	49.29%
Y3 to Y5 Diff	-30%	Y5 Entity to Bench Diff	-24%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

**Financial Indicator 15 (P)**



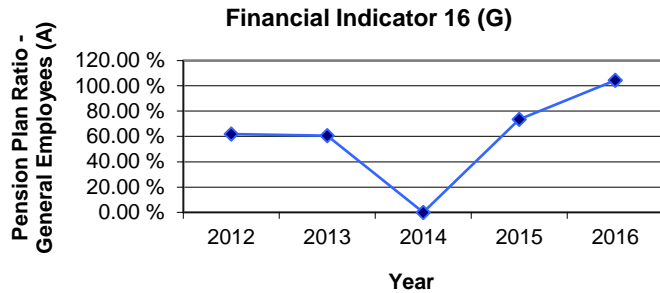
Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-27%	Y5 Entity	44.13%
Y2 to Y5 Diff	-23%	Y5 Bench	50.98%
Y3 to Y5 Diff	-25%	Y5 Entity to Bench Diff	-13%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

Benchmark Group:

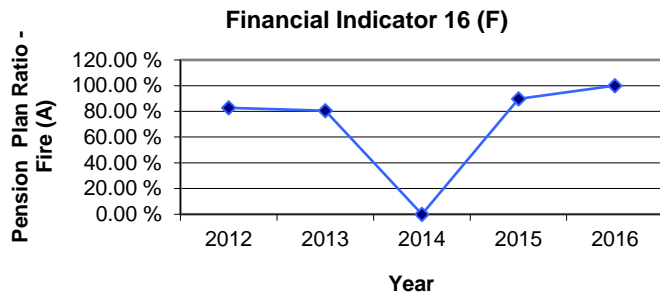


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	69%	Y5 Entity	104.41%
Y2 to Y5 Diff	72%	Y5 Bench	7357.00%
Y3 to Y5 Diff		Y5 Entity to Bench Diff	-99%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

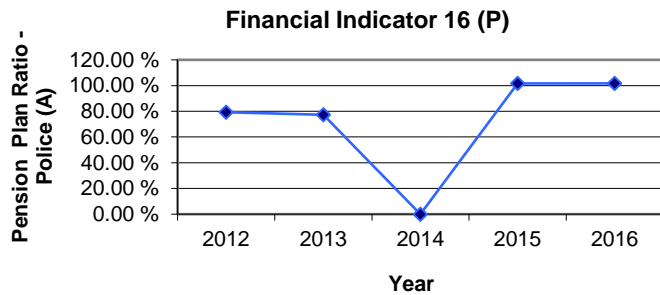


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	21%	Y5 Entity	100.04%
Y2 to Y5 Diff	24%	Y5 Bench	8966.00%
Y3 to Y5 Diff		Y5 Entity to Bench Diff	-99%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	

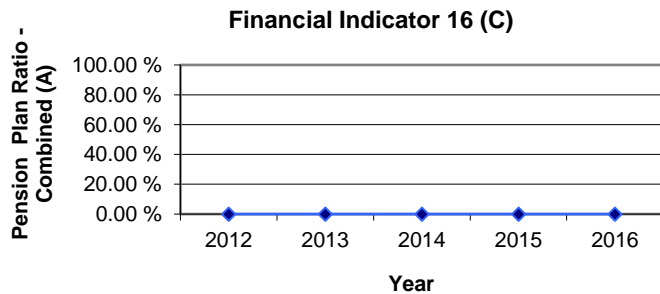


Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	28%	Y5 Entity	101.69%
Y2 to Y5 Diff	31%	Y5 Bench	10159.00%
Y3 to Y5 Diff		Y5 Entity to Bench Diff	-99%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:		Favorable	



Unfavorable =

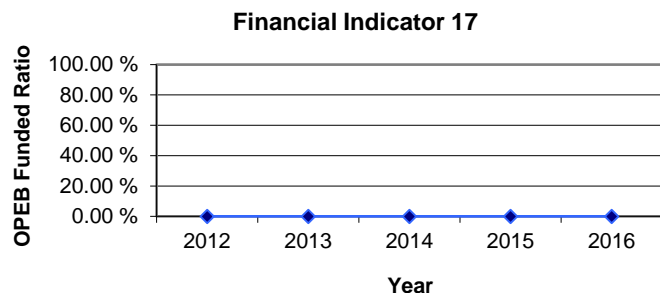
Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff		Y5 Entity	
Y2 to Y5 Diff		Y5 Bench	0.00%
Y3 to Y5 Diff		Y5 Entity to Bench Diff	

Trend:		Benchmark Comparison:	
Overall Rating:		N/A	



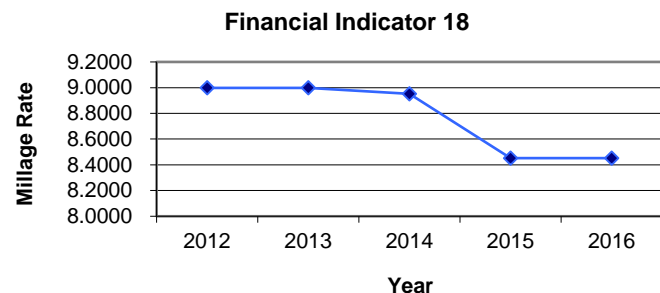
Benchmark Group:



Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff		Y5 Entity	
Y2 to Y5 Diff		Y5 Bench	0.00%
Y3 to Y5 Diff		Y5 Entity to Bench Diff	
Trend:		Benchmark Comparison:	
Overall Rating:		N/A	



Unfavorable =

Favorable =

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-6%	< 5.0000	Low
Y2 to Y5 Diff	-6%	5.0000 - 9.4999	Medium
Y3 to Y5 Diff	-6%	9.5000 +	High
		Y5 Entity	8.4520
Trend:		Benchmark Comparison:	
Overall Rating:		Favorable	

(A) With the implementation of GASB Statements 67 and 68, the calculation of "Plan Fiduciary Net Position as a Percentage of Total Pension Liability" replaced "Funded Ratio".

**Recap of Financial Indicators**

1	Favorable	10 (P)	Favorable
2	Unfavorable	11 (G)	Unfavorable
3 (GF)	Favorable	11 (P)	Unfavorable
3 (G)	Favorable	12	Favorable
4 (GF)	Favorable	13	Favorable
4 (G)	Unfavorable	14	Unfavorable
4 (P)	Unfavorable	15 (G)	Favorable
5 (G)	Favorable	15 (P)	Favorable
5 (P)	Favorable	16 (G)	Favorable
6 (G)	Unfavorable	16 (F)	Favorable
6 (P)	Unfavorable	16 (P)	Favorable
7	Unfavorable	16 (C)	N/A
8	Unfavorable	17	N/A
9	Unfavorable	18	Favorable
10 (G)	Favorable		

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

**Meeting Date:** 5/17/2017

**Agenda Category:** PRESENTATIONS

---

**Subject:** Youth Empowerment Pre-Apprenticeship Student Presentation

---

**Recommendation/Motion:**

---

<b>Originating Dept</b>	Executive	<b>Costs</b>
<b>User Dept.</b>	Youth Empowerment Program	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

Youth Empowerment Pre-Apprenticeship program pilot program is in its first year of programming; where at-risk high school students are provided an opportunity to complete academics through Adult Education while studying a trade programs at North Tech.

**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

Evans, Jonathan

Approved

5/10/2017 - 6:55 PM

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR

---

**Subject:** MAYOR THOMAS MASTERS PRESENTS LORENZO HUTCHINSON A KEY TO THE CITY.

---

**Recommendation/Motion:** N/A

---

<b>Originating Dept</b>	MAYOR	<b>Costs</b>	N/A
<b>User Dept.</b>	MAYOR	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

MR. LORENZO HUTCHINSON, AKA LOLLY, IS BEING PRESENTED WITH A KEY TO THE CITY BY THE MAYOR FOR REASONS HE WILL DISCLOSE AT THE MEETING.

**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**

Purchasing

Jones, Danny

Approved

5/10/2017 - 7:27 PM

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

**Meeting Date:** 5/17/2017

**Agenda Category:** PRESENTATIONS

---

**Subject:** Mayor Thomas Masters and Councilwoman Tonya Davis Johnson recognize May 2017 as Mental Health Awareness Month.

---

**Recommendation/Motion:** N/A

---

<b>Originating Dept</b>	MAYOR	<b>Costs</b>	N/A
<b>User Dept.</b>	MAYOR	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Notified		

---

**Background/Summary:**

At the request of Councilwoman Tonya Davis Johnson, Mayor Thomas Masters is proclaiming May 2017 as Mental Health Awareness and Trauma Informed Care Month in the City of Riviera Beach. The proclamation is to bring attention to the prevalence of mental health needs in our communities, the importance of caring for a person's mental and seeking support when needed, and the benefits to communities whom are informed and responsive to residents needs.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
PROCLAMATION.MentalHealthAwarenessMonth.pdf	Proclamation for Mental Health Awareness	5/9/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Mayor	Masters, Thomas	Approved	5/9/2017 - 5:14 PM
Purchasing	Mealy, Dean	Approved	5/9/2017 - 5:29 PM
Finance	sherman, randy	Approved	5/10/2017 - 8:48 AM
Attorney	Degraffenreidt, Andrew	Approved	5/10/2017 - 12:36 PM
City Clerk	Burgess, Jackie	Approved	5/10/2017 - 12:55 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:56 PM

# PROCLAMATION

## FROM THE OFFICE OF THE MAYOR CITY OF RIVIERA BEACH PALM BEACH COUNTY, FLORIDA

### PROCLAIMING MAY 2017, MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH

***WHEREAS***, mental health is essential to everyone's overall health and well-being because everyone experiences times of stress and struggles in their lives, and;

***WHEREAS***, one in four adults and one in five youth, ages 13-18 experience serious mental illness, however 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;

***WHEREAS***, research recognizes that adverse childhood experiences (ACEs), which include, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;

***WHEREAS***, community understanding and available supports and services can greatly impact a person's ability to handle their stress and struggle and move forward. promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan, and;

***WHEREAS***, studies show that the effects of ACEs are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status. And each business, school, government agency, healthcare provider, faith-based organization, non-profit agency and citizen shares accountability for the community's mental health needs and has a responsibility to promote mental wellness and support prevention efforts, and;

***WHEREAS***, the City of Riviera Beach, recognizes the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and supports the implementation of trauma informed approaches throughout the systems of care.

***NOW, THEREFORE, BE IT RESOLVED*** that I, Bishop Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, by the power vested in me by the residents of this great City, and on behalf of Chair Pro Tem Tonya Davis Johnson, do hereby proclaim May 2017 as MENTAL HEALTH AWARENESS and TRAUMA INFORMED CARE MONTH in the City of Riviera Beach, Florida.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the official seal of the City of Riviera Beach, Florida to be affixed on this 17<sup>TH</sup> day of MAY, 2017. A.D.

---

Thomas A. Masters, Mayor

***ATTEST:***

---

Claudene L. Anthony, CMC City Clerk



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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR

---

**Subject:** MAYOR THOMAS MASTERS THROUGH THE MAYOR'S OFFICE OF VETERANS AFFAIRS PROCLAIMS MAY 2017 MEMORIAL DAY IN HONOR OF THE MEN AND WOMEN OF RIVIERA BEACH FLORIDA WHO SACRIFICED THEIR LIVES IN SERVICE TO OUR COUNTRY.

---

**Recommendation/Motion:** N/A

---

**Originating Dept** MAYOR      **Costs** N/A

**User Dept.** MAYOR      **Funding Source**

**Advertised** No      **Budget Account Number** N/A

**Date**

**Paper**

**Affected Parties** Notified

---

**Background/Summary:**

CONGRESS PASSED THE UNIFORM MONDAY HOLIDAY ACT IN 1971 ESTABLISHING MEMORIAL DAY AS A NATIONAL HOLIDAY TO BE CELEBRATED ANNUALLY ON THE LAST MONDAY IN MAY, HONORING THOSE WHO LAID DOWN THEIR LIVES DEFENDING OUR FREEDOM IN ALL OF AMERICA'S WARS SACRIFICING MORE THAN MOST COULD EVER IMAGINE.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions  
(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proc.MOVA_Memorial_Day.pdf	Proclamation Memorial Day, May 29, 2017	5/10/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Purchasing	Jones, Danny	Approved	5/10/2017 - 7:27 PM

# PROCLAMATION

FROM THE OFFICE OF THE MAYOR  
CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA

**PROCLAIM MEMORIAL DAY, MAY 29, 2017...**

**A TIME FOR REMEMBRANCE, PRAYER AND PEACE**

**WHEREAS**, originally called Decoration Day, from the early tradition of decorating graves with flowers, wreaths and flags, Memorial Day is a day for remembrance of those who have died in service to our country. The holiday was first widely observed on May 30, 1868 to commemorate the sacrifices of Civil War soldiers; and

**WHEREAS**, in 1971, Congress passed the Uniform Monday Holiday Act establishing Memorial Day as a national holiday on the last Monday in May, honoring those who laid down their lives in all of America's wars, defending our freedom, sacrificing more than most could ever imagine; and

**WHEREAS**, this occasion, paying solemn tribute to brave men and women in uniform exemplify patriotism at its core, for they served with courage that knows no limits, determined to protect our people and safeguard the ideals that have long sustained our democracy; and

**WHEREAS**, to quote James A. Garfield in his 1868 address at Arlington National Cemetery:

*"We do not know one promise these soldiers made, one pledge they gave, one word they spoke; but we do know they summed up and perfected, by one supreme act, the highest virtues of men and citizens. For love of country they accepted death, and thus resolved all doubts, and made immortal their patriotism and their virtue."*

*- James A. Garfield*

*May 30, 1868 Arlington National Cemetery*

**NOW, THEREFORE, BE IT RESOLVED** that I, Bishop Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, by the power vested in me by the residents of this great City, and through the Mayor's Office of Veterans Affairs, (MOVA), which was established by and for Veterans with veterans in service to veterans, do hereby proclaim MEMORIAL DAY, MAY 29, 2017 as a time to remember the sacrifices made by our fallen heroes in the City of Riviera Beach, Florida.

**LET IT FURTHER BE RESOLVED** that today, and every day, we remember the service men and women we have lost throughout the country, and let us honor them by rededicating ourselves to strengthening our Nation's promise to remain steadfast in the fight to secure civility and stability at home and around the globe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Riviera Beach, Florida to be affixed on this 17<sup>th</sup> day of May, in the year of our Lord two thousand seventeen A. D.

---

Thomas A. Masters, Mayor

**ATTEST:**

---

Claudene L. Anthony, CMC City Clerk

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TRANSFER OF \$150,000 FROM GENERAL FUND CONTINGENCY ACCOUNT AND APPROVING \$250,000 TRANSFER FROM COMMUNITY DEVELOPMENT SALARY ACCOUNTS FOR A TOTAL OF \$400,000 TO THE COMMUNITY DEVELOPMENT CONTRACT SERVICES ACCOUNT (001-0715-524-0-3404) TO PAY FOR C.A.P. GOVERNMENT, INC. RELATED INVOICES AND PROVIDING FOR AN EFFECTIVE DATE.

---

**Recommendation/Motion:** Staff is recommending the City Council to consider the information presented and the request for fund transfer.

---

<b>Originating Dept</b>	COMMUNITY DEVELOPMENT	<b>Costs</b>	
<b>User Dept.</b>	COMMUNITY DEVELOPMENT	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	001-0715-524-0-3404
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

On October 19<sup>th</sup>, 2016 City Council authorized award of RFP No. 805-16 to C.A.P. Government, Inc. to provide relief for the building division in the area of plan review and inspection. Subsequently, multiple individuals within the Building Division transitioned off of the team leaving a greater void in service capacity. As discussed in the May 3, 2017 City Council meeting, the current outstanding invoices to C.A.P Government total \$398,805 and necessitate a fund transfer of \$400,000 to comply with the Prompt Payment Act F.S. 218.70. Staff is currently developing a 90 day transition plan to address staffing in the Building Division and anticipate making presentation to City Council promptly.

**Fiscal Years**

**Capital Expenditures**

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

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution_Comm_Dev_CAP_Fund_Transfer_5-3-17.pdf	Resolution	4/25/2017	Cover Memo
CAP_Agreement_111716.pdf	CAP Agreement	4/25/2017	Cover Memo
CAP_2016_PAYMENTS.pdf	CAP Payments	4/25/2017	Cover Memo
CAP_Invoice_and_Employee_Time_Log_-_August.pdf	August Invoice	4/25/2017	Cover Memo
CAP_Invoice_and_Employee_Time_Log_-_September.pdf	September Invoice	4/25/2017	Cover Memo

DDJones__Riviera_Beach_Invoice_for_September_Services- Oct_16.pdf	DJones Email	4/25/2017	Cover Memo
Project_000127000.00_Invoice_0004024_(oct).pdf	October Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_OCT_2016.xlsx	October Timelog	4/25/2017	Cover Memo
Project_000127000.00_Invoice_0004139_(nov).pdf	November Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_NOV_2016.xlsx	November Timelog	4/25/2017	Cover Memo
Project_000127000_00_Invoice_0004194_(dec).pdf	December Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_DEC_2016-1.xlsx	December Timelog	4/25/2017	Cover Memo
Project_000127000.00_Invoice_0004336_(jan).pdf	January Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_JAN_2017.xlsx	January Timelog	4/25/2017	Cover Memo
Project_000127000.00_Invoice_0004409_(feb_17).pdf	February Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_FEB_2017.xlsx	February Timelog	4/25/2017	Cover Memo
Project_000127000.00_Invoice_0004478_(mar_17).pdf	March Invoice	4/25/2017	Cover Memo
Riviera_Beach_Employee_Time_Log_MARCH_2017.xlsx	March TImelog	4/25/2017	Cover Memo
LMarch_-_Charges_in_Dispute_2-27-17.pdf	LMarch Email	4/25/2017	Cover Memo
cap_ddjones_emails.pdf	DDJ Emails	5/9/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Bailey, Terrance	Approved	4/25/2017 - 4:41 PM
Purchasing	Mealy, Dean	Approved	4/26/2017 - 9:16 PM
Finance	sherman, randy	Approved	5/3/2017 - 11:49 PM
Attorney	Degraffenreidt, Andrew	Approved	5/5/2017 - 2:22 PM
City Clerk	Burgess, Jackie	Approved	5/5/2017 - 3:46 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:41 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TRANSFER OF \$150,000 FROM GENERAL FUND CONTINGENCY ACCOUNT AND APPROVING \$250,000 TRANSFER FROM COMMUNITY DEVELOPMENT SALARY ACCOUNTS FOR A TOTAL OF \$400,000 TO THE COMMUNITY DEVELOPMENT CONTRACT SERVICES ACCOUNT (001-0715-524-0-3404) TO PAY FOR C.A.P. GOVERNMENT, INC. RELATED INVOICES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 19<sup>th</sup>, 2016 City Council authorized award of RFP No. 805-16 to C.A.P. Government, Inc. to provide relief for the building division in the area of plan review and inspection, and

**WHEREAS**, subsequently the Building Official and Inspection separated from the City, and

**WHEREAS**, the Community Development Department has seen an intake of 1,290 permit applications valued at \$86.3 Million dollar, representing an unexpected 30% increase in Community Development Department workload, and

**WHEREAS**, C.A.P. Government Inc. has submitted invoices totaling \$398,805.00 for plan review and inspection services as of April 2017, and

**WHEREAS**, staff anticipates expenditure of \$200,000 for plan review and inspection services during the anticipated 90 day transition period.

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

**SECTION 1:** That the City Council authorizes the transfer in the amount of \$150,000 from the General Fund's Contingency account to the Community Development Contract Services account (001-0715-524-0-3404), as follows:

	<u>Department</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Amount</u>
<b>From:</b>	General Administration	Contingency	001-0203-519-0-5999	(\$150,000)
<b>To:</b>	Community Development	Contract Services	001-0715-524-0-3404	\$150,000

**SECTION 2:** That the City Council authorizes the transfer in the amount of \$250,000 from Community Development related salary accounts to the Community Development Contract Services account (001-0715-524-0-3404).

**SECTION 3:** This resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**



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

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
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

**RESOLUTION NO. 139-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFP NO. 805-16 TO C.A.P. GOVERNMENT, INC., FOR PLAN REVIEW AND INSPECTION SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH C.A.P. GOVERNMENT, INC.; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT IN ACCORDANCE WITH SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's Building Division has an immediate need for additional plan review and inspection services; and

**WHEREAS**, RFP No. 805-16 for "Plan Review and Inspection Services" was issued by the City on June 5, 2016, and multiple proposals were received in response shortly thereafter; and

**WHEREAS**, on July 28, 2016, the Evaluation Committee for RFP No. 805-16 assembled, reviewed and ranked all six proposals received; and

**WHEREAS**, on August 30, 2016, the Evaluation Committee for RFP No. 805-16 assembled and conducted Oral Interviews with the entities responsible for the two highest ranked proposals from the aforementioned July 28, 2016, Evaluation Committee review; and

**WHEREAS**, following the August 30, 2016 Oral Interviews, it was determined that C.A.P. Government, Inc., submitted the highest ranked proposal; and

**WHEREAS**, C.A.P. Government, Inc., is qualified to and desires to provide plan review and inspection services for the City; and

**WHEREAS**, the City Council finds that this action, having C.A.P. Government, Inc., provide required plan review and inspection services for the City, will promote the health safety and welfare of the residents of the City.

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

**SECTION 1.** The foregoing recitals are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**SERVICE CONTRACT  
BUILDING INSPECTION and PLAN REVIEW SERVICES**

**THIS CONTRACT** made and entered into this 19<sup>th</sup> day of October, 2016 by and between C. A. P. GOVERNMENT, INC., hereinafter referred to as **"Independent Contractor,"** whose mailing address is 343 Almeria Avenue Coral Gables, Fl. 33134 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as **"City,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, CITY OF RIVIERA BEACH RFP 805-16, hereinafter the "Bid" for Building Inspection and Plan Review Services, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid. The period of the Contract shall be four (4) years, with an option to renew the Contract for one (1) additional twenty four (24) month period. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial one (1) year period of then Contract with a price adjustment made after the second year of the Contract and upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL. August 2010. Any additional renewals shall be approved and executed by the City Manager on behalf of the City.

10. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any Contractual relationship between any Subcontractor and the City.

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

Jeff Gagnon, Assistant Director of Community Development  
600 West Blue Heron Blvd. Riviera Beach, FL. 33404

and if sent to the Independent Contractor shall be mailed (and emailed) to:

Carlos A. Penin, PE, President 305-458-600  
343 Almeria Avenue Coral Gables, Fl. 33134 [cap@capfla.com](mailto:cap@capfla.com)

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

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

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

15. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

22. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall within 5 days, in writing:

(1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

(2) notify the City of any estimated change in the completion date, and

(3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

23. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. ~~In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.~~

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

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

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

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

35. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

36. Time is of the essence in all respects under this Contract.

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


## CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

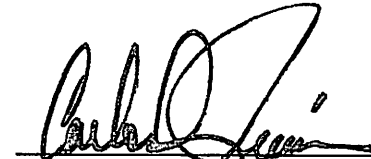
CITY OF RIVIERA BEACH

C. A. P. GOVERNMENT, INC.

BY:

  
THOMAS A. MASTERS  
MAYOR

BY:

  
CARLOS A. PENIN, PE:  
PRESIDENT:

ATTEST:

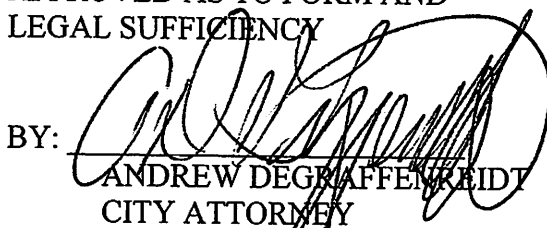
(SEAL)

BY:

  
CLAUDENE L. ANTHONY, CMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:

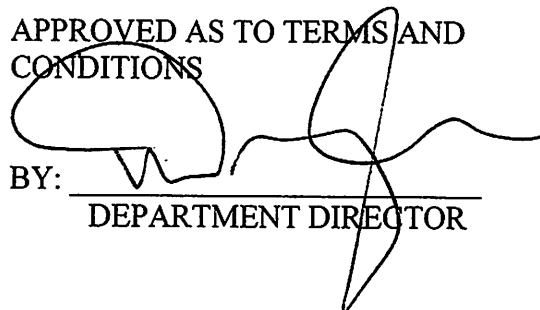
  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

DATE:

11/16/16

APPROVED AS TO TERMS AND  
CONDITIONS

BY:

  
DEPARTMENT DIRECTOR

  
Purchasing Dept. initials

# CITY OF RIVIERA BEACH

PO BOX 10682  
RIVIERA BEACH FL 33419-1682

**PURCHASE ORDER: 114532**

Page: 1 of 1



\*\*\*\*\* VENDOR \*\*\*\*\*

C.A.P. GOVERNMENT, INC.  
343 ALMERIA AVE  
CORAL GABLES FL 33134

\*\*\*\*\* DELIVER TO \*\*\*\*\*

CITY OF RIVIERA BEACH  
CITY MANAGER'S OFFICE  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
12.01.2016	12.31.2016	RL	RIV BCH	NET 30 DAYS		RLITTLE

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
CM002230	11722-1	(305)448-1711	(305)448-1712	CARLOS PENIN, PE

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		Pay for contract services to CAP Government for work done with Community Development	100,000.0000	100,000.00	001-0715-524-0-3404
				** TOTAL **	100,000.00	

## VENDOR INSTRUCTIONS:

1. MAIL INVOICES TO: CITY OF RIVIERA BEACH  
P.O. DRAWER 10682  
RIVIERA BEACH, FL 33419-1682  
ATTENTION: ACCOUNTS PAYABLE
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE RIVIERA BEACH PURCHASING
4. ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
5. STATE TAX EXEMPT#: 9975229 EIN: 59-6000417
6. IF YOU HAVE QUESTIONS, PLEASE CALL 561/845-4180.

## SPECIAL INSTRUCTIONS:

DEPARTMENT

PURCHASING DIRECTOR



PO Number: 114532

PO Number		Hist Desc: PAYMENT REQUISITION									
114532		Vendor: 11722 C.A.P. GOVERNMENT, INC.									
		SHIP-TO Code: 020									
		SEND-TO Vndr: 11722-1									
		C.A.P. GOVERNMENT, INC.									
		343 ALMERIA AVE									
		CORAL GABLES FL 33134									
		600 WEST BLUE HERON BLVD.									
		RIVIERA BEACH, FL 33404									
		PO DETAIL									
Line	Qty	Price	UOM	Total	S/L Account	Received	Final	Expensed	Open Amt	Job Number	
1	1.00	100,000.00		100,000.00	001-0715-524-0-3404	0.00	No	0.00	100,000.00		
Pay for contract services to CAP Government for work done with Community Development											
Totals				100,000.00				0.00	100,000.00		

**Invoice****cap government**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

October 10, 2016

Project No: 000127000.00

Mr. Danny Jones

Invoice No: 0003922

City of Riviera Beach

600 West Blue Heron Blvd.

Riviera Beach, FL 33404

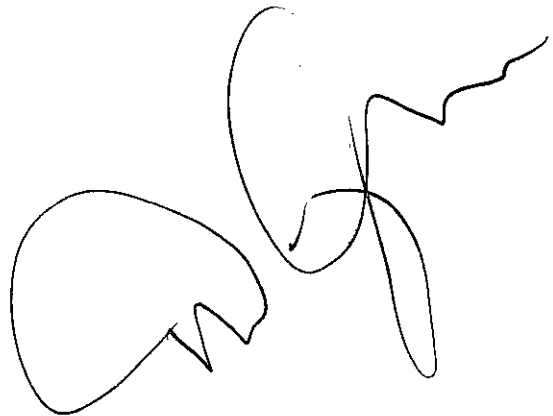
Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services  
**Professional Services from September 1, 2016 to September 30, 2016**

**Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner	294.00	75.00	22,050.00
Electrical Plans Examiner	91.00	75.00	6,825.00
Mechanical Plans Examiner	42.00	75.00	3,150.00
Plumbing Plans Examiner	17.50	75.00	1,312.50
Fire Plans Examiner	4.75	75.00	356.25
Structural Inspector	13.00	65.00	845.00
Electrical Inspector	19.00	65.00	1,235.00
Mechanical Inspector	24.75	65.00	1,608.75
Plumbing Inspector	89.75	65.00	5,833.75
Totals	595.75		43,216.25
<b>Total Labor</b>			<b>43,216.25</b>
<b>Additional Fees</b>			
Building Official Services (Sept. 12-16)		1,600.00	
Building Official Services (Sept. 19-23)		1,600.00	
<b>Total Additional Fees</b>		<b>3,200.00</b>	<b>3,200.00</b>
<b>Total this Invoice</b>			<b>\$46,416.25</b>

RECEIVED  
NOV 30 2016

FINANCE



C.A.P. Government, Inc. - Employee Work Log  
Employee Name: Judson Dulaney  
Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/13/2016	2	16-03555	305 Steele Circle	Structural		Structural Inspector
9/20/2016	3	16-01775	1236 25th Street	Structural		Structural Inspector
9/23/2016	8	16-02203	1645 15th Street West	Fence	Approve	Structural Inspector
9/23/2016		16-02299	1571 11th Street West	Roof	Approve	Structural Inspector
9/23/2016		16-00923	4444 Leo Lane	Beam/Column	Partial	Structural Inspector
9/23/2016		16-01042	1200 AC Evans	Structural	Partial	Structural Inspector
9/23/2016		16-01165	1201 AC Evans	Fence	Fail	Structural Inspector
9/23/2016		16-01368	1202 AC Evans	Soffit/Final	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	Sheath	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	In Progress	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	Tin Tag Metal	Fail	Structural Inspector
		Total Hours: Structural Inspector				
8/31/2016	8	16-00456	951 13th Street	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01924	951 13th Street	Structural	Approve	Structural Plans Examiner
8/31/2016		702753	1020 Via Jarden	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01767	2536 Canterbury Drive	Structural	Approve	Structural Plans Examiner
8/31/2016		16-00407	992 15th Street West	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01927	5173 Elpine Way	Structural	Approve	Structural Plans Examiner
9/1/2016	8	16-02053	2800 N Ocean Drive	Structural		Structural Plans Examiner
9/1/2016		16-02056	2800 N Ocean Drive	Structural		Structural Plans Examiner
9/1/2016		16-02063	2040 Lakeshore Dr	Structural		Structural Plans Examiner
9/6/2016	8	16-01434	1201 Avenue R	Structural		Structural Plans Examiner
9/6/2016		16-02025	4145 W Blue Heron	Structural		Structural Plans Examiner
9/6/2016		16-02202	3800 N Ocean Drive	Structural		Structural Plans Examiner
9/6/2016		16-02203	1645 W 15th Street	Structural		Structural Plans Examiner
9/6/2016		16-02066	5080 N Ocean Drive	Structural		Structural Plans Examiner
9/6/2016		16-02068	1021 W 10th Street	Structural		Structural Plans Examiner
9/15/2016	4			Structural		Structural Plans Examiner
9/19/2016	8			Structural		Structural Plans Examiner
9/20/2016	5			Structural		Structural Plans Examiner
9/21/2016	4			Structural		Structural Plans Examiner
9/22/2016	4			Structural		Structural Plans Examiner
9/26/2016	6			Structural		Structural Plans Examiner
9/28/2016	2			Structural		Structural Plans Examiner
		Total Hours: Structural Plans Examiner				

Total Hours -  
Judson Dulaney 70

**C.A.P. Government, Inc. - Employee Work Log**

Employee Name: Warren Deloach

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016	0.75	16-01767	2536 Canterbury Drive	Mechanical		Mechanical Inspector
9/13/2016	1	16-01514		Mechanical		Mechanical Inspector
9/16/2016	1	16-02145		Mechanical		Mechanical Inspector
9/12/2016	2	16-01415		Mechanical		Mechanical Inspector
9/27/2016	2	16-01073		Mechanical		Mechanical Inspector
9/29/2016	2	16-02219		Mechanical		Mechanical Inspector
9/28/2016	3	16-00281		Mechanical		Mechanical Inspector
9/14/2016	4	16-01565		Mechanical		Mechanical Inspector
9/12/2016		16-02003	5070 N Ocean Drive	Mechanical		Mechanical Inspector
9/12/2016		16-01622		Mechanical		Mechanical Inspector
9/14/2016		16-01714	480 37th Street	Mechanical		Mechanical Inspector
9/14/2016		16-02140	2061 MLK Blvd	Mechanical		Mechanical Inspector
9/14/2016		16-01911	1252 Sugar Sands Blvd	Mechanical		Mechanical Inspector
9/14/2016		16-01616		Mechanical		Mechanical Inspector
9/14/2016		16-00398		Mechanical	Cancelled	Mechanical Inspector
9/28/2016		11-01957		Mechanical		Mechanical Inspector
9/28/2016		16-00418		Mechanical		Mechanical Inspector
9/29/2016		16-02030	5460 N Ocean Drive	Mechanical		Mechanical Inspector
9/29/2016		16-00418		Mechanical		Mechanical Inspector
9/29/2016		16-02098		Mechanical		Mechanical Inspector
15.75		Total Hours: Mechanical Inspector				

9/28/2016	1	16-02382		Plumbing		Plumbing Inspector
9/27/2016	2	16-01202		Plumbing		Plumbing Inspector
9/29/2016	2	16-00319	3730 Ocean Drive N	Plumbing		Plumbing Inspector
9/27/2016		16-02385	1064 W 26th Court	Plumbing		Plumbing Inspector
9/27/2016		16-00852		Plumbing		Plumbing Inspector
9/27/2016		16-01679		Plumbing		Plumbing Inspector
9/27/2016		16-00665	3137 Avenue F	Plumbing		Plumbing Inspector
9/28/2016		16-03057		Plumbing		Plumbing Inspector
9/28/2016		16-00319	3730 Ocean Drive N	Plumbing		Plumbing Inspector
9/28/2016		16-02393		Plumbing		Plumbing Inspector
9/28/2016		16-00321		Plumbing		Plumbing Inspector
9/29/2016		16-01202		Plumbing		Plumbing Inspector
9/29/2016		16-00455		Plumbing		Plumbing Inspector
5		Total Hours: Plumbing Inspector				

8/31/2016	7	16-02049		Structural		Structural Plans Examiner
8/31/2016		16-02117		Structural		Structural Plans Examiner

# C.A.P. Government, Inc. - Employee Work Log

Employee Name: Warren Deloach

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016		16-02004	2700 N Ocean Drive	Structural		Structural Plans Examiner
8/31/2016		16-01797	190 E 13th Street	Structural		Structural Plans Examiner
8/31/2016		16-02192		Structural		Structural Plans Examiner
9/14/2016	2.5	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/27/2016	4	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/28/2016	4	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/29/2016	4	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/12/2016	6	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/1/2016	7	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/13/2016	7	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/16/2016	7	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/2/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/6/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/7/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/8/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/9/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Warren Deloach**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/15/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/19/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/20/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/21/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/22/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/23/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/26/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/30/2016	8	Bldg Dept Counter				Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
		Total Hours: Structural and Examining				
		152.5				

**Total Hours -**

Warren

Deloach 173.25

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Armen Guendjoian**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/15/2016	2.5	16-01055		Plumbing		Plumbing Inspector
9/16/2016	3.5	16-01127		Plumbing		Plumbing Inspector
		15-02316		Plumbing		Plumbing Inspector
		16-01877		Plumbing		Plumbing Inspector
9/21/2016	4.5	16-02038		Plumbing		Plumbing Inspector
		16-01684		Plumbing		Plumbing Inspector
		13-02271		Plumbing		Plumbing Inspector
		16-01918		Plumbing		Plumbing Inspector
9/22/2016	3.5	16-02122	7242 Haverhill Business Park	Plumbing		Plumbing Inspector
		16-02069		Plumbing		Plumbing Inspector
		16-01746		Plumbing		Plumbing Inspector
		16-02038		Plumbing		Plumbing Inspector
9/23/2016	6	16-01405		Plumbing		Plumbing Inspector
		16-02017		Plumbing		Plumbing Inspector
		16-01771		Plumbing		Plumbing Inspector
		16-02121	550 N Ocean Dr	Plumbing		Plumbing Inspector
9/29/2016	6.5	16-00319	3730 Ocean Dr N	Plumbing		Plumbing Inspector
		16-01202		Plumbing		Plumbing Inspector
		16-00455		Plumbing		Plumbing Inspector
		16-02098		Plumbing		Plumbing Inspector
		16-00321		Plumbing		Plumbing Inspector
		16-01079		Plumbing		Plumbing Inspector
		16-01090	1050 Fairview Lane	Plumbing		Plumbing Inspector
		16-01091		Plumbing		Plumbing Inspector
		16-01964		Plumbing		Plumbing Inspector
		16-01864		Plumbing		Plumbing Inspector
		16-01591		Plumbing		Plumbing Inspector
		15-03006		Plumbing		Plumbing Inspector
		<b>Total Hours</b>				
		32				

**Total Hours -**

Armen

Guendjoian 32

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Joe Kajak

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/14/2016	4	16-01877		Plumbing		Plumbing Inspector
		16-01851	1170 Cabana Rd	Plumbing		Plumbing Inspector
		16-01705		Rough & Shower Pans		Plumbing Inspector
		16-01705		Underground		Plumbing Inspector
		Total Hours: Plumbing Inspector				
9/21/2016	3	16-01207		Mechanical		Mechanical Inspector
		16-01901		Mechanical		Mechanical Inspector
9/23/2016	4	16-02286		Mechanical		Mechanical Inspector
		16-02031	5461 N Ocean Dr	Mechanical		Mechanical Inspector
		16-02120	5460 N Ocean Dr	Mechanical		Mechanical Inspector
		16-02126	321 W 16th Way	Mechanical		Mechanical Inspector
		16-01901		Riser Insulation		Mechanical Inspector
		16-01901		Fire Damper		Mechanical Inspector
		16-01801		Mechanical		Mechanical Inspector
		16-02183		Mechanical		Mechanical Inspector
9/30/2016	2	16-01089	4200 Ocean Drive North	Mechanical		Mechanical Inspector
		16-01470		Mechanical		Mechanical Inspector
		Total Hours: Mechanical Inspector				

Total Hours -

Joe Kajak 13



**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Rick Lee**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/26/2016	2	16-02455		Fire	Fail	Fire Plans Examiner
9/30/2016	2.75	16-02455		Fire		Fire Plans Examiner
	4.75	Total Hours				

Total Hours -

Rick Lee 4.75

# C.A.P. Government, Inc. - Employee Work Log

Employee Name: James Mather

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016	8	16-01666	2800 Ocean Dr North B-8C	Final Plumbing	Approve	Plumbing Inspector
8/31/2016		16-01612	5080 Ocean Dr North PHC	Rough-In	Approve	Plumbing Inspector
8/31/2016		16-02180	1373 32nd St West	Final Plumbing	Fail	Plumbing Inspector
8/31/2016		16-02140	2061 Dr MLK Blvd 100	Rough-In Partial	Approve	Plumbing Inspector
8/31/2016		16-01300	2061 Dr MLK Blvd 100	Putside Rough Sanitary	Approve	Plumbing Inspector
9/1/2016	8	16-00671	3155 Avenue H	Plumbing		Plumbing Inspector
9/1/2016		16-02175		Plumbing		Plumbing Inspector
9/1/2016		16-01968		Plumbing		Plumbing Inspector
9/1/2016		16-01391		Plumbing		Plumbing Inspector
9/1/2016		16-01580		Plumbing		Plumbing Inspector
9/1/2016		15-01895	1091 Bimini Lane	Plumbing		Plumbing Inspector
9/2/2016	7	16-01832		Plumbing		Plumbing Inspector
9/2/2016		16-02190		Plumbing		Plumbing Inspector
9/2/2016		16-02143		Plumbing		Plumbing Inspector
9/7/2016	4	16-01944		Plumbing		Plumbing Inspector
9/7/2016		16-01832		Plumbing		Plumbing Inspector
9/7/2016		16-01391		Plumbing		Plumbing Inspector
9/7/2016		16-01436		Plumbing		Plumbing Inspector
9/7/2016		16-01437		Plumbing		Plumbing Inspector
9/7/2016		16-01832		Plumbing		Plumbing Inspector
9/8/2016	4	16-01857	1320 Avenue H	Plumbing		Plumbing Inspector
9/8/2016		16-01816	301 W 29th Street	Plumbing		Plumbing Inspector
9/8/2016		16-02226		Plumbing		Plumbing Inspector
9/8/2016		16-00321		Plumbing		Plumbing Inspector
9/8/2016		16-00319	3730 N Ocean Drive	Plumbing		Plumbing Inspector
9/8/2016		16-02135		Plumbing		Plumbing Inspector
9/8/2016		16-02136		Plumbing		Plumbing Inspector
9/12/2016	6.75	16-01535		Plumbing		Plumbing Inspector
9/12/2016		16-00319	3730 N Ocean Drive	Plumbing		Plumbing Inspector
9/12/2016		16-01857	1320 Avenue H	Plumbing		Plumbing Inspector
9/13/2016	2.5	16-01300	2061 MLK Blvd	Plumbing		Plumbing Inspector
9/13/2016		16-02140	2061 MLK Blvd	Plumbing		Plumbing Inspector
9/13/2016		16-00358		Plumbing		Plumbing Inspector
9/13/2016		16-01535		Plumbing		Plumbing Inspector
9/19/2016	4.5	16-02017		Plumbing		Plumbing Inspector
9/19/2016		16-02123	7241 Haverhill Business Park	Plumbing		Plumbing Inspector
9/19/2016		16-02038		Plumbing		Plumbing Inspector
9/19/2016		16-01684		Plumbing		Plumbing Inspector
9/20/2016	4	16-01771	550 N Ocean Dr	Plumbing		Plumbing Inspector
9/20/2016		16-01561		Plumbing		Plumbing Inspector
9/20/2016		16-00607		Plumbing		Plumbing Inspector
8/31/2016		16-02180	1373 32nd St West	Final Plumbing	Approve	Plumbing Inspector - Called back out, Ov

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: James Mather**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/6/2016	2	16-01791	3701 Broadway	Plumbing		Plumbing Plans Examiner
9/6/2016		16-02076	9314 Forrest Hill	Plumbing		Plumbing Plans Examiner
9/9/2016	8	16-02017		Plumbing		Plumbing Plans Examiner
9/9/2016		16-01980	1649 W 28th Street	Plumbing		Plumbing Plans Examiner
9/9/2016		16-02098		Plumbing		Plumbing Plans Examiner
9/12/2016	0.5			Plumbing		Plumbing Plans Examiner
9/13/2016	4.5			Plumbing		Plumbing Plans Examiner
9/19/2016	2.5	16-02304		Plumbing		Plumbing Plans Examiner
9/19/2016		16-02306	5460 N Ocean Drive	Plumbing		Plumbing Plans Examiner
	<b>17.5</b>	<b>Total Hours</b>	<b>Plumbing Plans Examiner</b>			

Total Hours -  
James Mather 66.25

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Marth McNicholas**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/21/2016	4	16-02256	1214 S Harbor Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02324	116 Timber Rune	Mechanical	Fail	Mechanical Plans Examiner
		16-02309	1100 Surf Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02313	1100 Surf Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02185	1140 S Harbor Drive	Mechanical	Fail	Mechanical Plans Examiner
9/22/2016	10	16-02325	2544 Inisbrook Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02330	350 W 19th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02240	5400 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02257	765 W 5th Street	Mechanical	Approve	Mechanical Plans Examiner
		16-01517	Dryer Rd - Lot 2	Mechanical	Fail	Mechanical Plans Examiner
		16-02198	2700 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02294	8128 Big Pine Way	Mechanical	Fail	Mechanical Plans Examiner
9/23/2016	10	16-01930	2721 Rl Hendley Blvd	Mechanical	Fail	Mechanical Plans Examiner
		16-02078	3900 Fiscal Court	Mechanical	Fail	Mechanical Plans Examiner
		16-02289	5080 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02267	5060 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02016	2549 Canterbury Dr S	Mechanical	Fail	Mechanical Plans Examiner
		16-02284	5380 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02385	1064 W 26th Court	Mechanical	Fail	Mechanical Plans Examiner
9/26/2016	8	16-02322	1436 W 37th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02239	5400 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01913	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-01914	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-01915	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-0409	1191 Emerald Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01179	1252 Cabana Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02291	106 E Blue Heron Blvd	Mechanical	Approve	Mechanical Plans Examiner
		16-02355	184 W 24th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02354	4200 N Ocean Dr	Mechanical	Fail	Mechanical Plans Examiner
		16-02318	1101 W 3rd Street	Mechanical	Fail	Mechanical Plans Examiner
9/27/2016	6	16-02317	1009 W 9th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02370	3000 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02384	380 W 35th Street	Mechanical	Approve	Mechanical Plans Examiner
		16-02391	1544 24th Street	Mechanical	Fail	Mechanical Plans Examiner
9/28/2016	2	16-01667	5150 Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01664	5150 Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
9/30/2016	2	16-02412	1210 Morse Blvd	Mechanical	Fail	Mechanical Plans Examiner
		16-02413	2174 Oakmont Drive	Mechanical	Fail	Mechanical Plans Examiner
		42	Total Hours	Mechanical Plans Examiner		

Total Hours -

Martha

McNicholas 42

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Deborah Nutter**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/2/2016	4	16-01439		Electrical		Electrical Inspector
		16-01438		Electrical		Electrical Inspector
		16-01778		Electrical		Electrical Inspector
		16-00475		Electrical		Electrical Inspector
		16-00953	601 7th Street	Electrical		Electrical Inspector
		16-01718		Electrical		Electrical Inspector
		16-01233		Electrical		Electrical Inspector
9/6/2016	1.5	15-02384	380 W 35th Street	Electrical		Electrical Inspector
		16-01979		Electrical		Electrical Inspector
		16-02181		Electrical		Electrical Inspector
9/23/2016	2	16-02072	1229 Yacht Harbor	Power Release		Electrical Inspector
	7.5	Total Hours	Electrical Inspector			

**Total Hours -**

Deborah

Nutter

7.5

# C.A.P. Government, Inc. - Employee Work Log

Employee Name: Doug Organ

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/26/2016	4.5	16-01792	3021 Ocean Dr	Power Release	Fail	Electrical Inspector
9/26/2016		16-01770	5550 Ocean Dr	Rough Electric	Approve	Electrical Inspector
9/26/2016		16-02353	1256 30th St	Final Electric	Approve	Electrical Inspector
9/26/2016		16-01367	1200 Evans St	Final Electric	Fail	Electrical Inspector
9/26/2016		16-01621	1 11th St	Power Release	Cancelled By Contractor	Electrical Inspector
Total Hours: Electrical Inspector						
	4.5					
9/7/2016	1	16-01947	Community Center	Community Center	Fail	Electrical Plans Examiner
9/27/2016	3.5	16-02387	2721 RJ Jandley	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02377	1034 Center Stone Lane	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02355	184 W 24th St	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02354	4200 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02318	1101 W 3rd St	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02317	1009 W 9th St	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02370	3000 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02395	801 W 1st St	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02365	1790 Woodline Way	Electrical	Fail	Electrical Plans Examiner
9/27/2016		16-02363	1965 W 9th St	Electrical	Approve	Electrical Plans Examiner
9/27/2016		16-02398	1031 Gulfstream Way	Electrical	Approve	Electrical Plans Examiner
9/27/2016		16-01406	221 W 24th St	Electrical	Approve	Electrical Plans Examiner
9/28/2016	1.5	16-02293	3551 Broadway	Electrical	Approve	Electrical Plans Examiner
Total Hours: Electrical Plans Examiner						
	6					

Total Hours -

Doug Organ 10.5

C.A.P. Government, Inc. - Employee Work Log

Employee Name: John Pearson

Invoice: September

Invoice: September		Number of Hours Worked		City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Date								
9/12/2016	2	16-01685				Electrical		Electrical Inspector
9/22/2016	1	16-01708			600 Blue Heron Blvd	Electrical		Electrical Inspector
9/27/2016	4					Electrical		Electrical Inspector
		Total Hours: Electrical Inspector						
		7						
9/12/2016	6	16-02256			1214 S Harbor Dr	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02128			3730 N Ocean Dr	Electrical	Approve	Electrical Plans Examiner
9/12/2016		16-01579			2923 Avenue F	Electrical	Approve	Electrical Plans Examiner
9/12/2016		16-02211			951 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02212			950 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02213			940 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-01258			2000 Avenue P	Electrical	Fail	Electrical Plans Examiner
9/12/2016	8	16-01517			Lot 2 Dyer Road	Electrical	Fail	Electrical Plans Examiner
9/13/2016		16-01579			2923 Avenue F	Electrical		Electrical Plans Examiner
9/14/2016	4.5	16-02211			951 W 13th St	Electrical		Electrical Plans Examiner
9/14/2016		16-02212			950 W 13th St	Electrical		Electrical Plans Examiner
9/15/2016	6	16-02213			940 W 13th St	Electrical		Electrical Plans Examiner
9/15/2016		16-02064			Hotel	Electrical		Electrical Plans Examiner
9/15/2016		16-00409			1191 Emerald Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016	8	16-02220			2332 2nd Terrace	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02040			2000 Avenue P	Electrical	NA	Electrical Plans Examiner
9/19/2016		16-02053			2800 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-01996			1410 Avenue E	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02283			3040 Lakeshore Dr	Electrical	NA	Electrical Plans Examiner
9/19/2016		16-02273			3400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02272			3400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02239			5400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02240			5400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02306			5460 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/20/2016	5	16-02257			765 W 5th St	Electrical	Approve	Electrical Plans Examiner
9/20/2016		16-02309			1100 Surf Rd	Electrical	Approve	Electrical Plans Examiner
9/20/2016		16-02310			1100 Surf Rd	Electrical	Fail	Electrical Plans Examiner
9/20/2016		16-02330			350 W 19th St	Electrical	Fail	Electrical Plans Examiner
9/21/2016	8	16-02326			1310 Australian Ave	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02325			2544 Inisbrook Rd	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02324			116 Timber Run East	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02323			1436 AC Evans St	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02343			5510 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/22/2016	7	16-01915			1641 W 34th St	Electrical	Fail	Electrical Plans Examiner
9/22/2016		16-02344			1100 Surf Rd	Electrical	Approve	Electrical Plans Examiner
9/22/2016						Electrical	Fail	Electrical Plans Examiner

9/22/2016

**Rolled over to next day**      **Electrical Plans Examiner**

## Electrical

1606 Avenue C

16-02292

**592.5** **Total Hours - Electrical Plans Examiner**

**Total Hours -**  
**John Pearson 59.5**



**C.A.P. Government, Inc. - Employee Work Log**

Employee Name: Tony Russo

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016	6	16-01936	1138 W 23rd Street	Carport Conversion	Fail	Structural Plans Examiner
9/1/2016	6	16-02051	4145 W Blue Heron	McDonald's	Fail	Structural Plans Examiner
		16-02067	7000 Military Trail	Trailer	Fail	Structural Plans Examiner
		16-01791	3701 Broadway	Dollar General	Fail	Structural Plans Examiner
		16-02026	2795 Lake Drive	Pool	Fail	Structural Plans Examiner
		16-02062	3044 Casa Rio Court	Fence	Approve	Structural Plans Examiner
		16-02139	3021 N Ocean Drive	Roof	Fail	Structural Plans Examiner
9/6/2016	2	16-01517	Dyer Road	Air Gas	Fail	Structural Plans Examiner
		16-01947	Community Center	Community Center	Fail	Structural Plans Examiner
9/7/2016	4.5	16-01947	Community Center	Community Center	Fail	Structural Plans Examiner
		16-02075	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02076	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02077	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02137	833 W 5th Street	Roof	Fail	Structural Plans Examiner
		16-02036	5420 N Ocean Drive	Repairs	Fail	Structural Plans Examiner
		16-02132	1228 MLK Jr	Roof	Fail	Structural Plans Examiner
		16-02131	820 W 9th Street	Truss Repairs	Approve	Structural Plans Examiner
		16-02081	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02082	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02080	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02086	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02090	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02114	1025 Bog Torch	shutters	Fail	Structural Plans Examiner
		16-02016	2549 Canterbury	Sunroom	Fail	Structural Plans Examiner
9/8/2016	3	16-02016	2549 Canterbury	Sunroom	Fail	Structural Plans Examiner
		16-02202	3800 N Ocean Drive	Patch Driveway	Approve	Structural Plans Examiner
		16-02137	5420 N Ocean Drive	Masonry Repairs	Fail	Structural Plans Examiner
9/9/2016	2	16-02073	5420 N Ocean Drive	Windows / Doors	Fail	Structural Plans Examiner
		16-01652	1140 Bimini Lane	Trusses	Fail	Structural Plans Examiner
9/12/2016	6	16-01980	1649C 28th Street	Window / Door / Shutter	Fail	Structural Plans Examiner
		16-02097	1180 Emerald Drive	Window / Door / Shutter	Approve	Structural Plans Examiner
		16-02095	1034 Center Stone	shutters	Fail	Structural Plans Examiner
		16-02096	1034 Center Stone	Window / Doors	Fail	Structural Plans Examiner
		16-02079	5200 N Ocean Drive	Shutters	Approve	Structural Plans Examiner
		16-02203	1645 15th Street West	Roof	Fail	Structural Plans Examiner
		16-02195	331 W 20th Street	Roof	Fail	Structural Plans Examiner
9/13/2016	6	16-02201	1201 W 23rd Street	shutters	Approve	Structural Plans Examiner
		16-02206	1033-65 Silver Beach	BUR	Approve	Structural Plans Examiner
		16-02138	179 W 23rd Street	Residential	Returned to City	Structural Plans Examiner
		16-02238	2650 Lakeshore Dr	Flooring	Approve	Structural Plans Examiner
		16-02241	1229 W 27th Street	Windows / Doors	Fail	Structural Plans Examiner
		16-02273	3400 N Ocean Drive	Demo	Fail	Structural Plans Examiner
9/15/2016	4	16-02272	3400 N Ocean Drive	Renovation	Fail	Structural Plans Examiner
		16-02277	471 W 32nd Street	shutters	Approve	Structural Plans Examiner
		16-02232	Port West Blvd	Fence	Approve	Structural Plans Examiner
		16-02064	Hotel	Parking Lot	Approve	Structural Plans Examiner

**C.A.P. Government, Inc. - Employee Work Log**

Employee Name: Tony Russo

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/16/2016	6	16-02255	3151 Avenue F	Kitchen	Approve	Structural Plans Examiner
		16-02263	2650 Lakeshore Drive	Flooring	Fail	Structural Plans Examiner
		16-03026	598 W 6th Street	Revision	Fail	Structural Plans Examiner
		16-02281	3610 Avenue H	Roof	Fail	Structural Plans Examiner
		16-02279	4444 Leo Lane	Roof	Fail	Structural Plans Examiner
		16-02282	1320 Avenue H	Demo	Approve	Structural Plans Examiner
9/19/2016	4	16-02283	3040 Lakeshore Drive	Bath	Approve	Structural Plans Examiner
		16-02280	5420 N Ocean Drive	Flooring	Approve	Structural Plans Examiner
		16-02288	2831 Avenue S	Roof	Fail	Structural Plans Examiner
		16-02290	1114 W 16th Street	Roof	Fail	Structural Plans Examiner
		16-02146	2639 W 28th Street	Screen Room	Fail	Structural Plans Examiner
		16-01998	5480 N Ocean Drive	Renovation	Fail	Structural Plans Examiner
9/20/2016	6	16-01996	1410 Avenue E	Warehouse	Fail	Structural Plans Examiner
		16-02221	2546 N Canterbury Drive	Garage Door	Approve	Structural Plans Examiner
		16-02247	2011 Bonsile	Windows / Doors	Fail	Structural Plans Examiner
		16-02248	1648 W 12th Court	Windows	Fail	Structural Plans Examiner
		16-02274	228 E 27th Street	Fence	Approve	Structural Plans Examiner
		16-02264	1025 Powell Drive	Driveway	Approve	Structural Plans Examiner
9/21/2016	5	16-02249	1201 Singer Place	Roof	Fail	Structural Plans Examiner
		16-01872	2666 Park Avenue	Structural	Fail	Structural Plans Examiner
		16-00409	1191 Emerald Lane	Garage Conversion	Fail	Structural Plans Examiner
		16-02297	410 W 32nd Street	Structural	Fail	Structural Plans Examiner
		16-01579	1120 Emerald Lane	Addition	Fail	Structural Plans Examiner
		16-02310	5200 N Ocean Drive	Storefront	Approve	Structural Plans Examiner
9/22/2016	5	16-02309	1100 Surf Road	Renovation	Fail	Structural Plans Examiner
		16-02313	1100 Gulfstream Way	Demo	Fail	Structural Plans Examiner
		16-01833	1100 Gulfstream Way	Doors	Approve	Structural Plans Examiner
		16-02293	3551 Broadway	Renovation	Fail	Structural Plans Examiner
		16-02329	4000 N Ocean Drive	Doors	Fail	Structural Plans Examiner
		16-02301	560 W 34th Street	Roof	Fail	Structural Plans Examiner
9/23/2016	5	16-02185	1140 S Harbor Drive	Renovation	Approve	Structural Plans Examiner
		16-01934	Cunningham Park	Restrooms	Fail	Structural Plans Examiner
		16-02128	3730 N Ocean Drive	Structural	Fail	Structural Plans Examiner
		16-02292	1907 Commerce Lane	Structural	Fail	Structural Plans Examiner
		16-01785	2061 MLK Blvd	Structural	Fail	Structural Plans Examiner
		16-02319	1436 W 37th Street	Roof	Fail	Structural Plans Examiner
9/23/2016	5	16-02317	1436 W 37th Street	Windows / Doors	Fail	Structural Plans Examiner
		16-02272	3400 N Ocean Drive	Demo	Approve	Structural Plans Examiner
		16-02343	5510 N Ocean Drive	Renovation	Approve	Structural Plans Examiner
		16-02345	2085 Bonsile Circle	Garage Door	Approve	Structural Plans Examiner
		16-02326	1310 Australian Avenue	Antenna	Fail	Structural Plans Examiner
		16-02357	1236 W 25th Street	Roof	Fail	Structural Plans Examiner
9/23/2016	5	16-02352	3600 N Ocean Drive	Windows / Doors	Fail	Structural Plans Examiner
		16-02048	2600 Avenue H	Carport Conversion	Approve	Structural Plans Examiner
		16-02346	1591 W 12th Court	Windows	Fail	Structural Plans Examiner
		16-02348	1591 W 12th Court	Doors	Fail	Structural Plans Examiner
		16-02349	1591 W 12th Court	Roof	Fail	Structural Plans Examiner
		16-02337	1401 Broadway	Roof	Fail	Structural Plans Examiner

**C.A.P. Government, Inc. - Employee Work Log**

Employee Name: Tony Russo

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/26/2016	5	16-01734	341 W 27th Street	Structural	Sent Back to Warren	Structural Plans Examiner
		16-02279	4444 Leo Lane	Structural	Fail	Structural Plans Examiner
		16-02377	1034 Center Stone Lane	Generator	Fail	Structural Plans Examiner
		16-01913	1641 W 34th Street	Structural	Sent Back to Warren	Structural Plans Examiner
9/27/2016	4	16-02369	3110 Surf Way	Windows	Approve	Structural Plans Examiner
		16-02065	3100 N Ocean Drive	Foundation	Fail	Structural Plans Examiner
9/28/2016	5	None	845 Palm Beach Road	Site/Demo/Dumpster/Fence	Fail	Structural Plans Examiner
		None	845 Palm Beach Road	Main & 1	Fail	Structural Plans Examiner
Total Hours		Total Hours - Structural Plans Examiner				
84.5						

Total Hours -

Tony Russo 84.5

**C.A.P. Government, Inc. - Employee Work Log**

Employee Name: Jim Sugg

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016	6	16-01847	1201 Avenue R	Electrical		Electrical Plans Examiner
		16-01434	4145 W Blue Heron	Electrical		Electrical Plans Examiner
9/1/2016	6	16-02051	5460 N Ocean Dr	A/C	NA	Electrical Plans Examiner
		16-02120	5460 N Ocean Dr	Water Heater	NA	Electrical Plans Examiner
		16-02021	321 W 16th Way	A/C	NA	Electrical Plans Examiner
		16-02126	7000 Military Trail	Trailer	Approve	Electrical Plans Examiner
		16-02067	820 5th St	Service	Approve	Electrical Plans Examiner
		16-02071	5080 N Ocean Dr	Remodel	Approve	Electrical Plans Examiner
		16-02066	1229 Yacht Harbor	Service	Approve	Electrical Plans Examiner
		16-02072	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02077	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02076	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02075	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02099	7741 Military Trail	Remodel	Fail	Electrical Plans Examiner
		16-02100	7741 Military Trail	Remodel	Fail	Electrical Plans Examiner
		16-01517	7001 Military Trail	New	Fail	Electrical Plans Examiner
		16-01751	3701 Broadway	New	Approve	Electrical Plans Examiner
		16-02197	1140 S Harbor Dr	Remodel	Approve	Electrical Plans Examiner
		16-02166	350 W 27th St	Service	Approve	Electrical Plans Examiner
9/9/2016	6	16-02022	5200 Ocean Dr	Remodel	Fail	Electrical Plans Examiner
		16-02202	3800 N Ocean Dr	Hi Hats	Approve	Electrical Plans Examiner
		16-02244	182 W 34th St	Service	Approve	Electrical Plans Examiner
		16-02245	331 Wilma Cir	Service	Fail	Electrical Plans Examiner
		16-02185	1140 S Harbor Dr	Remodel	Fail	Electrical Plans Examiner
		16-02102	3161 Avenue F	Revision	Approve	Electrical Plans Examiner
		16-01881	7200 Military Trail	Revision	Approve	Electrical Plans Examiner
9/28/2016	2.5	16-01517	398 Dryer Rd	Remodel	Fail	Electrical Plans Examiner
			7289 Gordon Rd	Electrical	Approve	Electrical Plans Examiner
			7289 Gordon Rd	Electrical	Approve	Electrical Plans Examiner
			3551 Broadway	Electrical	Approve	Electrical Plans Examiner
9/29/2016	8	16-02293		Electrical		Electrical Plans Examiner
		16-02408	1210 Morse Blvd	Electrical		Electrical Plans Examiner
		16-02412	2174 Oakmont Dr	Electrical		Electrical Plans Examiner
		16-02413	5200 Ocean Dr	Electrical		Electrical Plans Examiner
9/30/2016	4	16-02022		Electrical		Electrical Plans Examiner
		16-02428		Electrical		Electrical Plans Examiner
		16-02423		Electrical		Electrical Plans Examiner
		<b>Total Hours</b>		<b>32.5</b>		

Total Hours -  
Jim Sugg 32.5



# CITY OF RIVIERA BEACH

PO BOX 10682  
RIVIERA BEACH FL 33419-1682

## PURCHASE ORDER: 112651

Page: 1 of 1

\*\*\*\*\* VENDOR \*\*\*\*\*  
C.A.P. GOVERNMENT, INC.  
343 ALMERIA AVE  
CORAL GABLES FL 33134

\*\*\*\*\* DELIVER TO \*\*\*\*\*  
CITY OF RIVIERA BEACH  
CDEC/ADMINISTRATION  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
08.02.2016	09.01.2016	RL	RIV BCH	NET 30 DAYS		RLITTLE

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
CD001220	11722-1	(305)448-1711	(305)448-1712	CARLOS PENIN, PE

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		CAP GOVERNMENT WILL PROVIDE SERVICES FOR BUILDING DIVISION FOR PLANS REVIEW EXAMINER AND BUILDING INSPECTOR DUE TO BOTH BEING RETIRED.	25,000.0000	25,000.00	001-0717-515-0-3106
				** TOTAL **	25,000.00	

RECEIVED  
AUG 03 2016  
FINANCE

### VENDOR INSTRUCTIONS:

- MAIL INVOICES TO: CITY OF RIVIERA BEACH  
P.O. DRAWER 10682  
RIVIERA BEACH, FL 33419-1682  
ATTENTION: ACCOUNTS PAYABLE
- INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
- PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE RIVIERA BEACH PURCHASING
- ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
- STATE TAX EXEMPT#: 9975229 EIN: 59-6000417
- IF YOU HAVE QUESTIONS, PLEASE CALL 561/845-4180.

### SPECIAL INSTRUCTIONS:

REC. REPORT

PURCHASING DIRECTOR

**CONTRACT FOR  
Building Inspection and Plan Review Services  
(Contract No. 15-071/LAC)**

This Contract No. 15-071/LAC is made as of this 16<sup>th</sup> day of December, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and C.A.P. Government, Inc., 3265 Meridian Parkway, Suite 100, Weston, FL 33331, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract, as the secondary CONTRACTOR, is to provide, when requested, building inspection and plan review services for the Planning, Zoning & Building Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated September 18, 2015, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Pat D'Agostino, Fiscal Manager, telephone number (561) 233-5017, or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Carlos A. Penin, PE, President, telephone number (305) 458-6000.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No.15-071/LAC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated September 18, 2015; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The CONTRACTOR shall commence services on December 15, 2015, and complete all services by December 14, 2018, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

#### **ARTICLE 7 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

#### **ARTICLE 8 - PERSONNEL**

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

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

## **ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.
4. The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.
5. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
6. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
7. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for



herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 14 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 16 - REMEDIES**

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

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III,

## **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 22 - CONTINGENT FEES**

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

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 26 - SEVERABILITY**

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

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

## **ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

## **ARTICLE 29 - MODIFICATIONS OF WORK**


The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

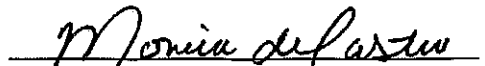
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES:  
  
Signature

JOSE E. MIRANDA BY:  
Name (type or print)

  
Signature

Monica De Castro  
Name (type or print)

CONTRACTOR:

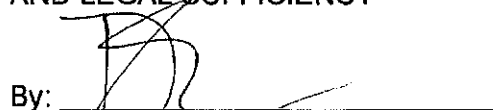
C.A.P. Government, Inc.  
Company Name

  
Signature

Carlos A. Penin, PE  
Typed Name

President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
County Attorney

# CITY OF RIVIERA BEACH

PO BOX 10682  
RIVIERA BEACH FL 33419-1682

**PURCHASE ORDER: 112651**

Page: 1 of 1



\*\*\*\*\* VENDOR \*\*\*\*\*  
**C.A.P. GOVERNMENT, INC.**  
**343 ALMERIA AVE**  
**CORAL GABLES FL 33134**

\*\*\*\*\* DELIVER TO \*\*\*\*\*  
**CITY OF RIVIERA BEACH**  
**CDEC/ADMINISTRATION**  
**600 WEST BLUE HERON BLVD.**  
**RIVIERA BEACH, FL 33404**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
08.02.2016	09.01.2016	RL	RIV BCH	NET 30 DAYS		RLITTLE

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
CD001220	11722-1	(305)448-1711	(305)448-1712	CARLOS PENIN, PE

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		CAP GOVERNMENT WILL PROVIDE SERVICES FOR BUILDING DIVISION FOR PLANS REVIEW EXAMINER AND BUILDING INSPECTOR DUE TO BOTH BEING RETIRED.	25,000.0000	25,000.00	001-0717-515-0-3106
				** TOTAL **	25,000.00	

RECEIVED  
10/30/2015  
FINANCE

**VENDOR INSTRUCTIONS:**

1. MAIL INVOICES TO: CITY OF RIVIERA BEACH  
P.O. DRAWER 10682  
RIVIERA BEACH, FL 33419-1682  
ATTENTION: ACCOUNTS PAYABLE
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE RIVIERA BEACH PURCHASING
4. ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
5. STATE TAX EXEMPT#: 9975229 EIN: 59-6000417
6. IF YOU HAVE QUESTIONS, PLEASE CALL 561/845-4180.

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
PURCHASING DIRECTOR

**Invoice****cap government**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

September 2, 2016

Project No: 000127000.00

Danny Jones

Invoice No: 0003858

City of Riviera Beach

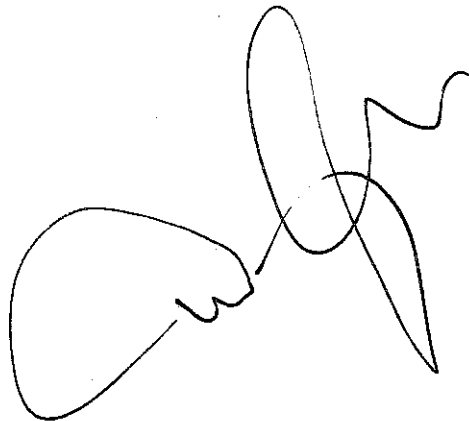
600 West Blue Heron Blvd.

Riviera Beach, FL 33404

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from August 1, 2016 to August 30, 2016****Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner	168.25	75.00	12,618.75
Electrical Plans Examiner	47.5	75.00	3,562.50
Mechanical Plans Examiner	9.25	75.00	693.75
Plumbing Plans Examiner	9	75.00	675.00
Electrical Inspector	9	65.00	585.00
Mechanical Inspector	12	65.00	780.00
Plumbing Inspector	56.5	65.00	3,672.50
Totals	311.50		

**Total Labor****22,587.50****Total this Invoice****\$22,587.50**

# C.A.P. Government, Inc. - Employee Work Log

Employee Name: Jim Sugg

Invoice: August

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Electrical Inspector						
8/17/2016	3	16-01931	1117 N Harbor Dr	Remodel	Fail	Electrical Inspection
8/17/2016		16-01316	3755 Interstate	Fire Sprinkler	NA	Electrical Inspection
8/17/2016		16-01902	5380 N Ocean Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01943	1140 Singer Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01977	1103 Via Garden	Solar	Fail	Electrical Inspection
8/17/2016		16-01952	5050 N Ocean Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-0195	1080 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016		16-01828	1101 W 3rd Street	Remodel	Approve	Electrical Inspection
8/17/2016		16-01652	1140 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016		16-01769	5550 N Ocean Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01631	1201 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016	3	16-00701	600 Blue Herron Blvd	Final Sign Electric	Fail	Electrical Inspection
8/17/2016		16-01806	5380 Ocean Dr	Rough In	Approve	Electrical Inspection
8/17/2016		16-01374	1660 31st Street	Final Electric	Approve	Electrical Inspection
8/17/2016		16-00826	34 Blue Heron Blvd	Final Electric	Approve	Electrical Inspection
8/17/2016		15-02544	1031 Gulfstream Way	Torque / Early Release	Approve	Electrical Inspection
8/17/2016		16-00952	1309 Avenue G	Temp Power Release	Fail	Electrical Inspection
8/17/2016		16-00701	600 Blue Herron Blvd	Final Sign Electric	Approve	Electrical Inspection
8/17/2016	3	16-00952	1309 Avenue G	Temp Power Release	Approve	Electrical Inspection
8/17/2016		16-00953	601 7th Street	Power Release	Approve	Electrical Inspection
8/17/2016		16-01809	5380 Ocean Drive	Rough In	Approve	Electrical Inspection
8/17/2016		16-01725	1373 32nd Street	Rough In	Fail	Electrical Inspection
8/17/2016		16-00643	2320 Avenue S	Rough In	Approve	Electrical Inspection
8/17/2016		16-01708	600 Blue Herron Blvd	Final Electric	Fail	Electrical Inspection
8/17/2016		16-02039	1021 2nd Street W	Final Electric	Approve	Electrical Inspection
8/17/2016		16-01725	1373 32nd Street	Rough In	Approve	Electrical Inspection
8/17/2016		16-01959	1080 Bimini Lane	Rough In	Approve	Electrical Inspection
8/17/2016		16-00445	3755 Interstate	Rough In	Approve	Electrical Inspection

Electrical Plans Examiner						
8/9/2016	6	16-01876	301 W 29th Street	Kitchen Remodel	NA	Electrical Plan Review
8/9/2016		16-01344	5280 Riviera Beach	Remodel	Fail	Electrical Plan Review
8/9/2016		16-00923	4444 Leo Lane	6 New Townhouses	Approve	Electrical Plan Review
8/10/2016	7	16-00988	1111 Coral Way Island	Remodel	Approve	Electrical Plan Review
8/10/2016		16-01190	5460 N. Ocean Dr	Remodel	Approve	Electrical Plan Review
8/10/2016		16-01930	1133 W 10th Street	Hood System	Approve	Electrical Plan Review
8/10/2016		16-01237	1800 Old Dixie	Solar	Approve	Electrical Plan Review
8/10/2016		16-01913	1641 W 34th Street	Remodel	Fail	Electrical Plan Review
8/10/2016		16-01914	1641 W 34th Street	Remodel	Fail	Electrical Plan Review



## C.A.P. Government, Inc. - Employee Work Log

Employee Name: Jim Sugg

Invoice: August

Date	Number of Hours		City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
	Worked						
8/10/2016			16-01915	1641 W 34th Street	Remodel	Fail	Electrical Plan Review
8/10/2016			15-03051	1400 Broadway	NA	NA	Electrical Plan Review
8/10/2016			16-01714	4800 W 37th Street	AC Change out	NA	Electrical Plan Review
8/11/2016	7		16-01734	341 W 27th Street	Remodel	Approve	Electrical Plan Review
8/11/2016			16-01884	290 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01885	390 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01886	590 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01887	790 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01888	890 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01890	990 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01891	990 Woodbine Way #912	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01892	1390 Woodbine Way #1324	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01893	1490 Woodbine Way #1407	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01894	1490 Woodbine Way #1410	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01895	1490 Woodbine Way #1418	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01896	1790 Woodbine Way #1711	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01911	1252 Sugar Sand Blvd	AC Change out	NA	Electrical Plan Review
8/11/2016			16-01920	1521 Australian Ave	AC Change out	NA	Electrical Plan Review
8/23/2016	8		16-00609	5380 Ocean Drive	Fire Alarm	Approve	Electrical Plan Review
8/23/2016			16-02002	5801 N Military	Vent	Approve	Electrical Plan Review
8/23/2016			16-01915	801 Avenue E	Temp Trailer	Approve	Electrical Plan Review
8/23/2016			16-02015	5380 Ocean Drive	Remodel	Approve	Electrical Plan Review
8/23/2016			16-01586	5380 Ocean Drive	Remodel	Approve	Electrical Plan Review
8/23/2016			15-02006	2655 Lake Drive	Remodel	Approve	Electrical Plan Review
8/23/2016			16-02000	1030 Sugar Sand	Remodel	Approve	Electrical Plan Review
8/23/2016			16-01998	5420 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/23/2016			16-02060	3021 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016	8		16-02053	2800 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016			16-02004	2700 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016			16-01316	3735 Interstate	Fire Sprinkler	NA	Electrical Plan Review
8/24/2016			16-01992	5050 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016			16-01733	3040 Lakeshore	Remodel	Fail	Electrical Plan Review
8/24/2016			16-01994	5200 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016			16-02032	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016			16-02000	1030 Sugar Sand	Remodel	Approve	Electrical Plan Review
8/26/2016	8		16-02041	2640 Lakeshore Dr	Remodel	Fail	Electrical Plan Review
8/26/2016			16-01344	5280 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016			16-02035	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016			16-03738	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016			16-01434	1201 Avenue R	Remodel	Approve	Electrical Plan Review
8/26/2016			16-02051	4145 W. Blue Heron	Remodel	Approve	Electrical Plan Review

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Jim Sugg**

**Invoice: August**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/30/2016	3.5	16-01797	190 E 13th Street	Restaurant Bldg	Approve	Electrical Plan Review
8/30/2016		16-01733	3040 Lakeshore Dr	Remodel	NA	Electrical Plan Review
8/30/2016		16-00609	5380 Ocean Dr	Fire	Approve	Electrical Plan Review
8/30/2016		16-02112	3730 N Ocean Dr	Fire	Fail	Electrical Plan Review
<b>TOTAL: 3.5</b>						

Total Hours -

Jim Sugg 56.5

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Tony Russo

Invoice: August

Date	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/29/2016	4	Tony Russo	16-02006	Structural Plans Examiner	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02320	2655 Lake St #1	Structure	Approve	Structural Plans Examiner
8/29/2016			16-02015	5070 N Ocean # 7B	Structure	Approve	Structural Plans Examiner
8/29/2016			16-01998	5380 N Ocean # 1-BD	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02048	5420 N Ocean #804	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02056	2600 Avenue H West	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02053	2800 N Ocean Dr A20D	Structure	Fail	Structural Plans Examiner
8/30/2016	5	Tony Russo	16-02063	2801 N Ocean Dr A20C	Structure	Fail	Structural Plans Examiner
8/30/2016			16-02004	2640 Lakeshore Dr #415	Kitchen Remodel		Structural Plans Examiner
8/30/2016			16-01934	2700 N Ocean Dr #1401A	Interior Remodel		Structural Plans Examiner
8/30/2016			16-02022	Cunningham Park	City Park		Structural Plans Examiner
8/30/2016			16-01115	5200 N Ocean Drive	Parking Deck Restoration		Structural Plans Examiner
8/30/2016			16-01060	2600 Broadway	Fence		Structural Plans Examiner
8/30/2016			16-02109	7540 Byron Dr	Sign		Structural Plans Examiner
8/30/2016			16-02113	6500 N Military	Parking Lot		Structural Plans Examiner
8/30/2016			16-02115	1293 Rosegate Blvd	Fence		Structural Plans Examiner
8/30/2016			16-02118	594 W 3rd St	Fence		Structural Plans Examiner
8/30/2016			16-01872	1210 Rosegate Blvd	Fence		Structural Plans Examiner
8/30/2016				2666 Park Ave	Change of Occupancy		Structural Plans Examiner

Total Hours -  
Tony Russo

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Judson Dulany

Invoice: August

Date	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
------	------------------------	---------------	--------------------	-----------------	---------------------	------------------	---------------------------

8/3/2016	4	Judson Dulany	16-01852	2657 Highway	Revision	Approve	Structural Plans Examiner - Meet with Mr. Pete Ringle to go over where he needs for CAP to begin with current City permits and new permit submittals
8/9/2016	8	Judson Dulany	16-01863	1573 Silver Beach	Roof	Approve	Structural Plans Examiner
8/9/2016			16-01868	1258 Rosegate Blvd	Driveway	Approve	Structural Plans Examiner
8/9/2016			16-01816	301 W 29	Driveway	Approve	Structural Plans Examiner
8/9/2016			16-01870	3200 N Ocean Dr	Windows	Approve	Structural Plans Examiner
8/9/2016			16-01720	140 Shore Dr	Dock	Approve	Structural Plans Examiner
8/10/2016	4.75	Judson Dulany	16-01190	5460 N Ocean	Remodel	Approve	Structural Plans Examiner
8/11/2016	8	Judson Dulany	16-01913	1641W 34 Street	structural	Approve	Structural Plans Examiner
8/11/2016			16-01139	1330 W 3rd St	structural	Approve	Structural Plans Examiner
8/12/2016	6	Judson Dulany	16-01943	1040 Singer Dr	structural	Approve	Structural Plans Examiner
8/12/2016			16-01975	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/12/2016			16-01543	1141 Coral Way	structural	Approve	Structural Plans Examiner
8/12/2016			16-01949	5510 N Ocean Dr	structural	Fail	Structural Plans Examiner
8/12/2016			16-01954	1073 Via Jarden	structural	Fail	Structural Plans Examiner
8/17/2016	4	Judson Dulany	16-01962	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/17/2016			16-01969	1381 W 9th St	structural	Approve	Structural Plans Examiner
8/19/2016	4	Judson Dulany	16-01965	3800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/19/2016			16-01977	1103 Via Jarden	structural	Approve	Structural Plans Examiner
8/22/2016	8	Judson Dulany	16-01962	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/22/2016			16-01963	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/22/2016			16-01970	4245 Dile Mora St	structural	Approve	Structural Plans Examiner
8/22/2016			16-01969	1581 W 9th St	structural	Approve	Structural Plans Examiner
8/24/2016	2	Judson Dulany	16-01770	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/24/2016			16-01771	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/24/2016			16-01772	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/25/2016	3.5	Judson Dulany	Multiple Permits	Multiple Addresses	structural	Approve	Structural Plans Examiner
8/26/2016	8	Judson Dulany	16-01756	650 W 36	structural	Approve	Structural Plans Examiner
8/26/2016			16-01769	5550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/26/2016			16-01828	1101 W 3rd St	structural	Approve	Structural Plans Examiner
8/26/2016			16-01829	1101 W 3rd St	structural	Approve	Structural Plans Examiner
8/26/2016			16-02001	2650 Lakeshore Dr	structural	Approve	Structural Plans Examiner
8/26/2016			16-02007	1401 W 26th St	structural	Approve	Structural Plans Examiner

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Judson Dulany**

**Invoice: August**

Date	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/26/2016			16-02009	1500 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02010	1520 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02011	1540 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02012	1564 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02013	1596 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/29/2016	6	Judson Dulany	16-01115	2600 Broadway	structural	Approve	Structural Plans Examiner
8/29/2016			16-02032	5070 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/29/2016			16-02048	2600 Avenue H	structural	Approve	Structural Plans Examiner
8/29/2016			16-01733	3040 Lakeshore Dr	structural	Approve	Structural Plans Examiner
8/29/2016			16-01026	1540 12th Ct	structural	Approve	Structural Plans Examiner
8/30/2016	4.75	Judson Dulany	16-02053	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/30/2016			16-02056	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/30/2016			16-02063	2040 Lakeshore Dr	structural	Approve	Structural Plans Examiner

Total Hours - Judson  
Dulany 71

C.A.P. Government, Inc. - Employee Work Log

Employee Name: James Mather

Invoice: August

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/24/2016	7	16-01046	5540 Ocean Dr N 10B	Plumbing Final	Fail	Plumbing Inspector
		13-01845	1101 Fairview Lane	Plumbing Final	Fail	Plumbing Inspector
		16-01857	1320 Avenue H	Underground Plumbing	Pass	Plumbing Inspector
		16-02046	1140 Bimini Lane	Underground Plumbing	Pass	Plumbing Inspector
		16-00863	1117 Harbor Drive North	Rough-in Top Out	Fail	Plumbing Inspector
		16-01906	5380 Ocean Dr North 1-188	Rough-in Plumbing	Pass	Plumbing Inspector
		15-02815	1030 Pine Point Rd	Main Drain	Fail	Plumbing Inspector
		13-01845	1101 Fairview Lane	Plumbing Final	Pass	Called back out to address
8/25/2016	8	16-02105	1141 Coral Way	Rough-in Plumbing	Fail	Plumbing Inspector
		16-01300	2061 Dr Martin Luther King Blvd -100	Outside Sanitary	Fail	Plumbing Inspector
		16-01435	3755 Interstate Park Rd W	Rough-in Plumbing	Fail	Plumbing Inspector
		16-01435	3755 Interstate Park Rd W	Tie-In Sewer	Fail	Plumbing Inspector
8/26/2016	8	16-01300	2061 Dr Martin Luther King Blvd -100	Outside Sanitary	Pass	Plumbing Inspector
		16-01435	3755 Interstate Park Rd W	Tie-In Sewer	Pass	Plumbing Inspector
		16-01435	3755 Interstate Park Rd W	Final Plumbing	Pass	Plumbing Inspector
		16-00397	1310 25th St West	Rough-in Plumbing	Pass	Plumbing Inspector
		16-02105	1141 Coral Way	Rough-in Plumbing	Pass	Plumbing Inspector
8/29/2016	8	15-02604	5250 Ocean Dr North -14N	Rough-in Plumbing	Pass	Plumbing Inspector
		16-00863	1117 Harbor Drive North	Top Out	Pass	Plumbing Inspector
		15-02815	1030 Pine Point Rd	Underground Plumbing	Pass	Plumbing Inspector
		16-02123	7241 Haverhill Business Park 105/108	Underground Plumbing	Pass	Plumbing Inspector
		16-02122	7242 Haverhill Business Park 109/110	Underground Plumbing	Pass	Plumbing Inspector
		16-00671	3155 Avenue H East	Plumbing Final	Fail	Plumbing Inspector
		16-02127	5200 Ocean Dr North 1702	Rough-in Top Out	Fail	Plumbing Inspector
8/30/2016	8	16-02140	2061 Dr Martin Luther King Blvd -100	Rough-in Plumbing	Pass	Plumbing Inspector
		16-01300	2061 Dr Martin Luther King Blvd -100	Sanitary Rough Outside	Pass	Plumbing Inspector
		16-02179	2721 RJ Hendley Ave	Gas Pressure Test	Pass	Plumbing Inspector
		16-02127	5200 Ocean Dr North 1702	Top Out	Pass	Plumbing Inspector
		15-01895	1091 Bimini Lane	Final Pool Plumbing	Pass	Plumbing Inspector
		16-00665	3137 Avenue F	Rough Plumbing	Pass	Plumbing Inspector
		16-00397	1310 25th St West	Water Heater Final	Pass	Plumbing Inspector

Total Hours -  
Judson Dulany 39

C.A.P. Government, Inc. - Employee Work Log  
Employee Name: Warren Delbach

Invoice: August

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	Misc
8/16/2016	2	15-02592	909 Avenue U-Lift STA Master	Mech Rough	Fail	Mechanical Inspector	
8/16/2016		16-01803	724 2nd St West	A/C Final	Approve	Mechanical Inspector	
8/16/2016		16-01862	5200 Ocean Dr North	Mech Final	Approve	Mechanical Inspector	
8/16/2016		16-01130	3155 Avenue H East	A/C Final	Approve	Mechanical Inspector	
8/17/2016	0.5	16-00596	1080 Bimini Lane	2nd Rough Gas	Approve	Mechanical Inspector	
8/17/2016		16-01477	3098 Laurel Ridge Circle	A/C Final	Approve	Mechanical Inspector	
8/17/2016		16-01230	757 4th St West	Mechanical Final	Approve	Mechanical Inspector	
8/22/2016	3	16-01761	1141 Singer Dr	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-01762	3959 N Ocean Dr	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-01858	1205 Coral Way	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-00540	1115 Center Stone Lane	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-01819	1221 Cleve H Dixon Ave	A/C Final	Approve	Mechanical Inspector	
8/22/2016		16-01521	4021 Dorado Dr	A/C Final	Approve	Mechanical Inspector	
8/22/2016		16-01815	4200 Ocean Dr North I-603	A/C Final	Approve	Mechanical Inspector	
8/22/2016		15-02308	541 Silver Beach Rd 4A	Rough mech	Approve	Mechanical Inspector	
8/22/2016		16-01935	1375 32nd St West	Rough mech	Approve	Mechanical Inspector	
8/23/2016	3	16-01761	1141 Singer Dr	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-01762	3959 Ocean Dr North	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-01858	125 Coral Way	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-00540	1115 Center Stone Lane	A/C Final	Approve	Mechanical Inspector	
8/23/2016		13-01847	1101 Fairview Lane	A/C Final	Approve	Mechanical Inspector	
8/26/2016	1	16-01920	1521 Australian Ave	A/C Final	Approve	Mechanical Inspector	
8/26/2016		16-01008	1020 6th St West	Rough Mech	Approve	Mechanical Inspector	
8/29/2016	2	16-00397	1310 23th St West	Mechanical Final	Approve	Mechanical Inspector	
8/29/2016		16-01089	4200 Ocean Dr North Bldg I-701	A/C Final Linears	Approve	Mechanical Inspector	
8/29/2016		16-01825	3137 Avenue F	Rough-In	Approve	Mechanical Inspector	
8/29/2016		15-02557	5250 Ocean Dr North 14N	Rough-In	Approve	Mechanical Inspector	
8/30/2016	0.5	16-01930	2721 R Hendley Ave	Rough-In	Approve	Mechanical Inspector	
8/30/2016	12		Total hours - Mechanical Inspector				

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	Misc
8/15/2016	2		1111 Coral Way	Mechanical	Approve	Mechanical Plans Examiner	
8/15/2016		16-01911	1252 Sugar Sands Blvd	Mechanical	Approve	Mechanical Plans Examiner	
8/15/2016		16-01090	5480 N Ocean Dr A-9D	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016	7.25	16-02050	1230 Fairview Lane	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-02030	5460 N Ocean Dr 140	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-02031	5461 N Ocean Dr 14-D	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-01942	5280 N Ocean Dr PH-D	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016	9.25		Total hours Mechanical Plans Inspector				

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	Misc
8/13/2016	4		1080 Bimini Lane	Rough-In Top Out	Approve	Plumbing Inspector	
8/13/2016		16-00597	1050 Fairview Lane	Rough-In Ground Rough	Approve	Plumbing Inspector	
8/13/2016		16-01090	1050 Fairview Lane	Rough-In Water Main	Approve	Plumbing Inspector	
8/13/2016		16-01090	1050 Fairview Lane	Tie-In Sewer	Approve	Plumbing Inspector	
8/16/2016	2	16-01997	5380 Ocean Dr North #1-31	Underground	Approve	Plumbing Inspector	
8/16/2016		16-01453	1080 Bimini Lane	Perimeter Piping	Approve	Plumbing Inspector	
8/16/2016		16-00863	1117 Harbor Dr North	Rough-In	Fail	Plumbing Inspector	
8/16/2016		16-01984	237 25th St West	Rough Plumbing	Approve	Plumbing Inspector	
8/17/2016	3.5	16-01972	7201 49th Terrace North	Well Final	Approve	Plumbing Inspector	
8/17/2016		16-01997	5380 Ocean Drive North II-31	Rough Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01995	1660 31st St West	Final Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01209	4100 Ocean Dr North WT-502	Final Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01988	301 13th St West	Rough-In	Approve	Plumbing Inspector	
8/17/2016		16-00784	7201 49th Terrace North	Final Plumbing	Approve	Plumbing Inspector	

8/18/2016	4	16-00544	1080 Bimlini Lane	Rough-In	Plumbing Inspector
8/18/2016		16-01851	1170 Cabana Rd	Top Out	Plumbing Inspector
8/18/2016		16-00319	3730 Ocean Dr North	Rough-In	Plumbing Inspector
8/18/2016		16-01921	1800-1830 Dr MLK Blvd	Water main	Plumbing Inspector
8/18/2016		16-01230	757 4th St West	Plumbing Final	Plumbing Inspector
8/18/2016		16-01923	5420 Ocean Dr North #404	Rough-In	Plumbing Inspector
8/18/2016		16-01577	1041 Silver Beach Rd	Final Plumbing	Plumbing Inspector
8/19/2016	4	16-01987	313 13th St West	Rough Plumbing	Plumbing Inspector
8/19/2016		16-00962	5070 Ocean Dr North - 7C	Final Plumbing	Plumbing Inspector
8/19/2016		16-01997	5380 Ocean Dr North #11-31	Rough-In	Plumbing Inspector
8/19/2016		16-00620	1236 Beach Rd	Final Plumbing	Plumbing Inspector
Total Hours - Plumbing Inspector		17.5			

8/5/2016	8	16-01344	5280 N Ocean Dr PHD	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01868	1258 Rosegate Blvd	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01863	1573 Silver Beach	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01762	3959 N Ocean Dr	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01865	2700 N Ocean Dr	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01865	5200 N Ocean Dr	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01876	301 W 29th St	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01870	5200 N Ocean Dr #305	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01869	5380 N Ocean Dr #1131	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01852	2657 Old Dixie Hwy	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01720	140 Shore	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01719	140 Shore	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01190	5469 N Ocean Dr #14A	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01930	271 RJ Hendley Ave	Plumbing	Plumbing Plans Examiner
8/5/2016		16-01714	480 37th	Plumbing	Plumbing Plans Examiner
8/5/2016		16-00923	4444 Leo Lane	Plumbing	Plumbing Plans Examiner
8/5/2016	1		2800 N Ocean Dr 10-CB	Bldg & Plumbing	Plumbing Plans Examiner
8/15/2016	9	Total Hours - Plumbing Plans Examiner			

8/8/2016	4	16-01884	Woodbine	12 Permits	Structural Plans Examiner
8/8/2016		16-01900	142 Port Del South	Structural	Structural Plans Examiner
8/8/2016		16-01907	571 W 20th St	Structural	Structural Plans Examiner
8/8/2016		16-01889	236 Avenue Z	Structural	Structural Plans Examiner
8/8/2016		16-01882	2144 Oakmont Dr	Structural	Structural Plans Examiner
8/8/2016	4	Bldg Dept Counter			
8/8/2016	4	16-01920	1521 Australian Ave	Structural	Structural Plans Examiner
8/9/2016		16-01811	945 W 15th St	Structural	Structural Plans Examiner
8/9/2016		16-01237	1800 Old Dixie Hwy	Structural	Structural Plans Examiner
8/9/2016		16-01848	3002 Broadway	Structural	Structural Plans Examiner
8/9/2016		16-01929	1400 Broadway	Structural	Structural Plans Examiner
8/9/2016		16-01924	951 W 13th St #3	Structural	Structural Plans Examiner
8/9/2016		15-02895	1260 Plaza Circle	Structural	Structural Plans Examiner
8/9/2016		16-01139	1330 W 3rd St	Structural	Structural Plans Examiner
8/9/2016		16-01928	3040 Lakeshore Dr #502	Structural	Structural Plans Examiner
8/9/2016		16-01922	2948 Avenue H West	Structural	Structural Plans Examiner
8/9/2016	4	Bldg Dept Counter			
8/10/2016	4	16-01190	5460 N Ocean Dr #14A	Structural	Structural Plans Examiner
8/10/2016		16-00923	4444 Leo Lane	Structural	Structural Plans Examiner
8/10/2016		15-00351	7201 49th Terrace N	Structural	Structural Plans Examiner

Bldg/Plumb Plans Examiner

Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
the Bldg Department Counter answering  
questions from Contractors and  
Homeowners

Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
Structural Plans Examiner  
the Bldg Department Counter answering  
questions from Contractors and  
Homeowners



8/10/2016	4	Bldg Dept Counter	16-01942	2630 Lakeshore Dr #2203	Structural	Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/11/2016	4		16-01943	1117 N Harbor Dr	Structural	Structural Plans Examiner
8/11/2016			16-01951	1373 W 32nd St	Structural	Structural Plans Examiner
8/11/2016			16-01955	5420 N Ocean Dr	Structural	Structural Plans Examiner
8/11/2016			16-01919	3000 N Ocean Dr	Structural	Structural Plans Examiner
8/11/2016			16-01950			Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/11/2016	4	Bldg Dept Counter	16-01948	5280 N Ocean Dr-PHD	Structural	Structural Plans Examiner
8/12/2016	4		16-01943	1040 Singer Dr	Structural	Structural Plans Examiner
8/12/2016			16-01949	5510 N Ocean Dr	Structural	Structural Plans Examiner
8/12/2016			16-01316	3755 Interstate Park	Structural	Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/12/2016	4	Bldg Dept Counter	16-01734	341 W 27th St	Bldg, Plumbing & Mechanical	Structural Plans Examiner
8/15/2016	1		16-01943	1040 Singer Dr	Bldg & Plumbing	Structural Plans Examiner - Bldg/Plumb Plans Examiner
8/15/2016				2455 Port West Blvd	Bldg, Plumbing & Mechanical	Structural Plans Examiner - Bldg/Plumb/Mech Plans Examiner
8/15/2016	4		16-01952	5050 N Ocean Dr # 1502	Structural	Structural Plans Examiner
8/16/2016			16-01954	1073 Via Jarden	Structural	Structural Plans Examiner
8/16/2016			16-01965	3800 N. Ocean Dr #2013	Structural	Structural Plans Examiner
8/16/2016			16-01977	1103 Via Jarden	Structural	Structural Plans Examiner
8/16/2016			16-01652	1140 Bimini Lane	Structural	Structural Plans Examiner
8/16/2016			16-01989	3601 Avenue T	Structural	Structural Plans Examiner
8/16/2016	4		16-01962	5380 N Ocean Dr	Structural	Structural Plans Examiner
8/17/2016			16-01963	5380 N Ocean Dr	Structural	Structural Plans Examiner
8/17/2016			16-01543	1141 Coral Way	Structural	Structural Plans Examiner
8/17/2016			16-01922	2948 Avenue H West	Structural	Structural Plans Examiner
8/17/2016	4		16-01949	5540 N Ocean Dr	Structural	Structural Plans Examiner
8/18/2016			16-01954	1073 Via Jarden	Structural	Structural Plans Examiner
8/18/2016			16-01965	3800 N Ocean Dr #2013	Structural	Structural Plans Examiner
8/18/2016			16-01980	1649 W 28th St	Structural	Structural Plans Examiner
8/18/2016			16-01989	3601 Avenue T	Structural	Structural Plans Examiner
8/19/2016	4		16-01970	4245 Delmore Ct	Structural	Structural Plans Examiner
8/19/2016			16-01969	1581 W 9th St	Structural	Structural Plans Examiner
8/19/2016			16-01962	5380 N Ocean Dr #10H	Structural	Structural Plans Examiner
8/22/2016	5		16-00989	4000 N Ocean Dr U1202	Bldg & Plumbing	Structural Plans Examiner
8/22/2016			16-02023	200 W 20th St	Structural	Structural Plans Examiner
8/22/2016			16-01986	1150 Morse Blvd	Structural	Structural Plans Examiner
8/22/2016			16-01650	1140 Bimini Lane	Structural	Structural Plans Examiner
8/22/2016			16-01266	3400 N Ocean Dr U1401	Structural	Structural Plans Examiner
8/22/2016			16-01999	5440 N Ocean Dr	Structural	Structural Plans Examiner
8/22/2016			16-02005	2223 Broadway	Structural	Structural Plans Examiner
8/23/2016	2		16-02023	200 W 20th St	Structural	Structural Plans Examiner
8/23/2016			16-01986	1150 Morse Blvd	Structural	Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/23/2016	2	Bldg Dept Counter	16-02018	5810 N Ocean Dr	Structural	Structural Plans Examiner
8/24/2016	8		16-01828	1001 W 3rd St	Structural	Structural Plans Examiner
8/24/2016			16-01952	5050 N Ocean Dr # 1502	Structural	Structural Plans Examiner
8/24/2016			16-01769	5550 N Ocean Dr #150	Structural	Structural Plans Examiner
8/24/2016			16-01756	650 W 36th St	Bldg & Plumbing	Structural Plans Examiner
8/24/2016			16-02001	2650 Lakeshore Dr	Bldg & Plumbing	Structural Plans Examiner

8/24/2016	16-02007	1401 W 26th Ct	A/C	Approve	Structural Plans Examiner
8/24/2016	16-02009	1500 Blue Heron Blvd	Roof	Approve	Structural Plans Examiner
8/24/2016	16-02010	1520 Blue Heron Blvd	Roof	Approve	Structural Plans Examiner
8/24/2016	16-02011	1540 Blue Heron Blvd	Roof	Approve	Structural Plans Examiner
8/24/2016	16-02012	1564 Blue Heron Blvd	Roof	Approve	Structural Plans Examiner
8/24/2016	16-02013	1596 Blue Heron Blvd	Roof	Approve	Structural Plans Examiner
7.75	16-01567	1201 Bitmini Lane	Bldg/Plumb/Elect	Approve	Structural Plans Examiner
8/26/2016	16-02002	1112 Singer Dr	Structural	Approve	Structural Plans Examiner
8/26/2016	16-02059	1583 W 9th St	Structural	Approve	Structural Plans Examiner
8/26/2016	16-02000	1030 Sugar Sands Blvd #372	Bldg/Plumb/Elect	Approve	Structural Plans Examiner
8/26/2016	16-02060	3021 N Ocean Dr	Bldg & Elect	Approve	Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/26/2016	Bldg Dept Counter				Homeowners
6.5	16-01536	5380 N Ocean Dr UJ205	Structural	Approve	Structural Plans Examiner
8/29/2016	16-01026	1540 W 12th Ct	Structural	Approve	Structural Plans Examiner
8/29/2016	16-02006	2655 Lake Dr Unit 1	Plumbing	Fail	Structural Plans Examiner
8/29/2016	16-02015	5380 N Ocean Dr I-8D	Plumbing	Fail	Structural Plans Examiner
8/29/2016	16-02003	5070 N Ocean Dr 7B	Plumbing	Approve	Structural Plans Examiner
8/29/2016	16-01998	5420 N Ocean Dr 804	Plumbing	Fail	Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/29/2016	Bldg Dept Counter				Homeowners

88.25  
Total Hours - Structural Plans Examiner

**Total Hours -**  
**Judson Dulaney 136**

**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

September 2, 2016

Project No: 000127000.00

Danny Jones

Invoice No: 0003858

City of Riviera Beach

600 West Blue Heron Blvd.

Riviera Beach, FL 33404

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services  
**Professional Services from August 1, 2016 to August 30, 2016**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Structural Plans Examiner	168.25	75.00	12,618.75
Electrical Plans Examiner	47.5	75.00	3,562.50
Mechanical Plans Examiner	9.25	75.00	693.75
Plumbing Plans Examiner	9	75.00	675.00
Electrical Inspector	9	65.00	585.00
Mechanical Inspector	12	65.00	780.00
Plumbing Inspector	56.5	65.00	3,672.50
Totals	311.50		

**Total Labor**

**22,587.50**

**Total this Invoice**

**\$22,587.50**

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Jim Sugg****Invoice: August**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Electrical Inspector						
8/17/2016	3	16-01931	1117 N Harbor Dr	Remodel	Fail	Electrical Inspection
8/17/2016		16-01316	3755 Interstate	Fire Sprinkler	NA	Electrical Inspection
8/17/2016		16-01902	5380 N Ocecan Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01943	1140 Singer Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01977	1103 Via Garden	Solar	Fail	Electrical Inspection
8/17/2016		16-01952	5050 N Ocean Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-0195	1080 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016		16-01828	1101 W 3rd Street	Remodel	Approve	Electrical Inspection
8/17/2016		16-01652	1140 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016		16-01769	5550 N Ocean Dr	Remodel	Approve	Electrical Inspection
8/17/2016		16-01631	1201 Bimini Lane	Remodel	Approve	Electrical Inspection
8/17/2016	3	16-00701	600 Blue Herron Blvd	Final Sign Electric	Fail	Electrical Inspection
8/17/2016		16-01806	5380 Ocean Dr	Rough In	Approve	Electrical Inspection
8/17/2016		16-01374	1660 31st Street	Final Electric	Approve	Electrical Inspection
8/17/2016		16-00826	34 Blue Heron Blvd	Final Electric	Approve	Electrical Inspection
8/17/2016		15-02544	1031 Gulfstream Way	Torque / Early Release	Approve	Electrical Inspection
8/17/2016		16-00952	1309 Avenue G	Temp Power Release	Fail	Electrical Inspection
8/17/2016		16-00701	600 Blue Herron Blvd	Final Sign Electric	Approve	Electrical Inspection
8/17/2016		16-00952	1309 Avenue G	Temp Power Release	Approve	Electrical Inspection
8/17/2016	3	16-00953	601 7th Street	Power Release	Approve	Electrical Inspection
8/17/2016		16-01809	5380 Ocean Drive	Rough In	Approve	Electrical Inspection
8/17/2016		16-01725	1373 32nd Street	Rough In	Fail	Electrical Inspection
8/17/2016		16-00643	2320 Avenue S	Rough In	Approve	Electrical Inspection
8/17/2016		16-01708	600 Blue Herron Blvd	Final Electric	Fail	Electrical Inspection
8/17/2016		16-02039	1021 2nd Street W	Final Electric	Approve	Electrical Inspection
8/17/2016		16-01725	1373 32nd Street	Rough In	Approve	Electrical Inspection
8/17/2016		16-01959	1080 Bimini Lane	Rough In	Approve	Electrical Inspection
8/17/2016		16-00445	3755 Interstate	Rough In		Electrical Inspection
9		Total Electrical Inspection				

Electrical Plans Examiner						
8/9/2016	6	16-01876	301 W 29th Street	Kitchen Remodel	NA	Electrical Plan Review
8/9/2016		16-01344	5280 Riviera Beach	Remodel	Fail	Electrical Plan Review
8/9/2016		16-00923	4444 Leo Lane	6 New Townhouses	Approve	Electrical Plan Review
8/10/2016	7	16-00988	1111 Coral Way Island	Remodel	Approve	Electrical Plan Review
8/10/2016		16-01190	5460 N. Ocean Dr	Remodel	Approve	Electrical Plan Review
8/10/2016		16-01930	1133 W 10th Street	Hood System	Approve	Electrical Plan Review
8/10/2016		16-01237	1800 Old Dixie	Solar	Approve	Electrical Plan Review
8/10/2016		16-01913	1641 W 34th Street	Remodel	Fail	Electrical Plan Review
8/10/2016		16-01914	1641 W 34th Street	Remodel	Fail	Electrical Plan Review

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Jim Sugg****Invoice: August**

<b>Date</b>	<b>Number of Hours Worked</b>	<b>City Permit Number</b>	<b>Project Address</b>	<b>Project Description</b>	<b>Pass/Fail Status</b>	<b>Additional Staff Comments</b>
8/10/2016		16-01915	1641 W 34th Street	Remodel	Fail	Electrical Plan Review
8/10/2016		15-03051	1400 Broadway	NA	NA	Electrical Plan Review
8/10/2016		16-01714	4800 W 37th Street	AC Change out	NA	Electrical Plan Review
8/11/2016	7	16-01734	341 W 27th Street	Remodel	Approve	Electrical Plan Review
8/11/2016		16-01884	290 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01885	390 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01886	590 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01887	790 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01888	890 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01890	990 Woodbine Way	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01891	990 Woodbine Way #912	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01892	1390 Woodbine Way #1324	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01893	1490 Woodbine Way #1407	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01894	1490 Woodbine Way #1410	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01895	1490 Woodbine Way #1418	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01896	1790 Woodbine Way #1711	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01911	1252 Sugar Sand Blvd	AC Change out	NA	Electrical Plan Review
8/11/2016		16-01920	1521 Australian Ave	AC Change out	NA	Electrical Plan Review
8/23/2016	8	16-00609	5380 Ocean Drive	Fire Alarm	Approve	Electrical Plan Review
8/23/2016		16-02002	5801 N Military	Vent	Approve	Electrical Plan Review
8/23/2016		16-01915	801 Avenue E	Temp Trailer	Approve	Electrical Plan Review
8/23/2016		16-02015	5380 Ocean Drive	Remodel	Approve	Electrical Plan Review
8/23/2016		16-01586	5380 Ocean Drive	Remodel	Approve	Electrical Plan Review
8/23/2016		15-02006	2655 Lake Drive	Remodel	Approve	Electrical Plan Review
8/23/2016		16-02000	1030 Sugar Sand	Remodel	Approve	Electrical Plan Review
8/23/2016		16-01998	5420 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/23/2016		16-02060	3021 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016	8	16-02053	2800 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016		16-02004	2700 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016		16-01316	3735 Interstate	Fire Sprinkler	NA	Electrical Plan Review
8/24/2016		16-01992	5050 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016		16-01733	3040 Lakeshore	Remodel	Fail	Electrical Plan Review
8/24/2016		16-01994	5200 N Ocean Dr	Remodel	Fail	Electrical Plan Review
8/24/2016		16-02032	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/24/2016		16-02000	1030 Sugar Sand	Remodel	Approve	Electrical Plan Review
8/26/2016	8	16-02041	2640 Lakeshore Dr	Remodel	Fail	Electrical Plan Review
8/26/2016		16-01344	5280 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016		16-02035	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016		16-03738	5070 N Ocean Dr	Remodel	Approve	Electrical Plan Review
8/26/2016		16-01434	1201 Avenue R	Remodel	Approve	Electrical Plan Review
8/26/2016		16-02051	4145 W. Blue Heron	Remodel	Approve	Electrical Plan Review

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Jim Sugg

Invoice: August

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/30/2016	3.5	16-01797	190 E 13th Street	Restaurant Bldg	Approve	Electrical Plan Review
8/30/2016		16-01733	3040 Lakeshore Dr	Remodel	NA	Electrical Plan Review
8/30/2016		16-00609	5380 Ocean Dr	Fire	Approve	Electrical Plan Review
8/30/2016		16-02112	3730 N Ocean Dr	Fire	Fail	Electrical Plan Review
47.5		Total Electrical Plan Review				

Total Hours -  
Jim Sugg 56.5

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Tony Russo

Invoice: August

Date	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Structural Plans Examiner							
8/29/2016	4	Tony Russo	16-02006	2655 Lake St #1	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02320	5070 N Ocean # 7B	Structure	Approve	Structural Plans Examiner
8/29/2016			16-02015	5380 N Ocean # 1-BD	Structure	Approve	Structural Plans Examiner
8/29/2016			16-01998	5420 N Ocean #804	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02048	2600 Avenue H West	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02056	2800 N Ocean Dr A20D	Structure	Fail	Structural Plans Examiner
8/29/2016			16-02053	2801 N Ocean Dr A20C	Structure	Fail	Structural Plans Examiner
8/30/2016	5	Tony Russo	16-02063	2640 Lakeshore Dr #415	Kitchen Remodel		Structural Plans Examiner
8/30/2016			16-02004	2700 N Ocean Dr #1401A	Interior Remodel		Structural Plans Examiner
8/30/2016			16-01934	Cunningham Park	City Park		Structural Plans Examiner
8/30/2016			16-02022	5200 N Ocean Drive	Parking Deck Restoration		Structural Plans Examiner
8/30/2016			16-01115	2600 Broadway	Fence		Structural Plans Examiner
8/30/2016			16-01060	7540 Byron Dr	Sign		Structural Plans Examiner
8/30/2016			16-02109	6500 N Military	Parking Lot		Structural Plans Examiner
8/30/2016			16-02113	1293 Rosegate Blvd	Fence		Structural Plans Examiner
8/30/2016			16-02115	594 W 3rd St	Fence		Structural Plans Examiner
8/30/2016			16-02118	1210 Rosegate Blvd	Fence		Structural Plans Examiner
8/30/2016			16-01872	2666 Park Ave	Change of Occupancy		Structural Plans Examiner
9			Total Structural Plans Examiner				

Total Hours -  
Tony Russo

9

**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Judson Dulany**

**Invoice: August**

Date	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Structural Plans Examiner							
8/3/2016	4	Judson Dulany					Structural Plans Examiner - Meet with Mr. Pete Ringle to go over where he needs for CAP to begin with current City permits and new permit submittals
8/9/2016	8	Judson Dulany	16-01852	2657 Highway	Revision	Approve	Structural Plans Examiner
8/9/2016			16-01863	1573 Silver Beach	Roof	Approve	Structural Plans Examiner
8/9/2016			16-01868	1258 Rosegate Blvd	Driveway	Approve	Structural Plans Examiner
8/9/2016			16-01816	301 W 29	Driveway	Approve	Structural Plans Examiner
8/9/2016			16-01870	3200 N Ocean Dr	Windows	Approve	Structural Plans Examiner
8/9/2016			16-01720	140 Shore Dr	Dock	Approve	Structural Plans Examiner
8/10/2016	4.75	Judson Dulany	16-01190	5460 N Ocean	Remodel	Approve	Structural Plans Examiner
8/11/2016	8	Judson Dulany	16-01913	1641W 34 Street	structural	Approve	Structural Plans Examiner
8/11/2016			16-01139	1330 W 3rd St	structural	Approve	Structural Plans Examiner
8/12/2016	6	Judson Dulany	16-01943	1040 Singer Dr	structural	Approve	Structural Plans Examiner
8/12/2016			16-01975	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/12/2016			16-01543	1141 Coral Way	structural	Approve	Structural Plans Examiner
8/12/2016			16-01949	5510 N Ocean Dr	structural	Fail	Structural Plans Examiner
8/12/2016			16-01954	1073 Via Jarden	structural	Fail	Structural Plans Examiner
8/17/2016	4	Judson Dulany	16-01962	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/17/2016			16-01969	1381 W 9th St	structural	Approve	Structural Plans Examiner
8/19/2016	4	Judson Dulany	16-01965	3800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/19/2016			16-01977	1103 Via Jarden	structural	Approve	Structural Plans Examiner
8/22/2016	8	Judson Dulany	16-01962	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/22/2016			16-01963	5380 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/22/2016			16-01970	4245 Dle Mora St	structural	Approve	Structural Plans Examiner
8/22/2016			16-01969	1581 W 9th St	structural	Approve	Structural Plans Examiner
8/24/2016	2	Judson Dulany	16-01770	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/24/2016			16-01771	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/24/2016			16-01772	550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/25/2016	3.5	Judson Dulany	Multiple Permits	Multiple Addresses	structural	Approve	Structural Plans Examiner
8/26/2016	8	Judson Dulany	16-01756	650 W 36	structural	Approve	Structural Plans Examiner
8/26/2016			16-01769	5550 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/26/2016			16-01828	1101 W 3rd St	structural	Approve	Structural Plans Examiner
8/26/2016			16-01829	1101 W 3rd St	structural	Approve	Structural Plans Examiner
8/26/2016			16-02001	2650 Lakeshore Dr	structural	Approve	Structural Plans Examiner
8/26/2016			16-02007	1401 W 26th St	structural	Approve	Structural Plans Examiner



**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Judson Dulany****Invoice: August**

	Number of Hours Worked	Employee Name	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/26/2016			16-02009	1500 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02010	1520 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02011	1540 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02012	1564 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/26/2016			16-02013	1596 Blue Heron Blvd	structural	Approve	Structural Plans Examiner
8/29/2016	6	Judson Dulany	16-01115	2600 Broadway	structural	Approve	Structural Plans Examiner
8/29/2016			16-02032	5070 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/29/2016			16-02048	2600 Avenue H	structural	Approve	Structural Plans Examiner
8/29/2016			16-01733	3040 Lakeshore Dr	structural	Approve	Structural Plans Examiner
8/29/2016			16-01026	1540 12th Ct	structural	Approve	Structural Plans Examiner
8/30/2016	4.75	Judson Dulany	16-02053	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/30/2016			16-02056	2800 N Ocean Dr	structural	Approve	Structural Plans Examiner
8/30/2016			16-02063	2040 Lakeshore Dr	structural	Approve	Structural Plans Examiner
71		Total Hours Structural Plans Examiner					

Total Hours - Judson

Dulany 71

C.A.P. Government, Inc. - Employee Work Log

Employee Name: James Mather

Invoice: August

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	
Plumbing Inspector							
8/24/2016	7	16-01046	5540 Ocean Dr N 10B	Plumbing Final	Fail	Plumbing Inspector	
		13-01845	1101 Fairview Lane	Plumbing Final	Fail	Plumbing Inspector	
		16-01857	1320 Avenue H	Undergroung Plumbing	Pass	Plumbing Inspector	
		16-02046	1140 Bimini Lane	Undergroung Plumbing	Pass	Plumbing Inspector	
		16-00863	1117 Harbor Drive North	Rough-in Top Out	Fail	Plumbing Inspector	
		16-01906	5380 Ocean Dr North I-18B	Rough-In Plumbing	Pass	Plumbing Inspector	
		15-02815	1030 Pine Point Rd	Main Drain	Fail	Plumbing Inspector	
		13-01845	1101 Fairview Lane	Plumbing Final	Pass	Called back out to address	
8/25/2016	8	16-02105	1141 Coral Way	Rough-In Plumbing	Fail	Plumbing Inspector	
		16-01300	2061 Dr Martin Luther King Blvd -100	Outside Sanitary	Fail	Plumbing Inspector	
		16-01435	3755 Interstate Park Rd W	Rough-In Plumbing	Fail	Plumbing Inspector	
		16-01435	3755 Interstate Park Rd W	Tie-In Sewer	Fail	Plumbing Inspector	
8/26/2016	8	16-01300	2061 Dr Martin Luther King Blvd -100	Outside Sanitary	Pass	Plumbing Inspector	
		16-01435	3755 Interstate Park Rd W	Tie-In Sewer	Pass	Plumbing Inspector	
		16-01435	3755 Interstate Park Rd W	Rough-In Plumbing	Pass	Plumbing Inspector	
		16-00397	1310 25th St West	Final Plumbing	Pass	Plumbing Inspector	
		16-02105	1141 Coral Way	Rough-In Plumbing	Pass	Plumbing Inspector	
		15-02604	5250 Ocean Dr North -14N	Rough-In Plumbing	Pass	Plumbing Inspector	
8/29/2016	8	16-00863	1117 Harbor Drive North	Top Out	Pass	Plumbing Inspector	
		15-02815	1030 Pine Point Rd	Undergroung Plumbing	Pass	Plumbing Inspector	
		16-02123	7241 Haverhill Business Park 105/108	Undergroung Plumbing	Pass	Plumbing Inspector	
		16-02122	7242 Haverhill Business Park 109/110	Undergroung Plumbing	Pass	Plumbing Inspector	
		16-00671	3155 Avenue H East	Plumbing Final	Fail	Plumbing Inspector	
		16-02127	5200 Ocean Dr North 1702	Rough-in Top Out	Fail	Plumbing Inspector	
		16-02140	2061 Dr Martin Luther King Blvd -100	Rough-In Plumbing	Pass	Plumbing Inspector	
		16-01300	2061 Dr Martin Luther King Blvd -100	Sanitary Rough Outside	Pass	Plumbing Inspector	
8/30/2016	8	16-02179	2721 RJ Hendley Ave	Gas Pressure Test	Pass	Plumbing Inspector	
		16-02127	5200 Ocean Dr North 1702	Top Out	Pass	Plumbing Inspector	
		15-01895	1091 Bimini Lane	Final Pool Plumbing	Pass	Plumbing Inspector	
		16-00665	3137 Avenue F	Rough Plumbing	Pass	Plumbing Inspector	
		16-00397	1310 25th St West	Water Heater Final	Pass	Plumbing Inspector	
		39					

Total Hours -  
Judson Dulany 39

**C.A.P. Government, Inc. - Employee Work Log**
**Employee Name: Warren Deloach**
**Invoice: August**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	Misc
Mechanical Inspector							
8/16/2016	2	15-02592	909 Avenue U-Lift STA Master	Mech Rough	Fail	Mechanical Inspector	
8/16/2016		16-01803	724 2nd St West	A/C Final	Approve	Mechanical Inspector	
8/16/2016		16-01862	5200 Ocean Dr North	Mech Final	Approve	Mechanical Inspector	
8/16/2016		16-01130	3155 Avenue H East	A/C Final	Approve	Mechanical Inspector	
8/17/2016	0.5	16-00596	1080 Bimini Lane	2nd Rough Gas	Approve	Mechanical Inspector	
8/17/2016		16-01477	3098 Laurel Ridge Circle	A/C Final	Approve	Mechanical Inspector	
8/17/2016		16-01230	757 4th St West	Mechanical Final	Approve	Mechanical Inspector	
8/22/2016	3	16-01761	1141 Singer Dr	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-01762	3959 N Ocean Dr	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-01858	1205 Coral Way	Mechanical	Approve	Mechanical Inspector	
8/22/2016		16-00540	1115 Center Stone Lane	Mechanical	Fail	Mechanical Inspector	
8/22/2016		16-01819	1221 Cleve H Dixon Ave	A/C Final	Approve	Mechanical Inspector	
8/22/2016		16-01521	4021 Dorado Dr	A/C Final	Approve	Mechanical Inspector	
8/22/2016		16-01815	4200 Ocean Dr North I-603	A/C Final	Approve	Mechanical Inspector	
8/22/2016		15-02308	541 Silver Beach Rd 4A	Rough mech	Approve	Mechanical Inspector	
8/22/2016		16-01935	1373 32nd St West	Rough mech	Approve	Mechanical Inspector	
8/23/2016	3	16-01761	1141 Singer Dr	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-01762	3959 Ocean Dr North	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-01858	125 Coral Way	A/C Final	Approve	Mechanical Inspector	
8/23/2016		16-00540	1115 Center Stone Lane	A/C Final	Fail	Mechanical Inspector	
8/23/2016		13-01847	1101 Fairview Lane	A/C Final	Approve	Mechanical Inspector	
8/26/2016	1	16-01920	1521 Australian Ave	A/C Final	Approve	Mechanical Inspector	
8/26/2016		16-01008	1020 6th St West	Rough Mech	Approve	Mechanical Inspector	
8/29/2016	2	16-00397	1310 25th St West	Mechanical Final	Approve	Mechanical Inspector	
8/29/2016		16-01089	4200 Ocean Dr North Bldg I-701	A/C Final Linears	Approve	Mechanical Inspector	
8/29/2016		16-01825	3137 Avenue F	Rough -In	Approve	Mechanical Inspector	
8/29/2016		15-02557	5250 Ocaen Dr North 14N	Rought-In	Approve	Mechanical Inspector	
8/30/2016	0.5	16-01930	2721 RJ Hendley Ave	Rough-In	Approve	Mechanical Inspector	
	12	Total hours - Mechanical Inspector					

Mechanical Plans Examiner							
8/15/2016	2		1111 Coral Way	Mechanical	Approve	Mechanical Plans Examiner	
8/15/2016		16-01911	1252 Sugar Sands Blvd	Mechanical	Approve	Mechanical Plans Examiner	
8/15/2016			5480 N Ocean Dr A-9D	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016	7.25	16-02050	1230 Fairview Lane	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-02030	5460 N Ocean Dr 140	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-02031	5461 N Ocean Dr 14-D	Mechanical	Approve	Mechanical Plans Examiner	
8/30/2016		16-01942	5280 N Ocean Dr PH-D	Mechanical	Approve	Mechanical Plans Examiner	
	9.25	Total hours Mechanical Plans Inspector					

Plumbing Inspector							
8/15/2016	4	16-00597	1080 Bimini Lane	Rough-In Top Out	Approve	Plumbing Inspector	
8/15/2016		16-01090	1050 Fairview Lane	Rough-In Ground Rough	Approve	Plumbing Inspector	
8/15/2016		16-01090	1050 Fairview Lane	Rough-In Water Main	Approve	Plumbing Inspector	
8/15/2016		16-01090	1050 Fairview Lane	Tie-In Sewer	Approve	Plumbing Inspector	
8/16/2016	2	16-01997	5380 Ocean Dr North #II-3I	Underground	Approve	Plumbing Inspector	
8/16/2016		16-01453	1080 Bimini Lane	Perimeter Piping	Approve	Plumbing Inspector	
8/16/2016		16-00863	1117 Harbor Dr North	Rough-In	Fail	Plumbing Inspector	
8/16/2016		16-01984	237 25th St West	Rought Plumbing	Approve	Plumbing Inspector	
8/17/2016	3.5	16-01972	7201 49th Terrace North	Well Final	Approve	Plumbing Inspector	
8/17/2016		16-01997	5380 Ocean Drive North II-3I	Rough Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01395	1660 31st St West	Final Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01209	4100 Ocean Dr North WT-502	Final Plumbing	Approve	Plumbing Inspector	
8/17/2016		16-01988	301 13th St West	Rough-In	Approve	Plumbing Inspector	
8/17/2016		16-00784	7201 49th Terrace North	Final Plumbing	Approve	Plumbing Inspector	

8/18/2016	4	16-00544	1080 Bimini Lane	Rough-In	Approve	Plumbing Inspector
8/18/2016		16-01851	1170 Cabana Rd	Top Out	Approve	Plumbing Inspector
8/18/2016		16-00319	3730 Ocean Dr North	Rough-In	Approve	Plumbing Inspector
8/18/2016		16-01921	1800-1830 Dr MLK Blvd	Water main	NA-Utility Insp	Plumbing Inspector
8/18/2016		16-01230	757 4th St West	Plumbing Final	Approve	Plumbing Inspector
8/18/2016		16-01923	5420 Ocaen Dr North #404	Rough-In	Approve	Plumbing Inspector
8/18/2016		16-01577	1041 Silver Beach Rd	Final Plumbing	Approve	Plumbing Inspector
8/19/2016	4	16-01987	313 13th St West	Rough Plumbing	Fail	Plumbing Inspector
8/19/2016		16-00962	5070 Ocaen Dr North - 7C	Final Plumbing	Approve	Plumbing Inspector
8/19/2016		16-01997	5380 Ocean Dr North #II-3I	Rough-In	Approve	Plumbing Inspector
8/19/2016		16-00620	1236 Beach Rd	Final Plumbing	Approve	Plumbing Inspector
	<u>17.5</u>	Total Hours - Plumbing Inspector				

Plumbing Plans Examiner						
8/5/2016	8	16-01344	5280 N Ocean Dr PHD	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01868	1258 Rosegate Bkvd	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01863	1573 Silver Beach	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01762	3959 N Ocean Dr	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01865	2700 N Ocean Dr	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01865	5200 N Ocean Dr	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01876	301 W 29th St	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01870	5200 N Ocean Dr #305	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01869	5380 N Ocean Dr #1131	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01852	2657 Old Dixie Hwy	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01720	140 Shore	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01719	140 Shore	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01190	5469 N Ocean Dr #14A	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01930	271 RJ Hendley Ave	Plumbing		Plumbing Plans Examiner
8/5/2016		16-01714	480 37th	Plumbing		Plumbing Plans Examiner
8/5/2016		16-00923	4444 Leo Lane	Plumbing		Plumbing Plans Examiner
8/15/2016	1		2800 N Ocean Dr 10-CB	Bldg & Plumbing	Approve	Plumbing Plans Examiner
	<u>9</u>	Total Hours - Plumbing Plans Examiner				

Structural Plans Examiner						
8/8/2016	4	16-01884	Woodbine	12 Permits		Structural Plans Examiner
8/8/2016		16-01900	142 Port Del South	Structural		Structural Plans Examiner
8/8/2016		16-01907	571 W 20th St	Structural		Structural Plans Examiner
8/8/2016		16-01889	236 Avenue Z	Structural		Structural Plans Examiner
8/8/2016		16-01882	2144 Oakmont Dr	Structural		Structural Plans Examiner
						Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/8/2016	4	Bldg Dept Counter				Homeowners
8/9/2016	4	16-01920	1521 Australian Ave	Structural		Structural Plans Examiner
8/9/2016		16-01811	945 W 15th St	Structural		Structural Plans Examiner
8/9/2016		16-01237	1800 Old Dixie Hwy	Structural		Structural Plans Examiner
8/9/2016		16-01848	3002 Broadway	Structural		Structural Plans Examiner
8/9/2016		16-01929	1400 Broadway	Structural		Structural Plans Examiner
8/9/2016		16-01924	951 W 13th St #3	Structural		Structural Plans Examiner
8/9/2016		15-02895	1260 Plaza Circle	Structural		Structural Plans Examiner
8/9/2016		16-01139	1330 W 3rd St	Structural		Structural Plans Examiner
8/9/2016		16-01928	3040 Lakeshore Dr #502	Structural		Structural Plans Examiner
8/9/2016		16-01922	2948 Avenue H West	Structural		Structural Plans Examiner
						Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/9/2016	4	Bldg Dept Counter				Homeowners
8/10/2016	4	16-01190	5460 N Ocean Dr #14A	Structural		Structural Plans Examiner
8/10/2016		16-00923	4444 Leo Lane	Structural		Structural Plans Examiner
8/10/2016		15-00351	7201 49th Terrace N	Structural		Structural Plans Examiner

8/10/2016	4	Bldg Dept Counter				Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/11/2016	4	16-01942	2650 Lakeshore Dr #2203	Structural		Structural Plans Examiner
8/11/2016		16-01931	1117 N Harbor Dr	Structural		Structural Plans Examiner
8/11/2016		16-01935	1373 W 32nd St	Structural		Structural Plans Examiner
8/11/2016		16-01919	5420 N Ocean Dr	Structural		Structural Plans Examiner
8/11/2016		16-01950	3000 N Ocean Dr	Structural		Structural Plans Examiner
						Structural Plans Examiner -Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/11/2016	4	Bldg Dept Counter				Structural Plans Examiner
8/12/2016	4	16-01948	5280 N Ocean Dr PHD	Structural		Structural Plans Examiner
8/12/2016		16-01943	1040 Singer Dr	Structural		Structural Plans Examiner
8/12/2016		16-01949	5510 N Ocean Dr	Structural		Structural Plans Examiner
8/12/2016		16-01316	3755 Insterstate Park	Structural		Structural Plans Examiner
						Structural Plans Examiner -Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/12/2016	4	Bldg Dept Counter				Structural Plans Examiner
8/15/2016	1	16-01734	341 W 27th St	Bldg, Plumbing & Mechanical	Fail	Bldg/Plumb/Mech Plans Examiner
8/15/2016		16-01943	1040 Singer Dr	Bldg & Plumbing	Approve	Structural Plans Examiner - Bldg/Plumb Plans Examiner
8/15/2016			2455 Port West Blvd	Bldg, Plumbing & Mechanical	Approve	Structural Plans Examiner - Bldg/Plumb/Mech Plans Examiner
8/16/2016	4	16-01952	5050 N Ocean Dr # 1502	Structural		Structural Plans Examiner
8/16/2016		16-01954	1073 Via Jarden	Structural		Structural Plans Examiner
8/16/2016		16-01965	3800 N. Ocean Dr #2013	Structural		Structural Plans Examiner
8/16/2016		16-01977	1103 Via Jarden	Structural		Structural Plans Examiner
8/16/2016		16-01652	1140 Bimini Lane	Structural		Structural Plans Examiner
8/16/2016		16-01989	3601 Avenue T	Structural		Structural Plans Examiner
8/17/2016	4	16-01962	5380 N Ocean Dr	Structural		Structural Plans Examiner
8/17/2016		16-01963	5380 N Ocean Dr	Structural		Structural Plans Examiner
8/17/2016		16-01543	1141 Coral Way	Structural		Structural Plans Examiner
8/17/2016		16-01922	2948 Avenue H West	Structural		Structural Plans Examiner
8/18/2016	4	16-01949	5540 N Ocean Dr	Structural		Structural Plans Examiner
8/18/2016		16-01954	1073 Via Jarden	Structural		Structural Plans Examiner
8/18/2016		16-01965	3800 N Ocean Dr #2013	Structural		Structural Plans Examiner
8/18/2016		16-01980	1649 W 28th St	Structural		Structural Plans Examiner
8/18/2016		16-01989	3601 Avenue T	Structural		Structural Plans Examiner
8/19/2016	4	16-01970	4245 Delmora Ct	Structural		Structural Plans Examiner
8/19/2016		16-01969	1581 W 9th St	Structural		Structural Plans Examiner
8/19/2016		16-01962	5380 N Ocean Dr #10H	Structural		Structural Plans Examiner
8/22/2016	5	16-00989	4000 N Ocean Dr U1202	Bldg & Plumbing	Approve	Structural Plans Examiner
8/22/2016		16-02023	200 W 20th St	Structural	Approve	Structural Plans Examiner
8/22/2016		16-01986	1150 Morse Blvd	Structural	Approve	Structural Plans Examiner
8/22/2016		16-01650	1140 Bimini Lane	Structural	Approve	Structural Plans Examiner
8/22/2016		16-01266	3400 N Ocean Dr U1401	Structural	Approve	Structural Plans Examiner
8/22/2016		16-01999	5440 N Ocean Dr	Structural	Approve	Structural Plans Examiner
8/22/2016		16-02005	2223 Broadway	Structural	Approve	Structural Plans Examiner
8/23/2016	2	16-02023	200 W 20th St	Structural		Structural Plans Examiner
8/23/2016		16-01986	1150 Morse Blvd	Structural		Structural Plans Examiner
						Structural Plans Examiner - Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
8/23/2016	2	Bldg Dept Counter				Structural Plans Examiner
8/24/2016	8	16-02018	5810 N Ocean Dr	Structural	Approve	Structural Plans Examiner
8/24/2016		16-01828	1001 W 3rd St	Structural	Approve	Structural Plans Examiner
8/24/2016		16-01952	5050 N Ocean Dr # 1502	Structural	Approve	Structural Plans Examiner
8/24/2016		16-01769	5550 N Ocean DR #150	Structural	Approve	Structural Plans Examiner
8/24/2016		16-01756	650 W 36th St	Bldg & Plumbing	Approve	Structural Plans Examiner
8/24/2016		16-02001	2650 Lakeshore Dr	Bldg & Plumbing	Approve	Structural Plans Examiner



**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

October 10, 2016

Project No: 000127000.00

Mr. Danny Jones

Invoice No: 0003922

City of Riviera Beach

600 West Blue Heron Blvd.

Riviera Beach, FL 33404

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from September 1, 2016 to September 30, 2016**

**Professional Personnel**

	Hours	Rate	Amount	
Structural Plans Examiner	294.00	75.00	22,050.00	
Electrical Plans Examiner	91.00	75.00	6,825.00	
Mechanical Plans Examiner	42.00	75.00	3,150.00	
Plumbing Plans Examiner	17.50	75.00	1,312.50	
Fire Plans Examiner	4.75	75.00	356.25	
Structural Inspector	13.00	65.00	845.00	
Electrical Inspector	19.00	65.00	1,235.00	
Mechanical Inspector	24.75	65.00	1,608.75	
Plumbing Inspector	89.75	65.00	5,833.75	
Totals	595.75		43,216.25	
<b>Total Labor</b>				<b>43,216.25</b>
<b>Additional Fees</b>				
Building Official Services (Sept. 12-16)			1,600.00	
Building Official Services (Sept. 19-23)			1,600.00	
<b>Total Additional Fees</b>			<b>3,200.00</b>	<b>3,200.00</b>
<b>Total this Invoice</b>				<b>\$46,416.25</b>



**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Judson Dulany****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Structural Inspector						
9/13/2016	2	16-03555	305 Steele Circle	Structural		Structural Inspector
9/20/2016	3			Structural		Structural Inspector
9/23/2016	8	16-01775	1236 25th Street	Fence	Approve	Structural Inspector
9/23/2016		16-02203	1645 15th Street West	Roof	Approve	Structural Inspector
9/23/2016		16-02299	1571 11th Street West	Roof	Partial	Structural Inspector
9/23/2016		16-00923	4444 Leo Lane	Beam/Column	Partial	Structural Inspector
9/23/2016		16-01042	1200 AC Evans	Structural	Fail	Structural Inspector
9/23/2016		16-01165	1201 AC Evans	Fence	Fail	Structural Inspector
9/23/2016		16-01368	1202 AC Evans	Soffit/Final	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	Sheath	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	In Progress	Fail	Structural Inspector
9/23/2016		16-01619	5196 N Ocean Drive	Tin Tag Metal	Fail	Structural Inspector
	13	Total Hours - Structural Inspector				

Structural Plans Examiner						
8/31/2016	8	16-00456	951 13th Street	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01924	951 13th Street	Structural	Approve	Structural Plans Examiner
8/31/2016		702753	1020 Via Jarden	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01767	2536 Canterbuty Drive	Structural	Approve	Structural Plans Examiner
8/31/2016		16-00407	992 15th Street West	Structural	Approve	Structural Plans Examiner
8/31/2016		16-01927	5173 Elpine Way	Structural	Approve	Structural Plans Examiner
9/1/2016	8	16-02053	2800 N Ocean Drive	Structural		Structural Plans Examiner
9/1/2016		16-02056	2800 N Ocean Drive	Structural		Structural Plans Examiner
9/1/2016		16-02063	2040 Lakeshore Dr	Structural		Structural Plans Examiner
9/6/2016	8	16-01434	1201 Avenue R	Structural		Structural Plans Examiner
9/6/2016		16-02025	4145 W Blue Heron	Structural		Structural Plans Examiner
9/6/2016		16-02202	3800 N Ocean Drive	Structural		Structural Plans Examiner
9/6/2016		16-02203	1645 W 15th Street	Structural		Structural Plans Examiner
9/6/2016		16-02066	5080 N Ocean Drive	Structural		Structural Plans Examiner
9/6/2016		16-02068	1021 W 10th Street	Structural		Structural Plans Examiner
9/15/2016	4			Structural		Structural Plans Examiner
9/19/2016	8			Structural		Structural Plans Examiner
9/20/2016	5			Structural		Structural Plans Examiner
9/21/2016	4			Structural		Structural Plans Examiner
9/22/2016	4			Structural		Structural Plans Examiner
9/26/2016	6					Structural Plans Examiner
9/28/2016	2					Structural Plans Examiner
	57	Total Hours - Structural Plans Examiner				

Total Hours -  
Judson Dulany 70



**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Warren Deloach****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Mechanical Inspector						
8/31/2016	0.75	16-01767	2536 Canterbury Drive	Mechanical		Mechanical Inspector
9/13/2016	1	16-01514		Mechanical		Mechanical Inspector
9/16/2016	1	16-02145		Mechanical		Mechanical Inspector
9/12/2016	2	16-01415		Mechanical		Mechanical Inspector
9/27/2016	2	16-01073		Mechanical		Mechanical Inspector
9/29/2016	2	16-02219		Mechanical		Mechanical Inspector
9/28/2016	3	16-00281		Mechanical		Mechanical Inspector
9/14/2016	4	16-01565		Mechanical		Mechanical Inspector
9/12/2016		16-02003	5070 N Ocean Drive	Mechanical		Mechanical Inspector
9/12/2016		16-01622		Mechanical		Mechanical Inspector
9/14/2016		16-01714	480 37th Street	Mechanical		Mechanical Inspector
9/14/2016		16-02140	2061 MLK Blvd	Mechanical		Mechanical Inspector
9/14/2016		16-01911	1252 Sugar Sands Blvd	Mechanical		Mechanical Inspector
9/14/2016		16-01616		Mechanical		Mechanical Inspector
9/14/2016		16-00398		Mechanical	Cancelled	Mechanical Inspector
9/28/2016		11-01957		Mechanical		Mechanical Inspector
9/28/2016		16-00418		Mechanical		Mechanical Inspector
9/29/2016		16-02030	5460 N Ocean Drive	Mechanical		Mechanical Inspector
9/29/2016		16-00418		Mechanical		Mechanical Inspector
9/29/2016		16-02098		Mechanical		Mechanical Inspector
	15.75	Total Hours - Mechanical Inspector				

Mechanical Inspector						
9/28/2016	1	16-02382		Plumbing		Plumbing Inspector
9/27/2016	2	16-01202		Plumbing		Plumbing Inspector
9/29/2016	2	16-00319	3730 Ocean Drive N	Plumbing		Plumbing Inspector
9/27/2016		16-02385	1064 W 26th Court	Plumbing		Plumbing Inspector
9/27/2016		16-00852		Plumbing		Plumbing Inspector
9/27/2016		16-01679		Plumbing		Plumbing Inspector
9/27/2016		16-00665	3137 Avenue F	Plumbing		Plumbing Inspector
9/28/2016		16-03057		Plumbing		Plumbing Inspector
9/28/2016		16-00319	3730 Ocean Drive N	Plumbing		Plumbing Inspector
9/28/2016		16-02393		Plumbing		Plumbing Inspector
9/28/2016		16-00321		Plumbing		Plumbing Inspector
9/29/2016		16-01202		Plumbing		Plumbing Inspector
9/29/2016		16-00455		Plumbing		Plumbing Inspector
	5	Total Hours - Plumbing Inspector				

Structural Plans Examiner						
8/31/2016	7	16-02049		Structural		Structural Plans Examiner
8/31/2016		16-02117		Structural		Structural Plans Examiner

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Warren Deloach****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
8/31/2016		16-02004	2700 N Ocean Drive	Structural		Structural Plans Examiner
8/31/2016		16-01797	190 E 13th Street	Structural		Structural Plans Examiner
8/31/2016		16-02192		Structural		Structural Plans Examiner
9/14/2016	2.5		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/27/2016	4		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/28/2016	4		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/29/2016	4		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/12/2016	6		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/1/2016	7		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/13/2016	7		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/16/2016	7		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/2/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/6/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/7/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/8/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/9/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Warren Deloach

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/15/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/19/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/20/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/21/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/22/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/23/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/26/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
9/30/2016	8		Bldg Dept Counter			Helping at the Bldg Department Counter answering questions from Contractors and Homeowners
	152.5		Total Hours - Structural Plans Examiner			
Total Hours - Warren Deloach	173.25					

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Armen Guendjoian****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Plumbing Inspector						
9/15/2016	2.5	16-01055		Plumbing		Plumbing Inspector
9/16/2016	3.5	16-01127		Plumbing		Plumbing Inspector
		15-02316		Plumbing		Plumbing Inspector
		16-01877		Plumbing		Plumbing Inspector
9/21/2016	4.5	16-02038		Plumbing		Plumbing Inspector
		16-01684		Plumbing		Plumbing Inspector
		13-02271		Plumbing		Plumbing Inspector
		16-01918		Plumbing		Plumbing Inspector
9/22/2016	3.5	16-02122	7242 Haverhill Business Park	Plumbing		Plumbing Inspector
		16-02069		Plumbing		Plumbing Inspector
		16-01746		Plumbing		Plumbing Inspector
		16-02038		Plumbing		Plumbing Inspector
9/23/2016	6	16-01405		Plumbing		Plumbing Inspector
		16-02017		Plumbing		Plumbing Inspector
		16-01771	550 N Ocean Dr	Plumbing		Plumbing Inspector
		16-02121		Plumbing		Plumbing Inspector
9/29/2016	6.5	16-00319	3730 Ocean Dr N	Plumbing		Plumbing Inspector
		16-01202		Plumbing		Plumbing Inspector
		16-00455		Plumbing		Plumbing Inspector
		16-02098		Plumbing		Plumbing Inspector
9/30/2016	5.5	16-00321		Plumbing		Plumbing Inspector
		16-01079		Plumbing		Plumbing Inspector
		16-01090	1050 Fairview Lane	Plumbing		Plumbing Inspector
		16-01091		Plumbing		Plumbing Inspector
		16-01964		Plumbing		Plumbing Inspector
		16-01864		Plumbing		Plumbing Inspector
		16-01591		Plumbing		Plumbing Inspector
		15-03006		Plumbing		Plumbing Inspector
	32	Total Hours - Plumbing Inspector				

Total Hours -

Armen

Guendjoian 32

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Joe Kajak

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Plumbing Inspector						
9/14/2016	4	16-01877	1170 Cabana Rd	Plumbing		Plumbing Inspector
		16-01851		Plumbing		Plumbing Inspector
		16-01705		Rough & Shower Pans		Plumbing Inspector
		16-01705		Underground		Plumbing Inspector
	4	Total Hours - Plumbing Inspector				
9/21/2016	3	16-01207		Mechanical		Mechanical Inspector
		16-01901		Mechanical		Mechanical Inspector
		16-02286		Mechanical		Mechanical Inspector
9/23/2016	4	16-02031	5461 N Ocean Dr	Mechanical		Mechanical Inspector
		16-02120	5460 N Ocean Dr	Mechanical		Mechanical Inspector
		16-02126	321 W 16th Way	Mechanical		Mechanical Inspector
		16-01901		Riser Insulation		Mechanical Inspector
		16-01901		Fire Damper		Mechanical Inspector
		16-01801		Mechanical		Mechanical Inspector
		16-02183		Mechanical		Mechanical Inspector
		16-01089	4200 Ocean Drive North	Mechanical		Mechanical Inspector
9/30/2016	2	16-01470		Mechanical		Mechanical Inspector
		Total Hours - Mechanical Inspector				
Total Hours - Joe Kajak						
	13					

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Rick Lee

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Fire Plans Examiner						
9/26/2016	2	16-02455		Fire	Fail	Fire Plans Examiner
9/30/2016	2.75	16-02455		Fire		Fire Plans Examiner
	4.75	Total Hours - Fire Plans Examiner				

Total Hours -

Rick Lee      4.75

**C.A.P. Government, Inc. - Employee Work Log**
**Employee Name: James Mather**
**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Plumbing Inspector						
8/31/2016	8	16-01666	2800 Ocean Dr North B-8C	Final Plumbing	Approve	Plumbing Inspector
8/31/2016		16-01612	5080 Ocean Dr North PHC	Rough-In	Approve	Plumbing Inspector
8/31/2016		16-02180	1373 32nd St West	Final Plumbing	Fail	Plumbing Inspector
8/31/2016		16-02140	2061 Dr MLK Blvd 100	Rough-In Partial	Approve	Plumbing Inspector
8/31/2016		16-01300	2061 Dr MLK Blvd 100	Putside Rough Sanitary	Approve	Plumbing Inspector
9/1/2016	8	16-00671	3155 Avenue H	Plumbing		Plumbing Inspector
9/1/2016		16-02175		Plumbing		Plumbing Inspector
9/1/2016		16-01968		Plumbing		Plumbing Inspector
9/1/2016		16-01391		Plumbing		Plumbing Inspector
9/1/2016		16-01580		Plumbing		Plumbing Inspector
9/1/2016		15-01895	1091 Bimini Lane	Plumbing		Plumbing Inspector
9/2/2016	7	16-01832		Plumbing		Plumbing Inspector
9/2/2016		16-02190		Plumbing		Plumbing Inspector
9/2/2016		16-02143		Plumbing		Plumbing Inspector
9/7/2016	4	16-01944		Plumbing		Plumbing Inspector
9/7/2016		16-01832		Plumbing		Plumbing Inspector
9/7/2016		16-01391		Plumbing		Plumbing Inspector
9/7/2016		16-01436		Plumbing		Plumbing Inspector
9/7/2016		16-01437		Plumbing		Plumbing Inspector
9/7/2016		16-01832		Plumbing		Plumbing Inspector
9/8/2016	4	16-01857	1320 Avenue H	Plumbing		Plumbing Inspector
9/8/2016		16-01816	301 W 29th Street	Plumbing		Plumbing Inspector
9/8/2016		16-02226		Plumbing		Plumbing Inspector
9/8/2016		16-00321		Plumbing		Plumbing Inspector
9/8/2016		16-00319	3730 N Ocean Drive	Plumbing		Plumbing Inspector
9/8/2016		16-02135		Plumbing		Plumbing Inspector
9/8/2016		16-02136		Plumbing		Plumbing Inspector
9/12/2016	6.75	16-01535		Plumbing		Plumbing Inspector
9/12/2016		16-00319	3730 N Ocean Drive	Plumbing		Plumbing Inspector
9/12/2016		16-01857	1320 Avenue H	Plumbing		Plumbing Inspector
9/13/2016	2.5	16-01300	2061 MLK Blvd	Plumbing		Plumbing Inspector
9/13/2016		16-02140	2061 MLK Blvd	Plumbing		Plumbing Inspector
9/13/2016		16-00358		Plumbing		Plumbing Inspector
9/13/2016		16-01535		Plumbing		Plumbing Inspector
9/19/2016	4.5	16-02017		Plumbing		Plumbing Inspector
9/19/2016		16-02123	7241 Haverhill Business Park	Plumbing		Plumbing Inspector
9/19/2016		16-02038		Plumbing		Plumbing Inspector
9/19/2016		16-01684		Plumbing		Plumbing Inspector
9/20/2016	4	16-01771	550 N Ocean Dr	Plumbing		Plumbing Inspector
9/20/2016		16-01561		Plumbing		Plumbing Inspector
9/20/2016		16-00607		Plumbing		Plumbing Inspector
8/31/2016		16-02180	1373 32nd St West	Final Plumbing	Approve	Plumbing Inspector - Called back out, Ov

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: James Mather****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
	48.75	Total Hours - Plumbing Inspector				

Plumbing Plans Examiner						
9/6/2016	2	16-01791	3701 Broadway	Plumbing		Plumbing Plans Examiner
9/6/2016		16-02076	9314 Forrest Hill	Plumbing		Plumbing Plans Examiner
9/9/2016	8	16-02017		Plumbing		Plumbing Plans Examiner
9/9/2016		16-01980	1649 W 28th Street	Plumbing		Plumbing Plans Examiner
9/9/2016		16-02098		Plumbing		Plumbing Plans Examiner
9/12/2016	0.5			Plumbing		Plumbing Plans Examiner
9/13/2016	4.5			Plumbing		Plumbing Plans Examiner
9/19/2016	2.5	16-02304		Plumbing		Plumbing Plans Examiner
9/19/2016		16-02306	5460 N Ocean Drive	Plumbing		Plumbing Plans Examiner
	17.5	Total Hours - Plumbing Plans Examiner				

Total Hours -  
James Mather 66.25



**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Marth McNicholas****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Mechanical Plans Examiner						
9/21/2016	4	16-02256	1214 S Harbor Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02324	116 Timber Rune	Mechanical	Fail	Mechanical Plans Examiner
		16-02309	1100 Surf Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02313	1100 Surf Road	Mechanical	Fail	Mechanical Plans Examiner
9/22/2016	10	16-02185	1140 S Harbor Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02325	2544 Inisbrook Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02330	350 W 19th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02240	5400 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02257	765 W 5th Street	Mechanical	Approve	Mechanical Plans Examiner
		16-01517	Dryer Rd - Lot 2	Mechanical	Fail	Mechanical Plans Examiner
		16-02198	2700 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02294	8128 Big Pine Way	Mechanical	Fail	Mechanical Plans Examiner
9/23/2016	10	16-01930	2721 RJ Hendley Blvd	Mechanical	Fail	Mechanical Plans Examiner
		16-02078	3900 Fiscal Court	Mechanical	Fail	Mechanical Plans Examiner
		16-02289	5080 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02267	5060 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02016	2549 Canterbury Dr S	Mechanical	Fail	Mechanical Plans Examiner
		16-02284	5380 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02385	1064 W 26th Court	Mechanical	Fail	Mechanical Plans Examiner
		16-02322	1436 W 37th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02239	5400 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01913	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-01914	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-01915	1641 W 34th Street	Mechanical	Fail	Mechanical Plans Examiner
9/26/2016	8	16-0409	1191 Emerald Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01179	1252 Cabana Road	Mechanical	Fail	Mechanical Plans Examiner
		16-02291	106 E Blue Heron Blvd	Mechanical	Fail	Mechanical Plans Examiner
		16-02355	184 W 24th Street	Mechanical	Approve	Mechanical Plans Examiner
		16-02354	4200 N Ocean Dr	Mechanical	Fail	Mechanical Plans Examiner
		16-02318	1101 W 3rd Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02317	1009 W 9th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-02370	3000 N Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-02384	380 W 35th Street	Mechanical	Approve	Mechanical Plans Examiner
		16-02391	1544 24th Street	Mechanical	Fail	Mechanical Plans Examiner
		16-01667	5150 Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
		16-01664	5150 Ocean Drive	Mechanical	Fail	Mechanical Plans Examiner
9/30/2016	2	16-02412	1210 Morse Blvd	Mechanical	Fail	Mechanical Plans Examiner
		16-02413	2174 Oakmont Drive	Mechanical	Fail	Mechanical Plans Examiner
	42	Total Hours - Mechanical Plans Examiner				

Total Hours -

Martha

McNicholas

42

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Deborah Nutter

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Electrical Inspector						
9/2/2016	4	16-01439		Electrical		Electrical Inspector
		16-01438		Electrical		Electrical Inspector
		16-01778		Electrical		Electrical Inspector
		16-00475		Electrical		Electrical Inspector
		16-00953	601 7th Street	Electrical		Electrical Inspector
		16-01718		Electrical		Electrical Inspector
		16-01233		Electrical		Electrical Inspector
		15-02384	380 W 35th Street	Electrical		Electrical Inspector
9/6/2016	1.5	16-01979		Electrical		Electrical Inspector
		16-02181		Electrical		Electrical Inspector
9/23/2016	2	16-02072	1229 Yacht Harbor	Power Release		Electrical Inspector
	7.5	Total Hours - Electrical Inspector				

Total Hours -  
Deborah  
Nutter            7.5

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Doug Organ****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments	
Electrical Inspector							
9/26/2016	4.5	16-01792	3021 Ocean Dr	Power Release	Fail	Electrical Inspector	
9/26/2016		16-01770	5550 Ocean Dr	Rough Electric	Approve	Electrical Inspector	
9/26/2016		16-02353	1256 30th St	Final Electric	Approve	Electrical Inspector	
9/26/2016		16-01367	1200 Evans St	Final Electric	Fail	Electrical Inspector	
9/26/2016		16-01621	1 11th St	Power Release	Cancelled By Contractor	Electrical Inspector	
	4.5	Total Hours - Electrical Inspector					
Electrical Plans Examiner							
9/7/2016	1	16-01947	Community Center	Community Center	Fail	Electrical Plans Examiner	
9/27/2016	3.5	16-02387	2721 RJ Jandley	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02377	1034 Center Stone Lane	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02355	184 W 24th St	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02354	4200 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02318	1101 W 3rd St	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02317	1009 W 9th St	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02370	3000 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02395	801 W 1st St	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02365	1790 Woodline Way	Electrical	Fail	Electrical Plans Examiner	
9/27/2016		16-02363	1965 W 9th St	Electrical	Approve	Electrical Plans Examiner	
9/27/2016		16-02398	1031 Gulfstream Way	Electrical	Approve	Electrical Plans Examiner	
9/27/2016		16-01406	221 W 24th St	Electrical	Approve	Electrical Plans Examiner	
9/28/2016		1.5	16-02293	3551 Broadway	Electrical	Approve	Electrical Plans Examiner
		6	Total Hours - Electrical Plans Examiner				

Total Hours -  
Doug Organ 10.5

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: John Pearson****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Electrical Inspector						
9/12/2016	2	16-01685		Electrical		Electrical Inspector
9/22/2016	1	16-01708	600 Blue Heron Blvd	Electrical		Electrical Inspector
9/27/2016	4			Electrical		Electrical Inspector
	7	Total Hours - Electrical Inspector				

Electrical Plans Examiner						
9/12/2016	6	16-02256	1214 S Harbor Dr	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02128	3730 N Ocean Dr	Electrical	Approve	Electrical Plans Examiner
9/12/2016		16-01579	2923 Avenue F	Electrical	Approve	Electrical Plans Examiner
9/12/2016		16-02211	951 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02212	950 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-02213	940 W 13th St	Electrical	Fail	Electrical Plans Examiner
9/12/2016		16-01258	2000 Avenue P	Electrical	Fail	Electrical Plans Examiner
9/13/2016	8	16-01517	Lot 2 Dyer Road	Electrical		Electrical Plans Examiner
9/14/2016	4.5	16-01579	2923 Avenue F	Electrical		Electrical Plans Examiner
9/14/2016		16-02211	951 W 13th St	Electrical		Electrical Plans Examiner
9/15/2016	6	16-02212	950 W 13th St	Electrical		Electrical Plans Examiner
9/15/2016		16-02213	940 W 13th St	Electrical		Electrical Plans Examiner
9/15/2016		16-02064	Hotel	Electrical		Electrical Plans Examiner
9/19/2016	8	16-00409	1191 Emerald Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02220	2332 2nd Terrace	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02040	2000 Avenue P	Electrical	NA	Electrical Plans Examiner
9/19/2016		16-02053	2800 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-01996	1410 Avenue E	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02283	3040 Lakeshore Dr	Electrical	NA	Electrical Plans Examiner
9/19/2016		16-02273	3400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02272	3400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02239	5400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/19/2016		16-02240	5400 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/20/2016	5	16-02306	5460 N Ocean Dr	Electrical	Approve	Electrical Plans Examiner
9/20/2016		16-02257	765 W 5th St	Electrical	Approve	Electrical Plans Examiner
9/20/2016		16-02309	1100 Surf Rd	Electrical	Fail	Electrical Plans Examiner
9/20/2016		16-02310	1100 Surf Rd	Electrical	Fail	Electrical Plans Examiner
9/21/2016	8	16-02330	350 W 19th St	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02326	1310 Australian Ave	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02325	2544 Inisbrook Rd	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02324	116 Timber Run East	Electrical	Fail	Electrical Plans Examiner
9/21/2016		16-02323	1436 AC Evans St	Electrical	Fail	Electrical Plans Examiner
9/22/2016	7	16-02343	5510 N Ocean Dr	Electrical	Fail	Electrical Plans Examiner
9/22/2016		16-01915	1641 W 34th St	Electrical	Approve	Electrical Plans Examiner
9/22/2016		16-02344	1100 Surf Rd	Electrical	Fail	Electrical Plans Examiner

9/22/2016	16-02292	1606 Avenue C	Electrical	Rolled over to next day	Electrical Plans Examiner
	52.5	Total Hours - Electrical Plans Examiner			

Total Hours -  
John Pearson 59.5

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Tony Russo****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Structural Plans Examiner						
8/31/2016	6					Structural Plans Examiner
9/1/2016	6	16-01936	1138 W 23rd Street	Carport Conversion	Fail	Structural Plans Examiner
		16-02051	4145 W Blue Heron	McDonald's	Fail	Structural Plans Examiner
		16-02067	7000 Military Trail	Trailer	Fail	Structural Plans Examiner
		16-01791	3701 Broadway	Dollar General	Fail	Structural Plans Examiner
		16-02026	2795 Lake Drive	Pool	Fail	Structural Plans Examiner
		16-02062	3044 Casa Rio Court	Fence	Approve	Structural Plans Examiner
		16-02139	3021 N Ocean Drive	Roof	Fail	Structural Plans Examiner
9/6/2016	2	16-01517	Dyer Road	Air Gas	Fail	Structural Plans Examiner
		16-01947	Community Center	Community Center	Fail	Structural Plans Examiner
9/7/2016	4.5	16-01947	Community Center	Community Center	Fail	Structural Plans Examiner
		16-02075	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02076	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02077	9314 Forrest Hill	Remodel	Fail	Structural Plans Examiner
		16-02137	833 W 5th Street	Roof	Fail	Structural Plans Examiner
		16-02036	5420 N Ocean Drive	Repairs	Fail	Structural Plans Examiner
		16-02132	1228 MLK Jr	Roof	Fail	Structural Plans Examiner
		16-02131	820 W 9th Street	Truss Repairs	Approve	Structural Plans Examiner
		16-02081	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02082	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02080	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02086	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02090	Blue Heron & Garden Road	WAWA Signs	Fail	Structural Plans Examiner
		16-02114	1025 Bog Torch	shutters	Fail	Structural Plans Examiner
		16-02016	2549 Canterbury	Sunroom	Fail	Structural Plans Examiner
9/8/2016	3	16-02016	2549 Canterbury	Sunroom	Fail	Structural Plans Examiner
		16-02202	3800 N Ocean Drive	Patch Driveway	Approve	Structural Plans Examiner
		16-02137	5420 N Ocean Drive	Masonry Repairs	Fail	Structural Plans Examiner
9/9/2016	2	16-02073	5420 N Ocean Drive	Windows / Doors	Fail	Structural Plans Examiner
		16-01652	1140 Bimini Lane	Trusses	Fail	Structural Plans Examiner
9/12/2016	6	16-01980	1649C 28th Street	Window / Door / Shutter	Fail	Structural Plans Examiner
		16-02097	1180 Emerald Drive	Window / Door / Shutter	Approve	Structural Plans Examiner
		16-02095	1034 Center Stone	shutters	Fail	Structural Plans Examiner
		16-02096	1034 Center Stone	Window / Doors	Fail	Structural Plans Examiner
		16-02079	5200 N Ocean Drive	Shutters	Approve	Structural Plans Examiner
		16-02203	1645 15th Street West	Roof	Fail	Structural Plans Examiner
		16-02195	331 W 20th Street	Roof	Fail	Structural Plans Examiner
9/13/2016	6	16-02201	1201 W 23rd Street	shutters	Approve	Structural Plans Examiner
		16-02206	1033-65 Silver Beach	BUR	Approve	Structural Plans Examiner
		16-02138	179 W 23rd Street	Residential	Returned to City	Structural Plans Examiner
		16-02238	2650 Lakeshore Dr	Flooring	Approve	Structural Plans Examiner
		16-02241	1229 W 27th Street	Windows / Doors	Fail	Structural Plans Examiner
9/15/2016	4	16-02273	3400 N Ocean Drive	Demo	Fail	Structural Plans Examiner
		16-02272	3400 N Ocean Drive	Renovation	Fail	Structural Plans Examiner
		16-02277	471 W 32nd Street	shutters	Approve	Structural Plans Examiner
		16-02232	Port West Blvd	Fence	Approve	Structural Plans Examiner
		16-02064	Hotel	Parking Lot	Approve	Structural Plans Examiner

**C.A.P. Government, Inc. - Employee Work Log****Employee Name: Tony Russo****Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/16/2016	6	16-02255	3151 Avenue F	Kitchen	Approve	Structural Plans Examiner
		16-02263	2650 Lakeshore Drive	Flooring	Fail	Structural Plans Examiner
		16-03026	598 W 6th Street	Revision	Fail	Structural Plans Examiner
		16-02281	3610 Avenue H	Roof	Fail	Structural Plans Examiner
		16-02279	4444 Leo Lane	Roof	Fail	Structural Plans Examiner
		16-02282	1320 Avenue H	Demo	Approve	Structural Plans Examiner
		16-02283	3040 Lakeshore Drive	Bath	Approve	Structural Plans Examiner
		16-02280	5420 N Ocean Drive	Flooring	Approve	Structural Plans Examiner
		16-02288	2831 Avenue S	Roof	Fail	Structural Plans Examiner
		16-02290	1114 W 16th Street	Roof	Fail	Structural Plans Examiner
		16-02146	2639 W 28th Street	Screen Room	Fail	Structural Plans Examiner
		16-01998	5480 N Ocean Drive	Renovation	Fail	Structural Plans Examiner
9/19/2016	4	16-01996	1410 Avenue E	Warehouse	Fail	Structural Plans Examiner
		16-02221	2546 N Canterbury Drive	Garage Door	Approve	Structural Plans Examiner
		16-02247	2011 Bonsile	Windows / Doors	Fail	Structural Plans Examiner
		16-02248	1648 W 12th Court	Windows	Fail	Structural Plans Examiner
		16-02274	228 E 27th Street	Fence	Approve	Structural Plans Examiner
		16-02264	1025 Powell Drive	Driveway	Approve	Structural Plans Examiner
		16-02249	1201 Singer Place	Roof	Fail	Structural Plans Examiner
		16-01872	2666 Park Avenue	Structural	Fail	Structural Plans Examiner
9/20/2016	6	16-00409	1191 Emerald Lane	Garage Conversion	Fail	Structural Plans Examiner
		16-02297	410 W 32nd Street	Structural	Fail	Structural Plans Examiner
		16-01579	1120 Emerald Lane	Addition	Fail	Structural Plans Examiner
		16-02310	5200 N Ocean Drive	Storefront	Approve	Structural Plans Examiner
		16-02309	1100 Surf Road	Renovation	Fail	Structural Plans Examiner
		16-02313	1100 Surf Road	Demo	Fail	Structural Plans Examiner
		16-01833	1100 Gulfstream Way	Doors	Approve	Structural Plans Examiner
		16-02293	3551 Broadway	Renovation	Fail	Structural Plans Examiner
9/21/2016	5	16-02329	4000 N Ocean Drive	Doors	Fail	Structural Plans Examiner
		16-02301	560 W 34th Street	Roof	Fail	Structural Plans Examiner
		16-02185	1140 S Harbor Drive	Renovation	Approve	Structural Plans Examiner
		16-01934	Cunningham Park	Restrooms	Fail	Structural Plans Examiner
		16-02128	3730 N Ocean Drive	Structural	Fail	Structural Plans Examiner
9/22/2016	5	16-02292	1907 Commerce Lane	Structural	Fail	Structural Plans Examiner
		16-01785	2061 MLK Blvd	Structural	Fail	Structural Plans Examiner
		16-02319	1436 W 37th Street	Roof	Fail	Structural Plans Examiner
9/23/2016	5	16-02317	1436 W 37th Street	Windows / Doors	Fail	Structural Plans Examiner
		16-02272	3400 N Ocean Drive	Demo	Approve	Structural Plans Examiner
		16-02343	5510 N Ocean Drive	Renovation	Approve	Structural Plans Examiner
		16-02345	2085 Bonsile Circle	Garage Door	Approve	Structural Plans Examiner
		16-02326	1310 Australian Avenue	Antenna	Fail	Structural Plans Examiner
		16-02357	1236 W 25th Street	Roof	Fail	Structural Plans Examiner
		16-02352	3600 N Ocean Drive	Windows / Doors	Fail	Structural Plans Examiner
		16-02048	2600 Avenue H	Carport Conversion	Approve	Structural Plans Examiner
		16-02346	1591 W 12th Court	Windows	Fail	Structural Plans Examiner
		16-02348	1591 W 12th Court	Doors	Fail	Structural Plans Examiner
		16-02349	1591 W 12th Court	Roof	Fail	Structural Plans Examiner
		16-02337	1401 Broadway	Roof	Fail	Structural Plans Examiner

C.A.P. Government, Inc. - Employee Work Log

Employee Name: Tony Russo

Invoice: September

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
9/26/2016	5	16-01734	341 W 27th Street	Structural	Sent Back to Warren	Structural Plans Examiner
		16-02279	4444 Leo Lane	Structural	Fail	Structural Plans Examiner
		16-02377	1034 Center Stone Lane	Generator	Fail	Structural Plans Examiner
9/27/2016	4	16-01913	1641 W 34th Street	Structural	Sent Back to Warren	Structural Plans Examiner
		16-02369	3110 Surf Way	Windows	Approve	Structural Plans Examiner
		16-02065	3100 N Ocean Drive	Foundation	Fail	Structural Plans Examiner
9/28/2016	5	None	845 Palm Beach Road	Site/Demo/Dumpster/Fence	Fail	Structural Plans Examiner
		None	845 Palm Beach Road	Main & 1	Fail	Structural Plans Examiner
		84.5	Total Hours - Structural Plans Examiner			

Total Hours -

Tony Russo      84.5



**C.A.P. Government, Inc. - Employee Work Log**

**Employee Name: Jim Sugg**

**Invoice: September**

Date	Number of Hours Worked	City Permit Number	Project Address	Project Description	Pass/Fail Status	Additional Staff Comments
Electrical Plans Examiner						
8/31/2016	6	16-01847		Electrical		Electrical Plans Examiner
		16-01434	1201 Avenue R	Electrical		Electrical Plans Examiner
		16-02051	4145 W Blue Heron	Electrical		Electrical Plans Examiner
9/1/2016	6	16-02120	5460 N Ocean Dr	A/C	NA	Electrical Plans Examiner
		16-02021	5460 N Ocean Dr	Water Heater	NA	Electrical Plans Examiner
		16-02126	321 W 16th Way	A/C	NA	Electrical Plans Examiner
		16-02067	7000 Military Trail	Trailer	Approve	Electrical Plans Examiner
		16-02071	820 5th St	Service	Approve	Electrical Plans Examiner
		16-02066	5080 N Ocean Dr	Remodel	Approve	Electrical Plans Examiner
		16-02072	1229 Yacht Harbor	Service	Approve	Electrical Plans Examiner
		16-02077	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02076	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02075	1409 31st St	Remodel	Fail	Electrical Plans Examiner
		16-02099	7741 Military Trail	Remodel	Fail	Electrical Plans Examiner
		16-02100	7741 Military Trail	Remodel	Fail	Electrical Plans Examiner
		16-01517	7001 Military Trail	New	Fail	Electrical Plans Examiner
		16-01751	3701 Broadway	New	Approve	Electrical Plans Examiner
		16-02197	1140 S Harbor Dr	Remodel	Approve	Electrical Plans Examiner
		16-02166	350 W 27th St	Service	Approve	Electrical Plans Examiner
		16-02022	5200 Ocean Dr	Remodel	Fail	Electrical Plans Examiner
9/9/2016	6	16-02202	3800 N Ocean Dr	Hi Hats	Approve	Electrical Plans Examiner
		16-02244	182 W 34th St	Service	Approve	Electrical Plans Examiner
		16-02245	331 Wilma Cir	Service	Fail	Electrical Plans Examiner
		16-02185	1140 S Harbor Dr	Remodel	Fail	Electrical Plans Examiner
		16-02102	3161 Avenue F	Revision	Approve	Electrical Plans Examiner
		16-01881	7200 Military Trail	Revision	Approve	Electrical Plans Examiner
		16-01517	398 Dryer Rd	Remodel	Fail	Electrical Plans Examiner
9/28/2016	2.5		7289 Gordon Rd	Electrical	Approve	Electrical Plans Examiner
			7289 Gordon Rd	Electrical	Approve	Electrical Plans Examiner
		16-02293	3551 Broadway	Electrical	Approve	Electrical Plans Examiner
9/29/2016	8	16-02408		Electrical		Electrical Plans Examiner
		16-02412	1210 Morse Blvd	Electrical		Electrical Plans Examiner
		16-02413	2174 Oakmont Dr	Electrical		Electrical Plans Examiner
		16-02022	5200 Ocean Dr	Electrical		Electrical Plans Examiner
9/30/2016	4	16-02428		Electrical		Electrical Plans Examiner
		16-02423		Electrical		Electrical Plans Examiner
	32.5	Total Hours - Electrical Plans Examiner				

Total Hours -  
Jim Sugg 32.5

**From:** [Jones, Danny](#)  
**To:** [cap@capfla.com](mailto:cap@capfla.com)  
**Cc:** [Little, Rickey](#); [Mealy, Dean](#); [jmellies@capfla.com](mailto:jmellies@capfla.com); [Gagnon, Jeff](#); [Frazier, Jackie P](#)  
**Subject:** FW: Riviera Beach Invoice for September Services  
**Date:** Tuesday, October 11, 2016 10:56:51 AM  
**Attachments:** [Project 000127000.00 Invoice 0003922 \(sept\).pdf](#)

---

Mr. Penin,

As discussed yesterday afternoon, I need detailed backup information in order to approve payment for the invoices you submitted on behalf of C.A.P.

I need to know what jobs or plans were being reviewed or inspected for the number of hours submitted.

I will also use this information to analyze the amount of time spent on the various levels of plans submitted and the inspections completed.

The City cannot over pay for services not rendered nor should we not properly compensate CAP for services provided.

Detailed invoices must be a part of the checks and balances in this business relationship.

I would like to have the requested information by close of business on Friday so that the proper attention can be provided to compensate CAP accordingly.

Thanks,

Danny D. Jones  
Interim City Manager  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

---

**From:** Little, Rickey  
**Sent:** Tuesday, October 11, 2016 7:41 AM  
**To:** Jones, Danny <[ddjones@Rivierabch.com](mailto:ddjones@Rivierabch.com)>; Gagnon, Jeff <[Jgagnon@Rivierabch.com](mailto:Jgagnon@Rivierabch.com)>  
**Subject:** Fwd: Riviera Beach Invoice for September Services

Here is the invoice from C A P

Sent from my iPhone

Begin forwarded message:

**From:** Jennifer Mellies <[jmellies@capfla.com](mailto:jmellies@capfla.com)>  
**Date:** October 10, 2016 at 3:18:03 PM EDT  
**To:** "[rlittle@rivierabch.com](mailto:rlittle@rivierabch.com)" <[rlittle@rivierabch.com](mailto:rlittle@rivierabch.com)>

**Cc:** "Carlos A. Penin" <[cap@capfla.com](mailto:cap@capfla.com)>, Joseph Kajak <[jkajak@capfla.net](mailto:jkajak@capfla.net)>

**Subject: Riviera Beach Invoice for September Services**

Mr. Little,

Attached you will find a certified copy of our September Plan Review & Inspection Services invoice from CAP Government. If you should have any questions please feel free to contact me at the number listed below or via email.

Thank You,

Jennifer

**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

Peter Ringle  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

November 15, 2016  
Project No: 000127000.00  
Invoice No: 0004024

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from October 1, 2016 to October 31, 2016**

**Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner	72.00	75.00	5,400.00
Electrical Plans Examiner	85.75	75.00	6,431.25
Mechanical Plans Examiner	268.25	75.00	20,118.75
Plumbing Plans Examiner	55.00	75.00	4,125.00
Fire Plans Examiner	16.50	75.00	1,237.50
Structural Inspector	115.00	65.00	7,475.00
Electrical Inspector	25.50	65.00	1,657.50
Mechanical Inspector	46.50	65.00	3,022.50
Plumbing Inspector	103.75	65.00	6,743.75
Totals	788.25		56,211.25
<b>Total Labor</b>			<b>56,211.25</b>

**Additional Fees**

Building Official Services (Oct. 3-7)	1,600.00
Building Official Services (Oct. 10-14)	1,600.00
Building Official Services (Oct. 17-21)	1,600.00
Building Official Services (Oct. 24-28)	1,600.00
<b>Total Additional Fees</b>	<b>6,400.00</b>

**Total this Invoice \$62,611.25**

Authorized  
By:

A handwritten signature in blue ink, appearing to read 'Carlos Penin', is written over a horizontal line.

Date:

11/15/16

Mr. Carlos Penin, PE

# Billing Backup

Tuesday, November 15, 2016

C.A.P. Government, Inc.

Invoice 0004024 Dated 11/15/2016

11:58:22 AM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01632	Brooks, Jonathan	10/11/2016	2.50	75.00	187.50
01567	Dulany, Judson	10/7/2016	1.50	75.00	112.50
01567	Dulany, Judson	10/13/2016	1.00	75.00	75.00
01557	Russo, Anthony	10/4/2016	2.00	75.00	150.00
01557	Russo, Anthony	10/5/2016	4.50	75.00	337.50
01557	Russo, Anthony	10/7/2016	1.00	75.00	75.00
01557	Russo, Anthony	10/10/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/11/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/12/2016	4.00	75.00	300.00
01557	Russo, Anthony	10/13/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/14/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/17/2016	3.50	75.00	262.50
01557	Russo, Anthony	10/18/2016	1.00	75.00	75.00
01557	Russo, Anthony	10/19/2016	4.00	75.00	300.00
01557	Russo, Anthony	10/20/2016	1.50	75.00	112.50
01557	Russo, Anthony	10/21/2016	3.00	75.00	225.00
01557	Russo, Anthony	10/24/2016	2.00	75.00	150.00
01557	Russo, Anthony	10/25/2016	4.50	75.00	337.50
01557	Russo, Anthony	10/26/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/27/2016	2.00	75.00	150.00
01557	Russo, Anthony	10/28/2016	5.00	75.00	375.00
01557	Russo, Anthony	10/31/2016	4.00	75.00	300.00
Electrical Plans Examiner					
01543	McNicholas, Martha	10/28/2016	3.50	75.00	262.50
01543	McNicholas, Martha	10/31/2016	.50	75.00	37.50
01623	Nutter, Deborah	10/10/2016	2.50	75.00	187.50
01627	Pearson, John	10/5/2016	8.00	75.00	600.00
01627	Pearson, John	10/7/2016	1.00	75.00	75.00
01627	Pearson, John	10/10/2016	8.00	75.00	600.00
01627	Pearson, John	10/11/2016	5.75	75.00	431.25
01627	Pearson, John	10/13/2016	6.00	75.00	450.00
01627	Pearson, John	10/14/2016	8.00	75.00	600.00
01627	Pearson, John	10/17/2016	8.00	75.00	600.00
01627	Pearson, John	10/18/2016	4.00	75.00	300.00
01627	Pearson, John	10/19/2016	5.00	75.00	375.00
01627	Pearson, John	10/20/2016	2.00	75.00	150.00
01627	Pearson, John	10/21/2016	2.00	75.00	150.00
01627	Pearson, John	10/27/2016	3.50	75.00	262.50
01627	Pearson, John	10/31/2016	8.00	75.00	600.00
01572	Sugg, Jimmy	10/3/2016	8.00	75.00	600.00
01572	Sugg, Jimmy	10/19/2016	2.00	75.00	150.00
Mechanical Plans Examiner					
01614	Deloach, Warren	10/3/2016	8.00	75.00	600.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004024
01614	Deloach, Warren	10/4/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/5/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/7/2016	3.00	75.00	225.00	
01614	Deloach, Warren	10/10/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/11/2016	5.50	75.00	412.50	
01614	Deloach, Warren	10/12/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/13/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/14/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/17/2016	5.25	75.00	393.75	
01614	Deloach, Warren	10/18/2016	7.00	75.00	525.00	
01614	Deloach, Warren	10/19/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/20/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/21/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/24/2016	6.00	75.00	450.00	
01614	Deloach, Warren	10/25/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/26/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/27/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/28/2016	8.00	75.00	600.00	
01614	Deloach, Warren	10/31/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/3/2016	4.00	75.00	300.00	
01543	McNicholas, Martha	10/4/2016	4.00	75.00	300.00	
01543	McNicholas, Martha	10/5/2016	6.00	75.00	450.00	
01543	McNicholas, Martha	10/7/2016	1.50	75.00	112.50	
01543	McNicholas, Martha	10/10/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/11/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/12/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/13/2016	2.00	75.00	150.00	
01543	McNicholas, Martha	10/14/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/17/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/18/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/19/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/20/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/21/2016	6.00	75.00	450.00	
01543	McNicholas, Martha	10/24/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/25/2016	6.00	75.00	450.00	
01543	McNicholas, Martha	10/26/2016	4.00	75.00	300.00	
01543	McNicholas, Martha	10/27/2016	6.50	75.00	487.50	
01543	McNicholas, Martha	10/28/2016	1.50	75.00	112.50	
01543	McNicholas, Martha	10/31/2016	5.00	75.00	375.00	
01633	Merowitz, Michael	10/11/2016	1.00	75.00	75.00	
01633	Merowitz, Michael	10/19/2016	2.00	75.00	150.00	
Plumbing Plans Examiner						
01555	Mather, James	10/3/2016	7.00	75.00	525.00	
01555	Mather, James	10/4/2016	8.00	75.00	600.00	
01543	McNicholas, Martha	10/26/2016	4.00	75.00	300.00	
01543	McNicholas, Martha	10/27/2016	1.50	75.00	112.50	
01543	McNicholas, Martha	10/28/2016	3.00	75.00	225.00	
01543	McNicholas, Martha	10/31/2016	2.50	75.00	187.50	
01633	Merowitz, Michael	10/11/2016	1.50	75.00	112.50	
01633	Merowitz, Michael	10/12/2016	3.00	75.00	225.00	
01633	Merowitz, Michael	10/13/2016	3.00	75.00	225.00	
01633	Merowitz, Michael	10/17/2016	6.50	75.00	487.50	

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004024
01633	Merowitz, Michael	10/18/2016	4.00	75.00	300.00	
01633	Merowitz, Michael	10/19/2016	4.00	75.00	300.00	
01633	Merowitz, Michael	10/20/2016	1.00	75.00	75.00	
01633	Merowitz, Michael	10/25/2016	6.00	75.00	450.00	
Fire Plans Examiner						
01628	Lee, Selwyn	10/18/2016	5.00	75.00	375.00	
01628	Lee, Selwyn	10/19/2016	5.50	75.00	412.50	
01628	Lee, Selwyn	10/20/2016	2.00	75.00	150.00	
01628	Lee, Selwyn	10/25/2016	3.00	75.00	225.00	
01628	Lee, Selwyn	10/28/2016	1.00	75.00	75.00	
Structural Inspector						
01632	Brooks, Jonathan	10/12/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/13/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/14/2016	7.00	65.00	455.00	
01632	Brooks, Jonathan	10/17/2016	7.00	65.00	455.00	
01632	Brooks, Jonathan	10/18/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/19/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/20/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/21/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/24/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/25/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/26/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/27/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/28/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	10/31/2016	8.00	65.00	520.00	
01567	Dulany, Judson	10/4/2016	4.00	65.00	260.00	
01567	Dulany, Judson	10/10/2016	1.00	65.00	65.00	
Electrical Inspector						
01627	Pearson, John	10/19/2016	3.00	65.00	195.00	
01627	Pearson, John	10/20/2016	6.00	65.00	390.00	
01627	Pearson, John	10/21/2016	6.00	65.00	390.00	
01627	Pearson, John	10/24/2016	9.00	65.00	585.00	
01627	Pearson, John	10/26/2016	1.50	65.00	97.50	
Mechanical Inspector						
01614	Deloach, Warren	10/11/2016	2.50	65.00	162.50	
01614	Deloach, Warren	10/24/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	10/3/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	10/4/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	10/14/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	10/25/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	10/27/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	10/28/2016	6.00	65.00	390.00	
01633	Merowitz, Michael	10/12/2016	3.00	65.00	195.00	
01633	Merowitz, Michael	10/13/2016	4.00	65.00	260.00	
01633	Merowitz, Michael	10/17/2016	1.50	65.00	97.50	
01633	Merowitz, Michael	10/18/2016	3.00	65.00	195.00	
01633	Merowitz, Michael	10/19/2016	2.00	65.00	130.00	
01633	Merowitz, Michael	10/20/2016	4.00	65.00	260.00	
01633	Merowitz, Michael	10/21/2016	.50	65.00	32.50	
01633	Merowitz, Michael	10/25/2016	2.00	65.00	130.00	

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004024
Plumbing Inspector						
01610	Chapman, Kevin	10/11/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/12/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/13/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/17/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/18/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/19/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/25/2016	2.00	65.00	130.00	
01610	Chapman, Kevin	10/26/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/27/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/28/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	10/31/2016	4.00	65.00	260.00	
01616	Guendjoian, Armen	10/3/2016	3.25	65.00	211.25	
01616	Guendjoian, Armen	10/4/2016	3.50	65.00	227.50	
01616	Guendjoian, Armen	10/10/2016	4.50	65.00	292.50	
01616	Guendjoian, Armen	10/24/2016	4.00	65.00	260.00	
01633	Merowitz, Michael	10/14/2016	6.00	65.00	390.00	
01633	Merowitz, Michael	10/20/2016	3.00	65.00	195.00	
01633	Merowitz, Michael	10/21/2016	1.50	65.00	97.50	
Totals			788.25		56,211.25	
Total Labor						56,211.25
Total this Project						\$56,211.25
Total this Report						\$56,211.25



**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

November 15, 2016  
Project No: 00016

Invoice No: 00046

City of Riviera Beach

600 West Blue Heron Blvd.

Riviera Beach, FL 33404

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from October 1, 2016 to October 31, 2016**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Structural Plans Examiner	72.00	75.00	5,400.00
Electrical Plans Examiner	85.75	75.00	6,431.25
Mechanical Plans Examiner	268.25	75.00	20,118.75
Plumbing Plans Examiner	55.00	75.00	4,125.00
Fire Plans Examiner	16.50	75.00	1,237.50
Structural Inspector	115.00	65.00	7,475.00
Electrical Inspector	25.50	65.00	1,657.50
Mechanical Inspector	46.50	65.00	3,022.50
Plumbing Inspector	103.75	65.00	6,743.75
Totals	788.25		56,211.25

**Total Labor****Additional Fees**

Building Official Services (Oct. 3-7)	1,600.00
Building Official Services (Oct. 10-14)	1,600.00
Building Official Services (Oct. 17-21)	1,600.00
Building Official Services (Oct. 24-28)	1,600.00
<b>Total Additional Fees</b>	<b>6,400.00</b>

**Total this Invoice**

27000.00

024

3

**56,211.25**

**6,400.00**  
**\$62,611.25**

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/11/2016		2.5	Jonathan Brooks
		2.5	Total Plan Review-Structur

10/12/2016	8	Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/12/2016		Jonathan Brooks
10/13/2016	8	Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/13/2016		Jonathan Brooks
10/14/2016	7	Jonathan Brooks
10/14/2016		Jonathan Brooks
10/14/2016		Jonathan Brooks
10/14/2016		Jonathan Brooks
10/14/2016		Jonathan Brooks
10/17/2016	7	Jonathan Brooks
10/17/2016		Jonathan Brooks
10/17/2016		Jonathan Brooks
10/17/2016		Jonathan Brooks
10/18/2016	8	Jonathan Brooks
10/18/2016		Jonathan Brooks
10/18/2016		Jonathan Brooks
10/18/2016		Jonathan Brooks
10/19/2016	8	Jonathan Brooks
10/19/2016		Jonathan Brooks
10/19/2016		Jonathan Brooks
10/19/2016		Jonathan Brooks
10/19/2016		Jonathan Brooks
10/19/2016		Jonathan Brooks

[illegible]

10/27/2016		Jonathan Brooks
10/27/2016		Jonathan Brooks
10/27/2016		Jonathan Brooks
10/27/2016		Jonathan Brooks
10/27/2016		Jonathan Brooks
10/27/2016		Jonathan Brooks
10/28/2016	8	Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/28/2016		Jonathan Brooks
10/31/2016	8	Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
10/31/2016		Jonathan Brooks
110		Total Inspection- Structural

City Permit Number	Project Address
16-02410	301 W 15th St
al	

16-02048	2600 Ave H W
16-02048	2600 Ave H W
16-02048	2600 Ave H W
16-02048	2600 Ave H W
16-01657	1641 12th Ct
15-01564	3755 Interstate Park Rd
16-01258	2000 Ave P Bay 4A
16-01131	7000 Military Trail
16-02195	331 20th St
16-01831	411 34th St
16-02308	1573 34th St
16-02137	833 5th St
16-02275	313 13th St
16-02276	301 13th St
16-02206	1033/1065 Silver Beach Rd
16-01131	7000 Military Trail
16-01258	2000 Ave P Bay 4A
16-02476	2600 Ave H W
16-01868	1258 Rose Garden Blvd
16-02255	3161 Ave F
16-02299	1571 11th St
16-02208	1319 Ave G
16-00248	1050 25th St
16-02206	1033/1065 Silver Beach Rd
16-01831	411 34th St
16-01774	1630 12th St
16-02133	1098 Via Jardin
15-01564	3755 Interpark Rd
16-02379	944 10th St
16-02114	1025 Big Torch St
16-00849	1231 13th St
15-01564	3755 Interstate Park Rd
15-01564	3755 Interstate Park Rd
16-02133	1098 Via Jardin
16-02409	1109 35th St
16-02275	313 13th St
16-01143	6870 Military Trail N
16-00099	7289 Garden Rd
16-02048	2600 Ave H W

16-02476	2600 Ave H W
16-02357	1236 25th St
12-01524	901 7th St
16-00099	7289 Garden Rd
16-02201	1201 23rd St
15-02927	1324 34th St
16-02012	1564 Blue Heron Blvd
16-02441	1320 Forest Lane
16-01729	2721 RJ Hendley
16-02307	1401 Broadway
16-02357	1236 25th St
16-02011	1340 Blue Heron Blvd
16-02010	1520 Blue Heron Blvd
16-02276	301 13th St
16-02275	313 13th St
16-00923	4444 Leo Lane
16-00248	1050 25th St
16-00923	4444 Leo Lane
16-00099	7289 Garden Rd
16-02059	1581 9th St
16-02137	833 5th St
16-01745	2565 Canterbury Dr S
16-00316	616 1st St
16-02357	1236 20th St
16-02059	1581 9th St
15-02927	1324 34th St
16-02276	301 13th St
16-02275	313 13th St
16-00099	7289 Garden Rd
16-02362	6500 Military Trail N Lot 11
16-01131	7000 Military Trail
16-01745	2565 Canterbury Dr S
16-01745	2565 Canterbury Dr S
12-01524	901 7th St
16-00316	616 1st St
16-02059	1581 9th St
16-02009	1500 Blue Heron Blvd W
16-02010	1520 Blue Heron Blvd
16-02007	1401 26th Ct
16-02113	1293 Rose Gate Blvd
16-02308	1573 34th St
16-02308	1573 34th St
16-02308	1573 34th St
16-02409	1109 35th St
16-01838	7241 Haverhill Business Park 109/110
16-01839	7241 Haverhill Business Park 105/108
16-02441	1320 Forest Lane

15-00563	2830 Ave S -C
16-02337	1401 Broadway
16-01745	2565 Canterbury Dr S
16-01745	2565 Canterbury Dr S
16-01424	301 13th St
16-02137	833 5th St
16-01423	313 13th St
16-01424	301 13th St
16-01830	1104 26th St
16-01830	1104 26th St
16-02137	833 5th St
16-00099	7289 Garden Rd
16-02429	2420 Ave H W
16-01575	1631 17th St
16-01797	190 13th St
16-02499	4249 Delmora Ct
16-01641	7000 Military Trail
16-01642	7000 Military Trail
12-01524	901 7th St
15-01175	1245 36th St
15-00757	1245 36th St
16-02007	1401 26th Ct
16-02208	1319 Ave G
16-02276	301 13th St
16-02275	313 13th St
16-02007	1401 26th Ct





Project Description	Pass/Fail Status	Additional Staff Comments
Plan Review-Structural		

Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural

[illegible]

Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Pass	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural
Fail	Inspection- Structural

---

**ent, Inc. - Employee Work Log****Invoice:**

<b>Date</b>	<b>Time</b>	<b>Number of Hours Worked</b>	<b>Employee Name</b>
10/11/2016	7-3:30	8	Kevin Chapman
10/11/2016			Kevin Chapman
10/11/2016			Kevin Chapman
10/11/2016			Kevin Chapman
10/11/2016			Kevin Chapman
10/12/2016	7-3:30	8	Kevin Chapman
10/12/2016			Kevin Chapman
10/12/2016			Kevin Chapman
10/12/2016			Kevin Chapman
10/13/2016	7-3:30	8	Kevin Chapman
10/13/2016			Kevin Chapman
10/13/2016			Kevin Chapman
10/13/2016			Kevin Chapman
10/13/2016			Kevin Chapman
10/17/2016	7-3:30	8	Kevin Chapman
10/17/2016			Kevin Chapman
10/17/2016			Kevin Chapman
10/17/2016			Kevin Chapman
10/18/2016	7-3:30	8	Kevin Chapman
10/18/2016			Kevin Chapman
10/18/2016			Kevin Chapman
10/18/2016			Kevin Chapman
10/18/2016			Kevin Chapman
10/18/2016			Kevin Chapman
10/19/2016	7-3:30	8	Kevin Chapman
10/19/2016			Kevin Chapman
10/19/2016			Kevin Chapman
10/19/2016			Kevin Chapman
10/25/2016	8:00-10:00	2	Kevin Chapman
10/26/2016	7-3:30	8	Kevin Chapman
10/26/2016			Kevin Chapman
10/26/2016			Kevin Chapman
10/26/2016			Kevin Chapman
10/26/2016			Kevin Chapman
10/26/2016			Kevin Chapman
10/27/2016	7-3:30	8	Kevin Chapman
10/27/2016			Kevin Chapman
10/28/2016	7-3:30	8	Kevin Chapman
10/28/2016			Kevin Chapman
10/28/2016			Kevin Chapman
10/28/2016			Kevin Chapman

10/28/2016			Kevin Chapman
10/31/2016	8-10:00	2	Kevin Chapman
10/31/2016	2-4:00	2	Kevin Chapman
		78	Total Inspection-Plumbing

City Permit Number	Project Address
16-00319	3730 N Ocean Dr-property
16-02044	1140 Bimini Ln
16-02046	1140 Bimini Ln
16-03006	1324 34th St W
16-02179	2721 RJ Hendley Ave
16-00462	2721 RJ Hendley Ave
16-01535	7167 Interpace Rd-property
16-02449	2700 N Ocean Dr I-1401
16-01976	2800 N Ocean Dr B-10C
16-02217	5070 N Ocean Dr #7B
16-01976	2800 N Ocean Dr B-10C
16-01944	1040 Singer Dr
16-00358	601 7th St W
16-00359	1309 Ave G
16-00321	3730 N Ocean Dr-property
16-00319	3730 N Ocean Dr-property
16-01662	3400 N Ocean Dr #1206
16-01867	5200 N Ocean Dr #1803
16-00321	3730 N Ocean Dr-property
16-00319	3730 N Ocean Dr-property
16-02361	944 10th St W
16-02174	901 7th St W
16-01265	1070 Singer Dr
16-01867	5200 N Ocean Dr #1803
16-01561	2640 Lakeshore Dr #2008
16-01310	1061 Singer Dr
16-02340	5380 N Ocean Dr #4C
16-01867	5200 N Ocean Dr #1803
16-02025	2795 Lake Dr
16-00321	3730 N Ocean Dr-property
16-02528	1241 Emerald Dr
16-02528	1241 Emerald Dr
16-02528	1241 Emerald Dr
16-01673	5200 N Ocean Dr #1203
16-02038	5070 N Ocean Dr #5C
16-02025	2795 Lake Dr
16-00319	3730 N Ocean Dr-property
16-01347	4000 N Ocean Dr #1201
16-01705	1252 Sugar Sands Blvd #132
16-02471	1601 Broadway
16-01987	313 13th St W-Lot
16-01988	301 13th St W- Lot
16-02222	1940 Ave C

16-00319	3730 N Ocean Dr-property
16-02222	1940 Ave C
16-02222	1940 Ave C

---

<b>Project Description</b>	<b>Pass/Fail Status</b>
Plumbing per plans	Pass
Add 4 gas outlets per plans 16-01652	Fail
1st rough/top out & shower pan	Pass
Plumbing Final	Pass
Plumbing/gas final	Fail
Plumbing Final	Pass
Plumbing Final	Fail
Rough	Pass
Underground	Fail
Rough in	Pass
Plumbing Rough	Pass
Rough in	Pass
Plumbing Final	Fail
Plumbing Final	Fail
Rough in	Pass
Rough in Sanitary Floor 4-6	Fail
Plumbing rough	Pass
Plumbing Final	Fail
Rough in	Pass
Sanitary rough Floors 4-6	Pass
Plumbing rough	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Rough in	Fail
Final Pool Plumbing	Fail
Rough in	Pass
Plumbing Final	Pass
Main Drain	Pass
Rough in Sanitary Drain	Fail
Rough in	Pass
Tie in sewer	Pass
Underground	Pass
Plumbing Final	Pass
Rough plumbing on Master Bathroom	Pass
Main Drain	Pass
Sanitary rough Floors 4-6	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Fail
Underground pressure test	Fail



Sanitary

Pass

Underground

Fail

\*\*went back to pass inspection

---



Inspection-Plumbing

Inspection-Plumbing                      wasn't ready

Inspection-Plumbing

• & trim

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/11/2016		2.5	Warren DeLoach
10/11/2016			Warren DeLoach
10/11/2016			Warren DeLoach
10/24/2016		2	Warren DeLoach
		4.5	Total Inspection-Mechanica
10/3/2016		8	Warren DeLoach
10/4/2016		8	Warren DeLoach
10/5/2016		8	Warren DeLoach
10/7/2016		3	Warren DeLoach
10/10/2016		8	Warren DeLoach
10/11/2016		5.5	Warren DeLoach
10/12/2016		8	Warren DeLoach
10/13/2016		8	Warren DeLoach
10/14/2016		8	Warren DeLoach
10/17/2016		5.25	Warren DeLoach
10/18/2016		7	Warren DeLoach
10/19/2016		8	Warren DeLoach
10/20/2016		8	Warren DeLoach
10/21/2016		8	Warren DeLoach
10/24/2016		6	Warren DeLoach
10/25/2016		8	Warren DeLoach
10/26/2016		8	Warren DeLoach
10/27/2016		8	Warren DeLoach
10/28/2016		8	Warren DeLoach
10/31/2016		8	Warren DeLoach
		146.75	Total Plan review-Mechanic

City Permit Number	Project Address	Project Description
16-02360	2000 Ave P- Bay 4A	
16-02240	3701 Broadway	
16-00281	2721 RJ Hendley Ave	
16-01743	4100 N Ocean Dr	Rough In
I		

Building Dept  
Building Dept  
Building Dept

Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept  
Building Dept

al



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/4/2016		4	Judson Dulany
10/4/2016			Judson Dulany
10/10/2016		1	Judson Dulany
		5	Total Inspection-Structura
10/7/2016		1.5	Judson Dulany
10/13/2016		1	Judson Dulany
		2.5	Total Plan Review-Structu



City Permit Number	Project Address	Project Description
16-02195	331 20th St W	
16-02009	1500 W Blue Heron Blvd	Reroof
16-01797	190 13th St E- Café	

I

16-02435	47 W 11th St	
----------	--------------	--

ral

Pass/Fail Status	Additional Staff Comments
------------------	---------------------------

Pass	Inspection-Structural
------	-----------------------

Pass	Inspection-Structural
------	-----------------------

Pass	Inspection-Structural
------	-----------------------

---

	Plan Review-Structural
--	------------------------

Pass	Plan Review-Structural
------	------------------------

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/3/2016		3.25	Armen G
10/3/2016			Armen G
10/3/2016			Armen G
10/3/2016			Armen G
10/3/2016			Armen G
10/4/2016		3.5	Armen G
10/4/2016			Armen G
10/4/2016			Armen G
10/4/2016			Armen G
10/10/2016		4.5	Armen G
10/24/2016		4	Armen G
10/24/2016			Armen G
10/24/2016			Armen G
10/24/2016			Armen G
		15.25	Total Inspection- Plumbi

City Permit Number	Project Address
16-01347	4000 N Ocean Dr #1201
16-01300	2061 Dr MLK Blvd #100
16-01091	1050 Fairview Ln
16-01906	5380 N Ocean Dr I-18B
16-01976	2800 N Ocean Dr B-10C
16-02217	5070 N Ocean Dr #7B
16-02331	5200 N Ocean Dr #1804
16-02442	2000 Ave P- Bay 4A
16-01535	7167 Interpace Rd-Property
16-02135	301 E Blue Heron Blvd
16-02540	5540 N Ocean Dr #16A
16-02222	1940 Ave C
16-02135	301 E Blue Heron Blvd

ng

Project Description	Pass/Fail Status
	Rollover
	Pass
	Pass
	Pass
	Fail
	Pass
	Pass
	Pass
	Fail
	Pass
	Pass
	Pass
	Pass

---

### Additional Staff Comments

Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

## Inspection- Plumbing

Inspection- Plumbing

Inspection- Plumbing

Inspection- Plumbing

Inspection- Plumbing

Inspection- Plumbing

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/3/2016		4	Joe Kajak
10/3/2016			Joe Kajak
10/3/2016			Joe Kajak
10/4/2016		4	Joe Kajak
10/4/2016			Joe Kajak
10/4/2016			Joe Kajak
10/4/2016			Joe Kajak
10/4/2016			Joe Kajak
10/14/2016		4	Joe Kajak
10/14/2016			Joe Kajak
10/14/2016			Joe Kajak
10/25/2016		2	Joe Kajak
10/27/2016		2	Joe Kajak
10/28/2016		6	Joe Kajak
10/28/2016			Joe Kajak
10/28/2016			Joe Kajak
10/28/2016			Joe Kajak
10/28/2016			Joe Kajak
		22	Total Inspection-Mechanical

City Permit Number	Project Address	Project Description
16-01370	4000 N Ocean Dr #1201	
16-01519	3640 N Ocean Dr #828	
16-01415	3175 Laurel Ridge Cir	
16-01901	3730 N Ocean Dr-Property	
16-00944	1309 Ave G	
16-01741	1111 Coral Way	
16-02440	3701 Broadway	
16-01370	4000 N Ocean Dr #1201	
16-02243	3117 Laurel Ridge Cir	
16-02295	1020 Pine Point Rd	
16-01622	7037 Galleon Cove Cir	
16-02548	7000 Military Trail	
16-02360	5380 N Ocean Dr- Association	
16-01370	4000 N Ocean Dr #1201	
16-02454	2650 Lakeshore Dr #2003	
16-02514	2650 Lakeshore Dr #2202	
16-02547	313 13th St W-Lot	
14-01528	1132 34th St W	





<b>Pass/Fail Status</b>	<b>Additional Staff Comments</b>
Cancelled	Inspection-Mechanical
Fail	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Fail	Inspection-Mechanical
Fail	Inspection-Mechanical
Fail	Inspection-Mechanical
Cancelled	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Fail	Inspection-Mechanical
Fail	Inspection-Mechanical

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/18/2016	10:15-4:30	5	Rick Lee
10/19/2016		5.5	Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/19/2016			Rick Lee
10/20/2016	11-1p	2	Rick Lee
10/25/2016		3	Rick Lee
10/28/2016		1	Rick Lee
		16.5	Total Plan Review - Fire

City Permit Number	Project Address
16-01785	2061 MLK Blvd
16-02309	1100 Surf Rd #214
16-02451	3309 Barack Obama
16-02455	5200 N Ocean Dr
16-01953	5050 N Ocean Dr
16-02386	1340 W 27th St
16-02451	3309 Old Dixie
16-02416	3800 N Ocean Dr #453
16-02053	2800 N Ocean Dr #20C
15-02245	1800 MLK Blvd
16-00940	6701 Garden Rd
15-02245	1836 MLK Blvd



Project Description	Pass/Fail Status	Additional Staff Comments
	Pass	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	N/A	Plan Review - Fire
	Fail	Plan Review - Fire
	Pass	Plan Review - Fire
	Fail	Plan Review - Fire
Sending comments		Plan Review - Fire
Sending comments		Plan Review - Fire

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/3/2016		7	Jim Mather
10/3/2016			Jim Mather
10/3/2016			Jim Mather
10/3/2016			Jim Mather
10/3/2016			Jim Mather
10/3/2016			Jim Mather
10/4/2016		8	Jim Mather
10/4/2016			Jim Mather
10/4/2016			Jim Mather
10/4/2016			Jim Mather
		15	Total Plan Review-Plumb

City Permit Number	Project Address	Project Description
16-02321	1436 W 37th St	
16-02304	5460 N Ocean Dr #15A	
16-02306	5460 N Ocean Dr #15A	
16-02370	2650 Lakeshore Dr #1523	
16-01842	2650 Lakeshore Dr #1523	
16-02360	5510 N Ocean Dr #1503	
16-02361	944 W 10th St	
16-02376	2650 Lakeshore Dr #1503	
16-00924	148 W 14th St	
ing		

Pass/Fail Status	Additional Staff Comments
Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
	Plan Review-Plumbing
	Plan Review-Plumbing
	Plan Review-Plumbing
	Plan Review-Plumbing

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/3/2016		4	Martha McNicholas
10/3/2016			Martha McNicholas
10/4/2016		4	Martha McNicholas
10/5/2016		6	Martha McNicholas
10/5/2016			Martha McNicholas
10/5/2016			Martha McNicholas
10/5/2016			Martha McNicholas
10/7/2016		1.5	Martha McNicholas
10/10/2016	7:30-4	8	Martha McNicholas
10/10/2016			Martha McNicholas
10/11/2016	7:30-4	8	Martha McNicholas
10/12/2016	7:30-4	8	Martha McNicholas
10/13/2016	7:30-9:30	2	Martha McNicholas
10/14/2016	7:30-4	8	Martha McNicholas
10/14/2016			Martha McNicholas
10/14/2016			Martha McNicholas
10/17/2016	7:30-4	8	Martha McNicholas
10/17/2016			Martha McNicholas
10/18/2016	7:30-4	8	Martha McNicholas
10/18/2016			Martha McNicholas
10/19/2016	7:30-4	8	Martha McNicholas
10/19/2016			Martha McNicholas
10/20/2016	7:30-4	8	Martha McNicholas
10/20/2016			Martha McNicholas
10/20/2016			Martha McNicholas
10/21/2016	9:30-4	6	Martha McNicholas
10/21/2016			Martha McNicholas
10/21/2016			Martha McNicholas
10/21/2016			Martha McNicholas
10/24/2016	7:30-4	8	Martha McNicholas
10/25/2016	9:30-4	6	Martha McNicholas
10/25/2016			Martha McNicholas
10/26/2016	7:30-11:30	4	Martha McNicholas
10/26/2016			Martha McNicholas
10/27/2016	7:30-2:30	6.5	Martha McNicholas
10/27/2016			Martha McNicholas
10/27/2016			Martha McNicholas
10/28/2016	2:30-4	1	Martha McNicholas
10/28/2016		0.5	Martha McNicholas
10/31/2016		5	Martha McNicholas
10/31/2016			Martha McNicholas
		118.5	Total Plan Review-Mechar



10/26/2016	12-4p	4	Martha McNicholas
10/27/2016	2:30-4P	1.5	Martha McNicholas
10/28/2016	7:30-10:30	3	Martha McNicholas
10/28/2016			Martha McNicholas
10/31/2016		2.5	Martha McNicholas
10/31/2016			Martha McNicholas
		11	Total Plan Review-Plumbing

10/28/2016	10:30-2:30	3.5	Martha McNicholas
10/28/2016			Martha McNicholas
10/31/2016		0.5	Martha McNicholas
		4	Total Plan Review-Electrical

City Permit Number	Project Address
Not listed	594 W 4th St Heights Community
Not listed	Cunningham Park
16-02444	2001 N Congress Ave
16-02022	5200 N Ocean Blvd
16-02309	1100 Surf Rd #214
16-01930	2721 RJ Hendley Blvd
16-02056	2800 N Ocean Dr
16-02454	2650 Lake Shore Dr #2003
15-02245	1800-1830 Dr MLK Blvd
15-02245	1800-1830 Dr MLK Blvd
16-01785	2061 Dr MLK Blvd
16-01785	2061 Dr MLK Blvd
16-02293	3551 Broadway
16-02492	1014 Via Jardin
16-02295	1020 Pine Point Rd
16-02295	1020 Pine Point Rd
16-02386	1340 W 27th St
16-02386	1340 W 27th St
16-02506	5460 N Ocean Dr #12D
16-01784	1641 W 34th St
16-00200	1691 W 26th St
16-00200	1691 W 26th St
16-02514	2650 Lakeshore Dr #2202
16-02494	5250 N Ocean Dr PH5
16-02267	5060 N Ocean Dr #101
16-01784	1641 W 34th St
16-02530	350 W 19th St
16-02529	1256 Rogate Blvd
16-01667	5150 N Ocean Dr #1601,1603
16-01667	5150 N Ocean Dr #1601,1603
16-02484	5050 N Ocean Dr #1401
16-02560	944 W 10th St
16-02386	1340 W 27th St
16-02240	5400 N Ocean Dr #7A
16-02391	1544 24th St
16-02318	1101 W 3rd St
16-02317	1009 W 9th St
16-02391	1544 24th St
16-02391	1544 24th St
16-02590	1100 Surf Rd #214

16-02571	2700 N Ocean Dr #801
16-02576	5440 N Ocean Dr #104
16-02575	1018 Aspri Way
16-02505	4200 N Ocean Dr I-1504
16-02590	1100 Surf Rd #214
16-02575	1018 Aspri Way

---

ng

16-02317	1009 W 9th St
16-02571	1018 Aspri Way
16-02575	1018 Aspri Way

---

al

[illegible]

	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing

---

	Pass	Plan Review-Electrical
spoke to contractor	Fail	Plan Review-Electrical
		Plan Review-Electrical

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/11/2016		1	Michael Merowitz
10/14/2016		2	Michael Merowitz
10/14/2016			Michael Merowitz
		3	Total Plan Review- Mechanical
10/11/2016		1.5	Michael Merowitz
10/11/2016			Michael Merowitz
10/12/2016		3	Michael Merowitz
10/12/2016			Michael Merowitz
10/12/2016			Michael Merowitz
10/13/2016		3	Michael Merowitz
10/17/2016		6.5	Michael Merowitz
10/17/2016			Michael Merowitz
10/17/2016			Michael Merowitz
10/17/2016			Michael Merowitz
10/17/2016			Michael Merowitz
10/18/2016		4	Michael Merowitz
10/18/2016			Michael Merowitz
10/19/2016		4	Michael Merowitz
10/19/2016			Michael Merowitz
10/19/2016			Michael Merowitz
10/20/2016		1	Michael Merowitz
10/25/2016		6	Michael Merowitz
10/25/2016			Michael Merowitz
		29	Total Plan Review-Plumbing
10/14/2016		6	Michael Merowitz
10/14/2016			Michael Merowitz
10/14/2016			Michael Merowitz
10/14/2016			Michael Merowitz
10/14/2016			Michael Merowitz
10/14/2016			Michael Merowitz
10/14/2016			Michael Merowitz
10/20/2016		3	Michael Merowitz
10/20/2016			Michael Merowitz
10/20/2016			Michael Merowitz
10/20/2016			Michael Merowitz
10/20/2016			Michael Merowitz

10/20/2016		Michael Merowitz
10/21/2016	1.5	Michael Merowitz
10/21/2016		Michael Merowitz
10/21/2016		Michael Merowitz
	10.5	Total Inspection-Plumbing

10/12/2016	3	Michael Merowitz
10/12/2016		Michael Merowitz
10/12/2016		Michael Merowitz
10/13/2016	4	Michael Merowitz
10/13/2016		Michael Merowitz
10/13/2016		Michael Merowitz
10/13/2016		Michael Merowitz

10/17/2016	1.5	Michael Merowitz
10/18/2016	3	Michael Merowitz
10/18/2016		Michael Merowitz
10/18/2016		Michael Merowitz
10/19/2016	2	Michael Merowitz
10/20/2016	4	Michael Merowitz
10/20/2016		Michael Merowitz
10/20/2016		Michael Merowitz
10/20/2016		Michael Merowitz
10/20/2016		Michael Merowitz
10/21/2016	0.5	Michael Merowitz
10/25/2016	2	Michael Merowitz

	20	Total Inspection-Mechanical

City Permit Number	Project Address
16-02240	5400 N Ocean Dr #7A
16-00465	1031 Gulfstream Way
16-01277	501 28th St W

16-02399	
16-02425	
16-02309	1100 Surf Rd #214
16-02377	1034 Center stone Ln
16-01953	5050 N Ocean Dr
16-01785	1 Cheney Way
16-02478	2380 Ave H W
16-02484	5050 N Ocean Dr
16-02493	3021 N Ocean Dr
16-02505	4200 N Ocean Dr #1504
16-02506	5460 N Ocean Dr #12D
16-02509	5460 N Ocean Dr #12D
16-01733	3040 Lakeshore Dr #802
16-02386	1340 W 27th St
16-00199	1691 W 26th St
16-02516	5070 N Ocean Dr #11A
16-02518	237 E Blue Heron Blvd
16-02455	5200 N Ocean Dr #1804
16-02536	7201 49th Ter N
16-02555	3000 N Ocean Dr
15-02245	1830 MLK Blvd

16-01964	5380 N Ocean Dr II-10H
16-01432	1020 Pine Point Rd
16-01763	1031 Gulfstream Way
16-02498	1031 Gulfstream Way
16-02499	1031 Gulfstream Way
16-00359	1309 Ave G
16-02217	5070 N Ocean Dr #7B
16-01043	5200 N Ocean Dr #405
16-01781	1051 Sugar Sands Blvd
16-02376	2650 Lakeshore Dr #1503
16-00964	2800 N Ocean Dr Bldg A-15C
16-02038	5070 N Ocean Dr #5C
16-02375	5050 N Ocean Dr #1502



16-02179	2721 RJ Hendley Ave
16-01741	1111 Coral Way
16-01591	1111 Coral Way
16-02179	2721 RJ Hendley Ave

---

16-01279	1160 Cabana Rd
16-01510	1022 Aspri Way
16-02257	765 5th St W
16-00514	4100 N Ocean Dr #201
16-00943	601 7th St W
16-00944	1309 Ave G
16-02433	2550 Canterbury Dr N

14-01528	1132 34th St W
16-02108	7241 Haverhill Business Park 105/108
16-02107	7241 Haverhill Business Park 109/110
16-01930	2721 RJ Hendley Ave
16-01302	1151 Pine Point Rd
16-01930	2721 RJ Hendley Ave
16-01519	3640 N Ocean Dr #828
16-01519	3640 N Ocean Dr #828
16-01643	2800 N Ocean Dr Bldg B #7D
16-02184	5200 N Ocean Dr #1803
16-02322	1436 AC Evans St
16-02548	7000 N Military Trail

---

Project Description	Pass/Fail Status
---------------------	------------------

AC Changeout	Pass
	Pass
	Pass

---

Water heater	Pass
Water heater	Pass
	Fail
	Fail
	Pass
	Fail
	Pass
	Fail
	Pass
	Fail
	Pass
	Pass
	Pass
	Fail
	Pass
	Fail
	Fail
	Pass
	Fail
	Fail

---

Rough in	Pass
Interior rough on gas line	Pass
Gas Final	Pass
Plumbing Final	Pass
Plumbing/gas Final	Pass
Plumbing Final	Pass
Rough in	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Rough in	Pass
Plumbing Final	Pass
Underground	Pass
2nd Rough	Pass

Gas Final	Pass
Rough in Gas	Pass
Rough in	Pass
Gas Final	Pass

---

AC Final	Pass
AC Final	Pass
AC Final	Pass
Final Mechanical	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass

AC Final	Fail
AC Final	Pass
AC Final	Pass
Final Hood System	Fail
AC Final	Pass
Hood Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Fail
AC Final	Pass
Rough in	Pass
Rough in	Pass

---

<b>Additional Staff Comments</b>
----------------------------------

Plan Review- Mechanical

Plan Review- Mechanical

Plan Review- Mechanical

---

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

Plan Review-Plumbing

No value on permit

Plan Review-Plumbing

---

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

---

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

---

Gas not connected

No one home









































































































#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####













#####

3













#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz

#####























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz



























#####

3

Michael Merowitz



#####

3

Michael Merowitz



#####

3

Michael Merowitz











## C.A.P. Government, Inc. - Employee Work Log

Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/10/2016		2.5	Debbie Nutter
		2.5	Total Plan Review-Elec

City Permit Number	Project Address	Project Description
16-02467	1241 Sugar Sands Blvd	
ctrical		

Pass/Fail Status	Additional Staff Comments
Plan Review-Electrical	

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/05/16	7-3:30	8	John Pearson
10/05/16			John Pearson
10/05/16			John Pearson
10/05/16			John Pearson
10/05/16			John Pearson
10/05/16			John Pearson
10/07/16		1	John Pearson
10/10/16		8	John Pearson
10/10/16			John Pearson
10/10/16			John Pearson
10/10/16			John Pearson
10/11/16		5.75	John Pearson
10/13/16		6	John Pearson
10/13/16			John Pearson
10/13/16			John Pearson
10/14/16		8	John Pearson
10/14/16			John Pearson
10/14/16			John Pearson
10/14/16			John Pearson
10/14/16			John Pearson
10/17/16	7-4:30	8	John Pearson
10/18/16	7-8:00	1	John Pearson
10/18/16	11:30-2:30	3	John Pearson
10/19/16	7-12:30	5	John Pearson
10/19/16			John Pearson
10/19/16			John Pearson
10/20/16	7-9am	2	John Pearson
10/20/16			John Pearson
10/20/16			John Pearson
10/21/16	7-9am	2	John Pearson
10/21/16			John Pearson
10/27/16	3:30-7p	3.5	John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/27/16			John Pearson
10/31/16		8	John Pearson
10/31/16			John Pearson
10/31/16			John Pearson
10/31/16			John Pearson

10/31/16			John Pearson
10/31/16			John Pearson
		69.25	Total Plan Review-Electric
10/19/16	12:30-3:30p	3	John Pearson
10/19/16			John Pearson
10/20/16	9-5:30	6	John Pearson
10/20/16			John Pearson
10/20/16			John Pearson
10/20/16			John Pearson
10/20/16			John Pearson
10/21/16	9-3:30p	6	John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/21/16			John Pearson
10/24/16	7- 4:30	9	John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/24/16			John Pearson
10/26/16	2-3:30	1.5	John Pearson
		25.5	Total Inspection-Electrical

City Permit Number	Project Address
16-02444	2001 N Congress
16-02056	2800 N Ocean Dr
16-02446	1133 W 10th
16-01930	2721 RJ Hendley
16-01664	5150 N Ocean Dr
16-01667	5150 N Ocean Dr
	Best Air Solutions
16-02053	Twin Forks
16-01785	Simmons Bldg
16-02377	Rothell Electric
15-02245	Atlantic Realty & Building
16-02467	Symbiont Service Corp
16-02452	All Electric
16-01785	Cheney Bros
16-00198	Dozier Electric
16-02478	Dozier Electric
16-02484	
16-02386	
15-02245	Atlantic Realty & Building
16-02245	Not listed
16-2245	Not listed
16-02505	4200 N Ocean Dr #1504
16-01664	5150 N Ocean Dr #1601-1603
16-02216	3875 Fiscal Ct #100
16-02344	1100 Surf Rd #214
16-02506	5460 N Ocean Dr #12D
16-01733	3040 Lakeshore Dr #802
16-02416	3800 N Ocean Dr #453
16-02416	3800 N Ocean Dr #453
16-02526	2700 N Ocean Dr I-1401
16-02240	5400 N Ocean Dr #7A
16-00796	5150 N Ocean Dr #1601
16-02560	944 W 10th St
16-02571	2700 N Ocean Dr I-801
16-02556	3000 N Ocean Dr #19H
16-02576	5440 N Ocean Dr PH104
16-02484	5050 N Ocean Dr #1401
16-02518	237 E Blue Heron Blvd Ste #2
16-01664	5150 N Ocean Dr #1601 & 1603
16-02529	1256 Rosegate Blvd
16-02492	1014 Via Jardin
16-02295	1020 Pine Point Rd



16-02500	3755 Interstate Park Rd W
16-01733	3040 Lakeshore Dr #802

al

16-00643	2320 Ave E
16-00976	5200 N Ocean Dr #1803
16-00725	5280 N Ocean Dr-Association
16-02181	1051 Sugar Sands Blvd #154
16-00965	2800 N Ocean Dr Bldg A#15C
16-01192	5200 N Ocean Dr #1803
16-00976	5200 N Ocean Dr #1803
16-01482	2721 RJ Hendley
16-00739	2721 RJ Hendley
16-02200	301 Blue Heron Blvd East
16-02457	301 Blue Heron Blvd East
16-02034	5070 N Ocean Dr #7B
16-02533	5540 N Ocean Dr #16A
16-01883	1320 Ave H
16-02402	3040 Lakeshore Dr #802
15-00706	156 11th St W
16-02428	11 Australian Ave _Lot
16-02521	5380 N Ocean Dr #II-2H
16-02110	7241 Haverhill Business Park 109/110
16-02111	7241 Haverhill Business Park 105-108
16-01881	7000 Military Trail North
16-01880	7000 Military Trail North
16-00445	3755 Interstate Park Rd W
16-01483	2721 RJ Hendley
16-00500	2721 RJ Hendley
16-02148	1940 Ave C
16-01995	801 Ave E
16-00952	1309 Ave G
16-00953	601 7th St W
16-02443	351 22nd Ct W
16-02380	2700 N Ocean Dr I-1401
15-02384	1070 Singer Dr
16-02461	1050 Fairview Ln
16-01187	1050 Fairview Ln
16-02443	351 22nd Ct W

Project Description	Pass/Fail Status
	Fail
	Fail
	Pass
	NOT REQUIRED
	Fail
	Fail
	Fail
	Fail
	Not finished
	Fail
	Not finished
	Pass
	Fail
	Fail
	Fail
	Fail
	Fail
	Pass
	Not finished
Plan Review/Completing comments	Fail
	Fail
	Fail
	Fail
	Fail
	Fail
	Fail
Email received/Corrected PR	Fail
	Pass
	Fail
	Pass
	Fail
	Fail
	Pass
	Fail
	Pass
	Fail
	Fail
	Pass
	Fail
	Fail
	Pass
	Fail
	Pass

Pass

Pass

---

Service changeout & panel relocate

Fail

Electrical per plans

Fail

200amp Electrical Service for Wireless Com

Pass

Electric per plans 16-01740

Fail

Electric for remodel 16-00868

Fail

Furnish & install fire alarm equipment

Pass

Electric for remodel 16-00437

Pass

Pass

Pass

Pass

Pass

Fail

Fail

Pass

Fail

Fail

Pass

Fail

Pass

Pass

Pass

Fail

Pass

Fail

Fail

Pass

Pass

Fail

Pass

Pass

Pass

Fail

Pass

Pass

Power release forms

---

#### Additional Staff Comments

[illegible]

## Plan Review-Electrical

**C.A.P. Government, Inc. - Employee Work Log****Invoice:**

<b>Date</b>	<b>Time</b>	<b>Number of Hours Worked</b>	<b>Employee Name</b>	<b>City Permit Number</b>
10/4/2016	11:30-1:30	2	Tony Russo	16-00924
10/4/2016			Tony Russo	16-02431
10/4/2016			Tony Russo	16-02444
10/5/2016	7:30-12p	4.5	Tony Russo	16-02022
10/5/2016			Tony Russo	16-01785
10/5/2016			Tony Russo	16-02137
10/5/2016			Tony Russo	16-01664
10/5/2016			Tony Russo	16-02388
10/5/2016			Tony Russo	16-02394
10/5/2016			Tony Russo	16-02358
10/5/2016			Tony Russo	16-02387
10/5/2016			Tony Russo	16-01923
10/5/2016			Tony Russo	16-02421
10/7/2016		1	Tony Russo	
10/10/2016	7:30-12:30	5	Tony Russo	16-02046
10/10/2016			Tony Russo	16-02080
10/10/2016			Tony Russo	16-02429
10/10/2016			Tony Russo	16-02437
10/10/2016			Tony Russo	16-02420
10/10/2016			Tony Russo	16-02053
10/10/2016			Tony Russo	15-03026
10/11/2016	7:30-12:30	5	Tony Russo	15-03026
10/11/2016			Tony Russo	16-02309
10/11/2016			Tony Russo	16-01929
10/11/2016			Tony Russo	16-02312
10/11/2016			Tony Russo	16-02245
10/11/2016			Tony Russo	16-01927
10/11/2016			Tony Russo	16-01934
10/11/2016			Tony Russo	16-02293
10/11/2016			Tony Russo	16-02455

10/11/2016			Tony Russo	16-02416
10/11/2016			Tony Russo	16-02245
10/11/2016			Tony Russo	16-01953
10/12/2016	7:30-11:30	4	Tony Russo	15-02245
10/13/2016	7:30-8:30	5	Tony Russo	
10/13/2016			Tony Russo	16-01785
10/14/2016	7:30-12:30	5	Tony Russo	16-01785
10/14/2016			Tony Russo	16-02451
10/14/2016			Tony Russo	16-02249
10/14/2016			Tony Russo	16-02475
10/14/2016			Tony Russo	16-02338
10/14/2016			Tony Russo	16-02478
10/14/2016			Tony Russo	16-02484
10/17/2016		3.5	Tony Russo	16-02386
10/17/2016			Tony Russo	16-01733
10/18/2016	7:30-8:30	1	Tony Russo	16-02506
10/18/2016			Tony Russo	16-00228
10/19/2016	7:30-11:30	4	Tony Russo	16-02520
10/19/2016			Tony Russo	16-00198
10/19/2016			Tony Russo	16-02518
10/19/2016			Tony Russo	16-02517
10/20/2016	7:30-11:30	0.75	Tony Russo	16-02053
10/20/2016		0.75	Tony Russo	16-01653
10/21/2016	7:30-12:30	3	Tony Russo	16-02053
10/24/2016	7:30-12:30	2	Tony Russo	16-02543
10/24/2016			Tony Russo	16-02545
10/24/2016			Tony Russo	16-02549
10/24/2016			Tony Russo	16-02550
10/24/2016			Tony Russo	16-02538
10/24/2016			Tony Russo	16-02539
10/24/2016			Tony Russo	16-02542
10/24/2016			Tony Russo	16-02534
10/25/2016	7:30-12:00	4.5	Tony Russo	16-02060
10/25/2016			Tony Russo	16-02545

10/25/2016			Tony Russo	16-02550
10/25/2016			Tony Russo	16-02338
10/25/2016			Tony Russo	16-02288
10/25/2016			Tony Russo	16-02549
10/25/2016			Tony Russo	16-02525
10/25/2016			Tony Russo	16-01740
10/25/2016			Tony Russo	16-02247
10/25/2016			Tony Russo	16-02248
10/26/2016	7:30-12:30	5	Tony Russo	16-02352
10/26/2016			Tony Russo	16-02553
10/26/2016			Tony Russo	16-02265
10/26/2016			Tony Russo	16-02338
10/26/2016			Tony Russo	16-02483
10/26/2016			Tony Russo	16-02555
10/27/2016	7:30-9:30	2	Tony Russo	16-02128
10/27/2016			Tony Russo	16-02421
10/27/2016			Tony Russo	16-02386
10/27/2016			Tony Russo	16-02453
10/28/2016	7:30-12:30	5	Tony Russo	16-02128
10/28/2016			Tony Russo	16-02553
10/28/2016			Tony Russo	16-02566
10/28/2016			Tony Russo	16-01740
10/28/2016			Tony Russo	16-02549
10/28/2016			Tony Russo	16-02572
10/28/2016			Tony Russo	16-02247
10/28/2016			Tony Russo	16-02248
10/28/2016			Tony Russo	16-02563
10/31/2016	7:30-11:30	4	Tony Russo	16-02562
10/31/2016			Tony Russo	15-03051
10/31/2016			Tony Russo	16-01733
10/31/2016			Tony Russo	16-00678
10/31/2016			Tony Russo	16-02416



Project Address	Project Description	Pass/Fail Status
148 W 14th Ct		Fail
2700 N Ocean Dr		Pass
2001 N Ocean Ste F		Fail
5200 N Ocean Dr	Parking deck	Pass
2061 MLK Blvd	Foundation only	Fail
833 W 5th St	Roof	Pass
5150 N Ocean Dr 1601/1603		N/A
1200 Bimini Lane	Roof	Fail
2547 Canterbury	Doors	Pass
154 W 24th St	Doors	Pass
2721 RJ Hendley	Light Pole	Pass
1400 Broadway	Mansard	Pass
600 W037th St	Roof	
2800 N Ocean Dr #20D	Remodel	Pass
WAWA	Signs	Back to Riviera
2420 Ave H W	Windows	Pass
935 W 15th St	Re-roof	Fail
1143 W 26th St	Site Wall	Fail
2800 N Ocean Dr #20C	Remodel	Fail
598 6th St W	Revision	Fail
598 6th St W	Bracket Revision	Fail
1100 Surf Rd #214		Fail
1400 Broadway		Fail
Cheney Brothers	Meeting with Builder	
Cold Storage	Meeting with Designer	
Cunningham Park	Restrooms	
Cunningham Park		
3551 Broadway	McDonald's	Fail
5200 N Ocean Dr #1804	Bathroom	Fail

3800 N Ocean Dr #453	Doors-Interior	Fail
1836 MLK	Cold storage	Fail
5050 N Ocean Dr #1502		Fail
1800 Dr MLK- Atlantic Realty	Cold storage	
3100 N Ocean Dr	Amrit Wellness	Fail
2061 Dr MLK	Cheney	Fail
2061 Dr MLK	Cheney	Fail
3309 Pres. Barack Obama	Re-roof	Fail
1201 Singer Dr	Roof	Pass
1110 Fairview Dr	Garage Door	Pass
3021 N Ocean Dr	Landscaping	Fail
2830 Ave H W	Kitchen	Pass
5050 N Ocean Dr #1401	Condo alterations	Pass
1340 W 27th St		Fail
3040 Lakeshore Dr #802		Fail
5460 N Ocean Dr #12D	Condo alterations	Pass
2831 Ave S	Roof	
1100 Surf Rd #214	Windows/doors	Fail
1691 W 26th St	Fire Damage	Fail
237 E Blue Heron #2	ADA	Fail
430 W 37th St	Roof	Pass
2800 N Ocean Dr #20-CA	3rd review-no plans attached	Fail
5050 N Ocean Dr #1502		Pass
5050 N Ocean Dr	Sent comments	Fail
1161 W 33rd St	Windows	Pass
5250 N Ocean Dr 15-5	Doors	Fail
191 Shore Dr	Fencing	Fail
4444 Leo Lane		Fail
2650 Lakeshore Dr #2405	Flooring	Pass
3021 N Ocean Dr	Interior frame & door	Fail
1140 S Harbor Dr	Windows/doors	Pass
141 18th St		Pass
3021 N Ocean Dr	Doors-entered comments	Fail
5250 N Ocean Dr 15-5	Doors-entered comments	Fail

4444 Leo Lane	Fencing-entered comments	Fail
3021 N Ocean Dr	Landscaping/ADA-entered comments	Fail
2831 Ave S	Roof- called contractor	Pass
191 Shore Dr	Fence-entered comments	Fail
5380 N Ocean Dr H10	Windows	Fail
1051 Sugar sands H15	Door	Fail
2011 Bonisle Cir	Windows	Fail
1620 W 12th Ct	Windows	Fail
3600 N Ocean Dr #302	Doors/windows	Pass
2640 Lakeshore Dr #607	Drywall & floor	Fail
561-961-4884 X101	ADA requirements	
3021 N Ocean Dr	Scope of work	
757 W 4th St	Fence	Pass
3000 N Ocean Dr #19H		
Phone-	Tracey-Pool	
600 S 37th St	Roof	Fail
1340 W 27th St	Spoke to contractor	Fail
160 Riviera Dr	Tiki hut	Fail
Vista Pools	Sent new comments	
2640 Lakeshore Dr #607	Called contractor	
3080 Casa Rio Ct		Fail
1051 Sugar sands H15	Door-corrections	Pass
191 Shore Dr	Fence	Fail
1581 W 15th St	Roof	Fail
2011 Bonisle Cir	Windows/doors	Pass
1620 W 12th Ct	Windows/doors	Fail
1641 W 13th St	Windows	Fail
1056 27th St W	Windows	Fail
49 Ter N	Cert of Occupancy-corrected	
3040 Lakeshore Dr #802	Revision	Pass
1050 Fairview Ln	Revision	Fail
3800 N Ocean Dr #453	Rated doors-Interior	Pass

---

### Additional Staff Comments

[illegible]

[illegible]

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
10/3/2016		8	Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/3/2016			Jim Sugg
10/19/2016		2	Jim Sugg
		10	Total Plan Review-Electrical

City Permit Number	Project Address
16-02022	5200 N Ocean Dr
16-02420	11 Australian Ave
16-01977	1103 Via Jardin
16-02305	1100 Surf Rd
16-02423	3800 N Ocean Dr
16-02425	5113 Elpine Way
16-02399	2332 Z Terr
	594 W 4th St-Comm Center
16-02323	1436 W 37th St



Project Description	Pass/Fail Status
	Pass
	Pass
	Pass
	N/A
	N/A
	N/A
	Pass
	Pass

<b>Additional Staff Comments</b>
----------------------------------

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical

---

**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

Peter Ringle  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

December 8, 2016  
Project No: 000127000.00  
Invoice No: 0004139

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from November 1, 2016 to November 30, 2016****Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner	86.00	75.00	6,450.00
Electrical Plans Examiner	96.50	75.00	7,237.50
Mechanical Plans Examiner	235.50	75.00	17,662.50
Plumbing Plans Examiner	54.00	75.00	4,050.00
Fire Plans Examiner	20.75	75.00	1,556.25
Structural Inspector	115.50	65.00	7,507.50
Electrical Inspector	42.00	65.00	2,730.00
Mechanical Inspector	48.50	65.00	3,152.50
Plumbing Inspector	153.00	65.00	9,945.00
Totals	851.75		60,291.25
<b>Total Labor</b>			<b>60,291.25</b>

**Additional Fees**

Building Official Serv. (Oct. 31- Nov 4)	1,600.00
Building Official Services (Nov. 7-11)	1,600.00
Building Official Services (Nov. 14-18)	1,600.00
Building Official Services (Nov. 21-30)	1,600.00
<b>Total Additional Fees</b>	<b>6,400.00</b>

**Total this Invoice \$66,691.25**

**Outstanding Invoices**

Number	Date	Balance
0003981	10/10/2016	3,500.00
0004024	11/15/2016	62,611.25
<b>Total</b>		<b>66,111.25</b>

**Total Now Due \$132,802.50**

Authorized  
By:

Date: 12/8/16

Mr. Carlos Penin, PE

# Billing Backup

Thursday, December 8, 2016

C.A.P. Government, Inc.

Invoice 0004139 Dated 12/8/2016

1:51:01 PM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01567	Dulany, Judson	11/30/2016	8.00	75.00	600.00
01629	Hawke, David	11/17/2016	5.00	75.00	375.00
01629	Hawke, David	11/18/2016	4.00	75.00	300.00
01629	Hawke, David	11/21/2016	4.00	75.00	300.00
01629	Hawke, David	11/22/2016	5.00	75.00	375.00
01629	Hawke, David	11/23/2016	4.00	75.00	300.00
01629	Hawke, David	11/30/2016	4.50	75.00	337.50
01543	McNicholas, Martha	11/15/2016	1.00	75.00	75.00
01543	McNicholas, Martha	11/16/2016	1.00	75.00	75.00
01543	McNicholas, Martha	11/17/2016	4.00	75.00	300.00
01557	Russo, Anthony	11/1/2016	4.50	75.00	337.50
01557	Russo, Anthony	11/2/2016	5.00	75.00	375.00
01557	Russo, Anthony	11/3/2016	5.00	75.00	375.00
01557	Russo, Anthony	11/4/2016	5.00	75.00	375.00
01557	Russo, Anthony	11/7/2016	6.00	75.00	450.00
01557	Russo, Anthony	11/8/2016	4.50	75.00	337.50
01557	Russo, Anthony	11/10/2016	8.50	75.00	637.50
01557	Russo, Anthony	11/11/2016	5.00	75.00	375.00
01557	Russo, Anthony	11/14/2016	2.00	75.00	150.00
Electrical Plans Examiner					
01627	Pearson, John	11/1/2016	6.00	75.00	450.00
01627	Pearson, John	11/2/2016	8.00	75.00	600.00
01627	Pearson, John	11/3/2016	8.00	75.00	600.00
01627	Pearson, John	11/4/2016	8.00	75.00	600.00
01627	Pearson, John	11/7/2016	8.00	75.00	600.00
01627	Pearson, John	11/8/2016	6.00	75.00	450.00
01627	Pearson, John	11/9/2016	8.00	75.00	600.00
01627	Pearson, John	11/10/2016	8.00	75.00	600.00
01627	Pearson, John	11/11/2016	8.00	75.00	600.00
01627	Pearson, John	11/14/2016	4.00	75.00	300.00
01627	Pearson, John	11/15/2016	2.00	75.00	150.00
01627	Pearson, John	11/16/2016	3.00	75.00	225.00
01627	Pearson, John	11/17/2016	1.00	75.00	75.00
01627	Pearson, John	11/23/2016	3.50	75.00	262.50
01627	Pearson, John	11/28/2016	8.00	75.00	600.00
01627	Pearson, John	11/29/2016	2.00	75.00	150.00
01627	Pearson, John	11/30/2016	5.00	75.00	375.00
Mechanical Plans Examiner					
01614	Deloach, Warren	11/1/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/2/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/3/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/4/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/7/2016	8.00	75.00	600.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004139
01614	Deloach, Warren	11/8/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/9/2016	6.00	75.00	450.00
01614	Deloach, Warren	11/10/2016	6.00	75.00	450.00
01614	Deloach, Warren	11/14/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/15/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/16/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/17/2016	5.50	75.00	412.50
01614	Deloach, Warren	11/18/2016	6.00	75.00	450.00
01614	Deloach, Warren	11/21/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/22/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/23/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/28/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/29/2016	8.00	75.00	600.00
01614	Deloach, Warren	11/30/2016	8.00	75.00	600.00
01543	McNicholas, Martha	11/1/2016	6.00	75.00	450.00
01543	McNicholas, Martha	11/2/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/3/2016	4.50	75.00	337.50
01543	McNicholas, Martha	11/4/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/7/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/8/2016	6.00	75.00	450.00
01543	McNicholas, Martha	11/9/2016	4.00	75.00	300.00
01543	McNicholas, Martha	11/10/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/11/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/14/2016	4.00	75.00	300.00
01543	McNicholas, Martha	11/15/2016	3.50	75.00	262.50
01543	McNicholas, Martha	11/16/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/17/2016	3.50	75.00	262.50
01543	McNicholas, Martha	11/18/2016	6.00	75.00	450.00
01543	McNicholas, Martha	11/21/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/23/2016	6.00	75.00	450.00
01543	McNicholas, Martha	11/28/2016	8.00	75.00	600.00
01543	McNicholas, Martha	11/29/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/30/2016	4.50	75.00	337.50
Plumbing Plans Examiner					
01543	McNicholas, Martha	11/1/2016	2.00	75.00	150.00
01543	McNicholas, Martha	11/2/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/3/2016	3.50	75.00	262.50
01543	McNicholas, Martha	11/4/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/7/2016	1.00	75.00	75.00
01543	McNicholas, Martha	11/8/2016	2.00	75.00	150.00
01543	McNicholas, Martha	11/9/2016	2.00	75.00	150.00
01543	McNicholas, Martha	11/10/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/11/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/14/2016	4.00	75.00	300.00
01543	McNicholas, Martha	11/15/2016	3.50	75.00	262.50
01543	McNicholas, Martha	11/16/2016	2.00	75.00	150.00
01543	McNicholas, Martha	11/17/2016	.50	75.00	37.50
01543	McNicholas, Martha	11/18/2016	2.00	75.00	150.00
01543	McNicholas, Martha	11/21/2016	3.00	75.00	225.00
01543	McNicholas, Martha	11/23/2016	6.00	75.00	450.00
01543	McNicholas, Martha	11/29/2016	5.00	75.00	375.00
01543	McNicholas, Martha	11/30/2016	3.50	75.00	262.50

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004139
Fire Plans Examiner					
01628	Lee, Selwyn	11/7/2016	1.00	75.00	75.00
01628	Lee, Selwyn	11/8/2016	2.00	75.00	150.00
01628	Lee, Selwyn	11/9/2016	3.50	75.00	262.50
01628	Lee, Selwyn	11/15/2016	3.00	75.00	225.00
01628	Lee, Selwyn	11/18/2016	1.50	75.00	112.50
01628	Lee, Selwyn	11/21/2016	3.00	75.00	225.00
01628	Lee, Selwyn	11/22/2016	1.75	75.00	131.25
01628	Lee, Selwyn	11/29/2016	3.50	75.00	262.50
01628	Lee, Selwyn	11/30/2016	1.50	75.00	112.50
Structural Inspector					
01632	Brooks, Jonathan	11/1/2016	4.50	65.00	292.50
01632	Brooks, Jonathan	11/3/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/4/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/7/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/8/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/9/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/10/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/14/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/15/2016	6.50	65.00	422.50
01632	Brooks, Jonathan	11/18/2016	8.50	65.00	552.50
01632	Brooks, Jonathan	11/23/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/28/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/29/2016	8.00	65.00	520.00
01632	Brooks, Jonathan	11/30/2016	8.00	65.00	520.00
01567	Dulany, Judson	11/2/2016	8.00	65.00	520.00
Electrical Inspector					
01627	Pearson, John	11/14/2016	4.00	65.00	260.00
01627	Pearson, John	11/15/2016	6.00	65.00	390.00
01627	Pearson, John	11/16/2016	5.00	65.00	325.00
01627	Pearson, John	11/17/2016	7.00	65.00	455.00
01627	Pearson, John	11/18/2016	8.00	65.00	520.00
01627	Pearson, John	11/21/2016	8.00	65.00	520.00
01627	Pearson, John	11/23/2016	2.00	65.00	130.00
01627	Pearson, John	11/29/2016	2.00	65.00	130.00
Mechanical Inspector					
01614	Deloach, Warren	11/9/2016	2.00	65.00	130.00
01614	Deloach, Warren	11/10/2016	2.00	65.00	130.00
01614	Deloach, Warren	11/17/2016	2.50	65.00	162.50
01614	Deloach, Warren	11/18/2016	2.00	65.00	130.00
01592	Kajak, Joseph	11/1/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/2/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/4/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/14/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/16/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/21/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/22/2016	5.00	65.00	325.00
01592	Kajak, Joseph	11/23/2016	3.00	65.00	195.00
01592	Kajak, Joseph	11/29/2016	4.00	65.00	260.00
01592	Kajak, Joseph	11/30/2016	4.00	65.00	260.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004139
Plumbing Inspector						
01610	Chapman, Kevin	11/1/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/2/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/3/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/4/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/7/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/8/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/9/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/10/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/11/2016	5.00	65.00	325.00	
01610	Chapman, Kevin	11/14/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/15/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/16/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/17/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/21/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/22/2016	6.00	65.00	390.00	
01610	Chapman, Kevin	11/23/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/28/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/29/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	11/30/2016	8.00	65.00	520.00	
01616	Guendjoian, Armen	11/18/2016	6.00	65.00	390.00	
Totals			851.75		60,291.25	
Total Labor						60,291.25
Total this Project						\$60,291.25
Total this Report						\$60,291.25

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name	City Permit Number
11/1/2016	7:30-12	4.5	Tony Russo	16-02603
				16-02580
				16-02589
				16-01567
				16-02599
				16-02605
				16-02604
				16-02545
				16-02562
				16-02567
11/2/2016	7:30-12:30	5	Tony Russo	16-01258
				16-02080
				16-02088
				16-02084
				16-02090
				16-02086
				16-02082
				16-02455
				16-01830
				16-02525
11/3/2016	7:30-12:30	5	Tony Russo	16-02613
				16-02051
				16-02626
				16-02607
				16-02622
				16-02623
				16-02624
				16-02610



11/4/2016	7:30-12:30	5	Tony Russo	16-01567 16-02455 16-02343 16-02555 16-02619 16-02777 16-02368 16-02367 16-02563
11/7/2016	7:30-1:30	6	Tony Russo	16-02566 16-01476 16-02080 16-02614 16-02642
11/8/2016	7:30-12:00	4.5	Tony Russo	16-02634 16-02367 16-02368 16-02463 16-02464 16-02410 16-02562 16-02281
11/10/2016	7:30-4:00	8.5	Tony Russo	16-02580 16-02248 16-02410 16-01903 16-02051 16-02580 16-02453 16-02574 16-02245
11/11/2016	7:30-12:30	5	Tony Russo	16-02245 16-02574 16-02639

11/14/2016 7:30-9:30 2 Tony Russo

16-00099  
16-02638  
16-02654  
16-02594  
16-02653  
16-02650  
16-01406

Project Address	Project Description	Pass/Fail Status
3400 N Ocean Dr #608	Water Damage	Fail
5070 N Ocean Dr #6C	Flooring	Fail
1051 Sugar Sands Blvd #152	Windows	Pass
1201 Bimini Lane	Revision-called contractor	
5380 N Ocean Dr #I-22B		
1748 Essex Ln	Shutters	Pass
3110 Surf Way #6	Windows	Pass
5250 N Ocean Dr #15 S	Doors	Pass
1622 W 25th St	Windows	Fail
1622 W 25th St	Roof	Fail
	Review New Chapter One	
2000 Ave P	Tenant Build Out	Pass
WAWA-Blue Heron & Garden Rd	Sign	Fail
7289 Garden Rd	Sign	Fail
7289 Garden Rd	Sign	Fail
7289 Garden Rd	Sign	Pass
7289 Garden Rd	Sign	Pass
7289 Garden Rd	Sign	Fail
5200 N Ocean Dr	Called contractor-waiting for corrections	
1104 26th St W		
WAWA-Blue Heron & Garden Rd	Meet with Contractor	
5380 N Ocean Dr #H10	Windows	Pass
2640 Lakeshore Dr #2509	Flooring	Pass
4145 Blue Heron Blvd	Missing Application	
3161 Ave F	Shutters	Pass
1062 Center Stone Ln	Solar panels	Fail
3400 N Ocean Dr #304	Door	Fail
3400 N Ocean Dr #307	Door	Fail
3400 N Ocean Dr #606	Door	Fail
1190 Singer	Garage Door	Pass

1201 Bimini Lane	Deck Revision	Fail
5200 N Ocean Dr #1804	Tried to call	
5510 N Ocean Dr #11D		
3000 N Ocean Dr #19	Condo Reno	Pass
800 W 1st St	Windows	Pass
2001 N Congress #F		Fail
3611 Ardmore Way	Dock/seawall	Fail
3611 Ardmore Way	Dock/seawall	Fail
1641 13th St	Windows	Pass
3080 Casa Rio	Shutters	Pass
4000 N Ocean Dr	Bucks	Fail
7289 Garden Rd	Sign	Pass
2655 N Ocean Dr	Louvers Elevation	Fail
3065 Casa Rio	Tile Roof	Pass
1268 Dr MLK Blvd	Cabinets only	Pass
3611 Ardmore Way	Dock,caps, wall	Pass
3611 Ardmore Way	Dock,caps, wall	Pass
5380 N Ocean Dr	sent to engineering	Pass
5380 N Ocean Dr	sent to engineering	Pass
301 W 15th St	Addition	Fail
1056 27th St W	Windows	Pass
3610 Ave H West	Roof	Pass
5070 N Ocean Dr		Pass
1620 W 12th Ct		Fail
301 W 15th St		Fail
1093 W 28th St		Fail
4145 Blue Heron Blvd		Pass
5070 N Ocean Dr		Pass
160 Riviera Dr		Pass
2520 Maniki Dr		Fail
1800 MLK Blvd		Fail
1800 MLK Blvd		Fail
2520 Maniki Dr		Fail
2401 Park Ave #3		Fail

7289 Garden Rd	Fail
5480 N Ocean Dr B-7C	Fail
1333 W 24th St	Pass
5080 N Ocean Dr #11C	Pass
174 NW 8th St	Pass
1221 Dolphin Rd	Pass
221 W 24th St	Fail

<b>Additional Staff Comments</b>
----------------------------------

Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural

Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural

Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural

Plan Review- Structural  
Plan Review- Structural

Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural  
Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural

## Plan Review- Structural



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/2016		6	Martha McNicholas
		2	Martha McNicholas
11/2/2016		5	Martha McNicholas
		3	Martha McNicholas
11/3/2016		4.5	Martha McNicholas
		3.5	Martha McNicholas
11/4/2016		5	Martha McNicholas
		3	Martha McNicholas
11/7/2016		1	Martha McNicholas
		5	Martha McNicholas
11/8/2016		2	Martha McNicholas
		6	Martha McNicholas

11/9/2016	2	Martha McNicholas
	4	Martha McNicholas
11/10/2016	5	Martha McNicholas
	3	Martha McNicholas
11/11/2016	3	Martha McNicholas
	5	Martha McNicholas
11/14/2016	4	Martha McNicholas
11/14/2016	4	Martha McNicholas
11/15/2016	3.5	Martha McNicholas
11/15/2016	3.5	Martha McNicholas
11/15/2016	1	Martha McNicholas
11/16/2016	5	Martha McNicholas

11/16/2016	2	Martha McNicholas
11/16/2016	1	Martha McNicholas
11/17/2016	3.5	Martha McNicholas
11/17/2016	0.5	Martha McNicholas
11/17/2016	4	Martha McNicholas
11/18/2016	6	Martha McNicholas
11/18/2016	2	Martha McNicholas
11/21/2016	5	Martha McNicholas
11/21/2016	3	Martha McNicholas
11/23/2016	6	Martha McNicholas

11/23/2016	6	Martha McNicholas
11/28/2016	8	Martha McNicholas
11/29/2016	3	Martha McNicholas
11/29/2016	5	Martha McNicholas
11/30/2016	4.5	Martha McNicholas
11/30/2016	3.5	Martha McNicholas

City Permit Number	Project Address
16-00678	1050 Fairview Ln
16-01567	1201 Bimini Ln
16-02579	5460 N Ocean Dr #12D
16-015767	1201 Bimini Ln
16-02289	5080 N Ocean Dr #19C
16-02386	4200 N Ocean Dr #204
16-02410	301 W 15th St
16-02579	5460 N Ocean Dr #12D
16-02484	5050 N Ocean Dr #1401
16-02410	301 W 15th St
16-01785	2061 MLK Blvd (Cheney Brothers)
16-02295	1020 Pine Point Rd
16-02628	3000 N Ocean Dr #22B
16-02285	1064 W 26th St
16-01258	2000 Ave P-3 4
16-02586	4200 N Ocean Dr #204
16-02254	3000 N Ocean Dr #19H
16-02629	5280 N Ocean Dr #3E
16-02630	5440 N Ocean Dr #51004
16-02441	2948 Ave H
16-02599	5380 N Ocean Dr I-22B
16-02617	480 W 37th St
16-02455	5200 N Ocean Dr #1804
16-02568	5070 N Ocean Dr #10C
16-02648	3000 N Ocean Dr #17A
16-02616	2655 N Ocean Dr-Building
16-02529	1256 Rosegate Blvd
16-02051	4145 Blue Heron Blvd
16-02051	4145 Blue Heron Blvd
16-02293	3551 W Broadway
16-02560	944 W 10th St
16-00678	1050 Fairview

16-02632	1040 Grand Bahamas
16-02590	1100 Surf Rd
16-02444	2001 N Congress Ave
16-01422	Singer Island
16-02590	1100 Surf Rd
16-00409	1191 Emerald Ln
16-00409	1191 Emerald Ln
16-01902	1093 W 28th St
16-02653	174 W 8th St
16-02634	1768 MLK Blvd
16-02578	350 W 27th St
16-02669	2948 Ave H West
16-02668	301 W 29th St
16-02560	944 W 10th St
16-02245	1800 MLK Blvd-Atlantic Cold Storage
16-02245	1800 MLK Blvd-Atlantic Cold Storage
16-02245	1800 MLK Blvd-Atlantic Cold Storage
16-02444	2001 Congress Ave #F
16-02574	2520 Maniki Dr
16-02545	1800 MLK (Atlantic Cold Storage)
16-02444	2001 Congress Ave #F
16-02574	2520 Maniki Dr
16-01567	1201 Bimini Ln
16-02545	1800 MLK (Atlantic Cold Storage)
16-02574	2520 Maniki Dr
16-01785	2061 MLK (Cheney Brothers)
16-02666	1025 Sugar Sands Blvd #364
16-02586	4200 N Ocean Dr #A204
16-02574	2520 Maniki Dr
16-01561	1201 Bimini Ln I #22B
16-01785	2061 MLK (Cheney Brothers)
16-02444	2001 N Congress Ave
16-02660	1250 Cabana Rd #2
16-02663	5480 N Ocean Dr A #10D
16-02567	5310 N Ocean Dr #1201

16-02681	5440 N Ocean Dr- Association
16-02689	1100 Surf Rd #211
16-02590	1100 Surf Rd #214
16-02662	5480 N Ocean Dr A #10D
16-02590	1100 Surf Rd #214
16-01567	1201 Bimini Ln
16-02666	1025 Sugar Sands Blvd #364
16-01667	5150 N Ocean Dr #1601-1603
16-00678	1050 Fairview Ln
16-02666	1025 Sugar Sands Blvd #364
16-02603	3400 N Ocean Dr #608
16-02567	1622 25th Ct
16-02614	2655 N Ocean Dr
16-02603	3400 N Ocean Dr #608
16-02688	5200 N Ocean Dr #1604
16-01406	221 W 24th St
16-02684	5310 N Ocean Dr #901
16-02590	1100 Surf Rd #214
16-02714	5070 N Ocean Dr #3A
16-02715	2915 Carvelle Dr
16-02699	1170 Sugar Sands Blvd #404
16-02590	1100 Surf Rd #214
16-02675	1270 Bimini Ln
16-02680	1683 W 9th St
16-02293	3551 Broadway
16-02644	1169 Island Rd
16-02716	5050 N Ocean Dr
16-02691	1111 Gulfstream Way
16-02644	1169 Island Rd
16-02716	5050 N Ocean Dr
16-01517	7001 Military Trail (Air Gas)
16-02386	1340 W 27th St
16-02718	3000 N Ocean Dr #20H
16-02725	5480 N Ocean Dr B #6B
16-02728	1231 W 2nd St
16-02734	5460 N Ocean Dr #8C
16-02736	5440 N Ocean Dr #804

16-02755	7970 Central Industrial Dr N
16-02717	4600 N Ocean Dr
16-02590	1100 Surf Rd #214
16-02705	1269 Bimini Ln
16-02713	3073 Casa Rio Ct
16-02712	1140 Powell Dr
16-02726	5080 N Ocean Dr #19C
16-02386	1340 W 27th St
16-02717	4600 N Ocean Dr
16-01785	2061 MLK Blvd (Cheney Brothers)
16-01785	2061 MLK Blvd (Cheney Brothers)
16-02699	1170 Sugar Sands Blvd
16-01785	2061 MLK Blvd (Cheney Brothers)
16-01733	3040 Lake Shore Dr #802
16-02024	2795 Lake Dr
16-02777	2655 Lake Dr
16-02783	4100 Napoli Lake Dr
16-02779	5420 N Ocean Dr #1006
16-02792	1051 Sugar Sands Blvd
16-02574	2570 Maniki Dr
16-02381	5050 N Ocean Dr
16-02739	4100 N Ocean Dr #1603
16-02744	4100 N Ocean Dr #2301
16-02743	4100 N Ocean Dr #1803
16-02742	4100 N Ocean Dr #1801
16-02741	4100 N Ocean Dr #2001
16-02574	2570 Maniki Dr
16-02575	1018 Aspri Way



Project Description	Pass/Fail Status	Additional Staff Comments
talked to contractor	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
talked to contractor	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
talked to contractor talked to contractor talked to contractor	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical

<p>emailed contractor talked to contractor</p> <p>talked to contractor</p>	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
<p>talked to Contractor m/c</p>	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical

	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
talked to contractor	Pass	Plan Review-Structural
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical

Activity	Pass/Fail	Plan Review
Meeting with GC Email	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
Meeting with GC Email	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/2016		6	John Pearson
11/2/2016	7-3:30	8	John Pearson

11/3/2016	7-3:30	8	John Pearson
-----------	--------	---	--------------

11/4/2016	7-3:30	8	John Pearson
-----------	--------	---	--------------

11/7/2016		8	John Pearson
-----------	--	---	--------------

11/8/2016	6	John Pearson
-----------	---	--------------

11/9/2016	8	John Pearson
11/10/2016	8	John Pearson
11/11/2016	8	John Pearson

11/14/2016	4	John Pearson
------------	---	--------------

11/14/2016	4	John Pearson
------------	---	--------------

11/15/2016	6	John Pearson
------------	---	--------------

11/15/2016	2	John Pearson
------------	---	--------------

11/16/2016	5	John Pearson
------------	---	--------------

11/16/2016	3	John Pearson
------------	---	--------------

11/17/2016	7	John Pearson
------------	---	--------------

11/17/2016	1	John Pearson
------------	---	--------------

11/18/2016	8	John Pearson
------------	---	--------------

11/21/2016	8	John Pearson
------------	---	--------------

11/23/2016	2	John Pearson
------------	---	--------------

11/23/2016	3.5	John Pearson
------------	-----	--------------

11/28/2016	8	John Pearson
------------	---	--------------

11/29/2016	2	John Pearson
------------	---	--------------

11/29/2016	2	John Pearson
------------	---	--------------

11/30/2016

5

John Pearson



City Permit Number	Project Address
--------------------	-----------------

16-02216	3875 Fiscal Ct #100
16-02444	2001 N Congress Ave #F
16-00198	1691 W 26th St
16-00201	1691 W 26th St
16-02607	1062 Center Stone Ln
16-02608	1062 Center Stone Ln
16-02590	1100 Surf Rd #214
16-02601	5380 N Ocean Dr I-22B
16-02586	4200 N Ocean Dr #A204
16-02484	5050 N Ocean Dr #1401
16-02080	7289 Garden Rd #101
16-02081	7289 Garden Rd #101
16-02090	7289 Garden Rd #101
16-02091	7289 Garden Rd #101
16-02086	7289 Garden Rd #101
16-02087	7289 Garden Rd #101
16-02416	3800 N Ocean Dr #453
16-02589	1051 Sugarland Blvd #152
16-02605	1748 Essex Ln
16-02604	3110 Surf Way #6
16-02216	3875 Fiscal Ct #100
16-02289	5080 N Ocean Dr #19C
16-02484	5050 N Ocean Dr #1401
16-02090	7289 Garden Rd
16-02091	7289 Garden Rd
16-02086	7289 Garden Rd
16-02087	7289 Garden Rd
16-02579	5460 N Ocean Dr #12D
16-02556	3000 N Ocean Dr #19H
16-02285	1064 W 26th St
16-01258	2000 Ave P #4
16-02343	5510 N Ocean Dr #11D
16-02410	301 W 15th St
16-02570	4000 N Ocean Dr 16-02570
16-01903	1093 W 28th St
16-02081	7289 Garden Rd
16-02083	7289 Garden Rd
16-02085	7289 Garden Rd
16-02089	7289 Garden Rd
16-00198	1691 W 26th St
16-02654	1333 W 24th St
16-02614	2655 N Ocean Dr

16-02615	2655 N Ocean Dr
16-02653	174 W 18th St
16-02529	1256 Rose Gate Blvd
16-02632	1040 Grand Bahama Ln
16-02526	2700 N Ocean Dr #1401A
15-02245	1800-1830 Dr MLK Blvd
16-02634	1268 Dr MLK Blvd
16-02570	4000 N Ocean Dr
15-02245	1800-1830 Dr MLK Blvd
15-02245	1800-1830 Dr MLK Blvd
15-02245	1800 Dr MLK Blvd
16-02671	2620 Lakeshore Dr
16-02679	1683 W 9th St
16-02387	2721 RJ Hendley Ave
16-01567	1201 Bimini Ln
16-00854	5550 N Ocean Dr #18C
16-01233	2061 Dr MLK Blvd
16-02695	6667 42nd Ter N
16-02377	1034 Center Stone Ln
15-2245	1800 Dr MLK Jr
16-02452	
16-02111	7241 Haverhill Business Park 105/108
16-02110	7241 Haverhill Business Park 109/110
16-02537	2655 Lake Dr #1
16-02674	36 37th St W
16-02591	4200 N Ocean Dr Bldg I #1504
16-01910	5420 N Ocean Dr #404
16-02199	5280 N Ocean Dr #PH D
16-02399	2332 Z Ter #A
16-02500	3755 Interstate Park Rd
16-01406	221 W 24th St
16-02590	1100 Surf Rd #214
16-02355	184 W 24th St
16-02643	4000 N Ocean Dr #2201
16-02199	5280 N Ocean Dr #PH D
16-02210	5280 N Ocean Dr #PH D
16-00981	2700 N Ocean Dr I #1202
16-02609	313 13th St W
16-02323	1436 AC Evans St
16-02690	3263 Scarletta Dr
16-02518	237 E Blue Heron Blvd

16-02467	1241 Sugar Sands Blvd-Clubhouse/Pool
16-01493	1099 Coral Way
15-03088	1030 Pine Point Rd
16-01613	5080 N Ocean Dr #PH C
16-02643	4000 N Ocean Dr #2201
16-02495	801 13th Ct W
16-00445	3755 Interstate Park Rd W
16-00255	2700 N Ocean Dr I #1202
16-02213	940 13th St W
16-02212	950 13th St W
16-01843	2000 Ave P- Bay 4A
16-02387	2721 RJ Hendley Ave
16-01613	5080 N Ocean Dr #PH C
16-02323	1436 AC Evans St
16-02591	4200 N Ocean Dr Bldg I #1504
16-02210	5280 N Ocean Dr #PH D
16-00854	5550 N Ocean Dr #18C
16-00255	2700 N Ocean Dr Bldg I #1202
16-01854	1319 Ave G
16-01010	1020 6th St W
16-02596	4000 N Ocean Dr
16-02500	3755 Interstate Park Rd W
16-01910	5420 N Ocean Dr #404
16-00181	1270 Bimini Ln
16-00181	1270 Bimini Ln
16-02026	2795 Lake Dr
16-02181	1051 Sugar Sands Blvd #154
16-01661	3400 N Ocean Dr #1206
16-01661	3400 N Ocean Dr #1206
16-01904	1093 28th St W
16-01595	2947 Ave F
16-01785	2061 Dr MLK Jr Blvd
16-01785	2061 Dr MLK Jr Blvd
16-02452	3309 Old Dixie Hwy
16-02586	4200 N Ocean Dr # A 204
16-02326	1310 Australian Ave
16-02717	4600 N Ocean Dr
16-01904	1093 28th St W
16-02148	1940 Ave C

16-02731	340 Wilma Cir
16-02055	2800 N Ocean Dr #A 20 C
16-02058	2800 N Ocean Dr #A 20 D
16-02716	5050 Ocean Dr

Project Description	Pass/Fail Status
---------------------	------------------

Amendment to Chapter 1 review

Pass  
 Pass  
 Fail  
 Fail  
 Pass  
 Pass  
 Fail  
 Pass  
 Fail  
 Pass  
 Fail  
 Fail  
 Pass  
 Pass  
 Pass  
 Pass

stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans  
 stamping plans

Pass  
 Pass  
 Pass  
 Pass  
 Pass  
 Fail  
 Fail  
 Pass  
 Pass  
 Pass  
 Pass  
 Fail  
 Fail  
 Pass

contractor consultation

	Pass
	Fail
	Pass
	Fail
	Pass
	Fail
	Pass
	Pass
	Fail
	Fail
	Fail
	Pass
	Fail
	Fail
	Pass
Electrical Final	Fail
Rough In	Pass
Power release after fire	Pass
	Fail
contractor meeting	Fail
contractor meeting	
Electrical Final	Pass
Electrical Final	Pass
Rough In	Pass
Rough/Final Meter Can	Pass
Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Fail
	Pass
	Pass
	Fail
	Pass
Electrical Final	Fail
Electrical Final	Pass
Final Low Voltage	Fail
Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Fail
	Pass
	Pass

Electrical Final	Pass
Electrical Final	Fail
U/G Equal Potential Grid	Pass
Electrical Final	Fail
Electrical Final	Pass
Electrical Final	Fail
Above Ceiling Rough	Pass
Electrical Final	Pass
Rough Electric Fire Alarm	Pass
Rough Electric	Fail
Electrical Final	Pass

Pass

Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Pass
Rough Inspection	Pass
Electrical Final	Fail
Electrical Final	Pass
Power Release	Pass
Meter Check	Pass

Electrical Final	Pass
Rough Inspection above ceiling	Pass
Electrical Final	Fail
Electrical Final	Fail
Rough Inspection-water bond	Pass
Rough Inspection-water bond	Pass
Electrical Final	Pass
Rough In	Pass
Power Release	Pass
Rough Electric	Fail

Fail  
Fail

Fail

Pass  
Pass  
Pass  
Fail

	Rough in	Fail
Rough in		Fail

Fail

Fail

Fail

Fail



### Additional Staff Comments

[illegible][illegible]

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Not complete

Plan Review-Electrical  
Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

No answer

permits not on site

must use wire for neutral

Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

not ready

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Inspection-Electrical  
Inspection-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/2016	7:30-3:30	8	Kevin Chapman
11/2/2016	7-3:30	8	Kevin Chapman
11/3/2016	7-3:30	8	Kevin Chapman
11/4/2016	7-3:30	8	Kevin Chapman
11/7/2016	7-3:30	8	Kevin Chapman
11/8/2016	7-3:30	8	Kevin Chapman

11/9/2016	7-3:30	8	Kevin Chapman
11/10/2016	7-3:30	8	Kevin Chapman
11/11/2016	7-12:00	5	Kevin Chapman
11/14/2016	7-3:30	8	Kevin Chapman
11/15/2016	7-3:30	8	Kevin Chapman
11/16/2016	7-3:30	8	Kevin Chapman
11/17/2016	7-3:30	8	Kevin Chapman
11/21/2016	7-3:30	8	Kevin Chapman
11/22/2016	7-1:30	6	Kevin Chapman
11/23/2016	7-3:30	8	Kevin Chapman
11/28/2016	7-3:30	8	Kevin Chapman
11/29/2016	7-3:30	8	Kevin Chapman
11/30/2016	7-3:30	8	Kevin Chapman

City Permit Number	Project Address
16-01988	301 13th St W-Lot
16-02222	1940 Ave C
16-00319	3730 N Ocean Dr-property
16-02592	4200 N Ocean Dr I-#1504
16-02425	5113 Elpine Way
16-01914	1641 34th St W
16-02531	1330 3rd St W
16-01988	301 13th St W-Lot
16-01535	7137 Interpace Rd-Bldg A
16-00358	601 7th St W
16-00359	1309 Ave G
16-02618	2655 Lake Dr #1
16-01976	2800 N Ocean Dr Bldg B-10C
16-02493	3021 N Ocean Dr
16-02321	1436 AC Evans St
16-01987	313 13th St W-Lot
16-02620	5080 N Ocean Dr #11C
16-02440	3701 Broadway
16-01665	2800 N Ocean Dr Bldg B-#4D
16-00319	3730 N Ocean Dr-property
16-02598	1141 Fairview Ln
15-03057	1031 Gulfstream Way
16-01857	1320 Ave H
16-01987	313 13th St W-Lot
16-00319	3730 N Ocean Dr-property
16-02222	1940 Ave C
16-00358	601 7th St W
16-01988	301 13th St W-Lot
16-01857	1320 Ave H
16-02439	2425 Lake Dr- property
16-02493	3021 N Ocean Dr
15-02499	1031 Gulfstream Way
16-02598	1141 Fairview Ln
15-02498	1031 Gulfstream Way
16-02442	2000 Ave P -Bay 4A
16-02222	1940 Ave C
16-01004	1140 Harbor Dr S
16-02430	1140 Harbor Dr S
16-02449	2700 N Ocean Dr I-#1401
16-00319	3730 N Ocean Dr-property
16-02222	1940 Ave C
16-02509	5460 N Ocean Dr #12D
16-02449	2700 N Ocean Dr I-#1401

16-01914	1641 34th St W
16-02442	2000 Ave P -Bay 4A
16-01988	301 13th St W-Lot
16-00319	3730 N Ocean Dr-property
16-02579	7201 49th Ter N
16-01987	313 13th St W-Lot
16-02509	5460 N Ocean Dr #12D
16-00319	301 13th St W-Lot
16-01194	5080 N Ocean Dr #21D
16-00319	3730 N Ocean Dr-property
16-00321	3730 N Ocean Dr-property
16-02440	3701 Broadway
16-00319	3730 N Ocean Dr-property
16-02592	4200 N Ocean Dr I-#1504
16-02434	3400 N Ocean Dr #408
16-02222	1940 Ave C
16-02618	2655 Lake Dr #1
16-02220	2332 Z Ter #A
16-01923	5420 N Ocean Dr #404
16-02205	5280 N Ocean Dr #PH D
16-01305	5460 N Ocean Dr #14A
16-02123	7241 Haverhill Business Park 105/108
16-02122	7241 Haverhill Business Park 109/110
16-02321	1436 AC Evans St
16-00816	2700 N Ocean Dr I-#1202
16-02710	5070 N Ocean Dr #18C
16-02467	1241 Sugar Sands Blvd-Clubhouse/Pool
16-02737	2001 Congress Ave- Bay F
16-01159	2795 Lake Dr
16-00816	2700 N Ocean Dr I #1202
16-01903	1093 28th St W
16-02331	5200 N Ocean Dr #1804
16-01561	2640 Lakeshore Dr #2008
16-02578	350 27th St W
16-01305	5460 N Ocean Dr #14A
16-02376	2650 Lakeshore Dr #1503
16-00319	3730 N Ocean Dr-property
16-00996	156 11th St W
16-01561	2640 Lakeshore Dr #2008
16-00319	3730 N Ocean Dr-property
16-00751	337 25th St E
15-00996	156 11th St W
16-02528	1241 Emerald Dr
16-02578	350 27th St W
16-00319	3730 N Ocean Dr-property
16-01918	1319 Ave G
16-00319	3730 N Ocean Dr-property



<b>Project Description</b>	<b>Pass/Fail Status</b>
Plumbing for new home 16-01424	Pass
Floating dock standpipe sys & water	Pass
Plumbing per plans	Pass
Plumbing for kitchen remodel 16-02505	Pass
Water Heater Changeout 40 gallon	Pass
Plumbing per plans	Pass
Plumbing per plans 16-01139	Pass
1st rough/shower pan	Pass
Final backflow	Pass
Plumbing Final	Pass
Passed by different inspector	Pass
Underground	Pass
Plumbing Final	Pass
1st/2nd Rough Units 1-4 & laundry room	Pass
Rough in	Pass
1st rough/shower pan	Pass
Rough/2nd rough	Pass
Tie in sewer	Pass
Plumbing Final	Pass
Rough, 6-8th floors	Pass
Underground	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Tie in	Fail
Rough in 6-8th floors	Fail
Plumbing Final	Fail
Plumbing Final	Pass
Tie in	Pass
Plumbing Final	Pass
Rough in	Pass
Shower pans, drains & Liners-10 units	Pass
House gas	
Rough in	Pass
Backflow for irrigation	Pass
Rough & top put	Fail
Plumbing Final	Fail
Final bathroom	Pass
Rough	Pass
Rough in	Fail
Sanitary rough in	Pass
Plumbing Final	Fail
Rough Underground	Pass
Rough in	Pass

Tie in sewer	Pass
Underground	Pass
Tie in sewer	Pass
Rough in	Pass
Plumbing Final	Pass
Tie in sewer	Pass
2nd rough & shower pan	Pass
Sanitary rough in	Pass
Plumbing Final	Pass
Sanitary rough in 8-10 floors	Pass
Gas Rough- 8-10 floors	Pass
2nd rough	Pass
Rough in 8-10 floors (Units C & D each floor)	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Rough in	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Fail
Plumbing Final	Pass
Plumbing Final	Pass
Underground	Fail
Perimeter Piping	Fail
Plumbing Final	Pass
Rough	Pass
Plumbing Final	Pass
Rough In	Fail
Rough in	Fail
Plumbing Final	Pass
Plumbing Final	Pass
2nd rough 4th floor	Pass
Rough Plumbing	Fail
Rough Plumbing	Pass
2nd Rough- 4th Floor	Pass
Top out	Pass
Rough Plumbing	Pass
Plumbing Final	Pass
Rough In	Fail
2nd Rough- 4th Floor	Pass
Plumbing Final	Fail
2nd Rough- 4th Floor	Pass

## Additional Staff Comments

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Canceled

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

need to install clean out in back of house. Install vacuum breakers on

Not ready

No access-buck hoist not working

Not ready

Need to submit plumbing sub permit to install water cooler

Not ready

Leak on water supply

Not ready



all hose bibis.

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/18/2016		6	Armen G

City Permit Number	Project Address	Project Description
16-02737	2001 Congress Ave #F	Underground
15-01654	2795 Lake Dr	Tie in sewer
16-02205	5280 N Ocean Dr #PH D	Plumbing Final
16-02321	1436 AC Evans St	Plumbing Final
16-02442	2000 Ave P #4A	Plumbing Final

Pass/Fail Status	Additional Staff Comments
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/2016		4	Joe Kajak
11/2/2016		4	Joe Kajak
11/4/2016		4	Joe Kajak
11/14/2016		4	Joe Kajak
11/16/2016		4	Joe Kajak
11/21/2016		4	Joe Kajak
11/22/2016		5	Joe Kajak
11/23/2016		3	Joe Kajak
11/29/2016		4	Joe Kajak
11/30/2016		4	Joe Kajak

City Permit Number	Project Address	Project Description
16-02078	3900 Fiscal Ct-Bay 400	HVAC Changeout -Same Location
16-02612	156 11th St West	AC per plans 14-02704
16-02546	301 13th St W-Lot	Install HVAC duct system & equipment
16-02602	1050 Fairview Ln	Remodel as per plans 16-00678
16-02392	3400 N Ocean Dr #1006	AC Final
16-02419	3400 N Ocean Dr #1005	AC Final
16-02547	313 13th St W	Rough Duct
16-02558	5050 N Ocean Dr #1502	Rough
16-02472	1140 Harbor Dr S	Rough Mech
16-02043	1140 Bimini Ln	Rough Mech
15-01607	9010 Lily Bank Ct	Final AC
16-01301	2061 Dr MLK Blvd	Rough Duct
16-02285	1064 26th Ct W	AC Final
16-02322	1436 AC Evans St	AC Final
16-00890	2700 N Ocean Dr A#1202	AC Final
16-01948	5280 N Ocean Dr #PH D	AC Final
16-01067	5540 N Ocean Dr #12B	AC Final
15-02556	5540 N Ocean Dr #12B	Rough In
16-01067	5540 N Ocean Dr #12B	AC Final
16-02587	1089 Center Stone Ln	AC Final
16-02360	2000 Ave P #4A	AC Final
16-01901	3730 N Ocean Dr-property	4th floor Unit C-Rough
16-01901	3730 N Ocean Dr-property	1st floor Fire Damper
16-01919	5420 N Ocean Dr #1801	AC Final
16-02780	47 E Blue Heron Blvd	AC Final
15-02556	5540 N Ocean Dr #12B	AC Final
16-01898	5460 N Ocean Dr #14A	AC Final
16-02718	3000 N Ocean Dr #20H	AC Final
16-02426	3000 N Ocean Dr #25C	AC Final
16-02504	3000 N Ocean Dr #4G	AC Final
16-02370	3000 N Ocean Dr #8D	AC Final
16-02648	3000 N Ocean Dr #17A	AC Final
16-02666	1025 Sugar Sands Blvd #364	AC Final
16-02286	1319 Ave G	AC Final
16-02593	2084 Bonisle Cir	AC Final

Pass/Fail Status	Additional Staff Comments
------------------	---------------------------

Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	No plans or permit
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	No one home
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	No plans or permit
Fail	Inspection-Mechanical	no permit
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	
Pass	Inspection-Mechanical	

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/2016		4.5	Jonathan Brooks

11/3/2016		8	Jonathan Brooks
-----------	--	---	-----------------

11/4/2016		8	Jonathan Brooks
-----------	--	---	-----------------

11/7/2016		8	Jonathan Brooks
-----------	--	---	-----------------

11/8/2016		8	Jonathan Brooks
-----------	--	---	-----------------

11/9/2016

8

Jonathan Brooks

11/10/2016

8

Jonathan Brooks

11/14/2016

8

Jonathan Brooks

11/15/2016

6.5

Jonathan Brooks

11/18/2016

8.5

Jonathan Brooks

11/23/2016

8

Jonathan Brooks

11/28/2016

8

Jonathan Brooks

11/29/2016

8

Jonathan Brooks

11/30/2016

8

Jonathan Brooks

City Permit Number	Project Address	Project Description
16-02276	301 13th St	
16-02275	313 13th St	
15-00563	2830 Ave S- #C	
15-03026	598 6th St	
16-02007	1401 26th Ct	
16-02561	840 6th St	
16-02561	840 6th St	
09-02294	656 2nd St	
15-01611	601 7th St	
16-02358	154 24th St	
16-02532	1441 30th St	
15-01612	1309 Ave G	
16-01423	313 13th St	
16-01424	301 13th St	
16-02206	1033/1065 Silver Beach Rd	
16-02277	471 26th Ct W	
16-02007	1401 26th Ct	
16-00099	7289 Garden Rd-property	
16-00099	7289 Garden Rd-property	
16-01750	598 6th St	
15-03026	598 6th St	
16-01424	301 13th St	
16-01424	301 13th St	
16-01423	313 13th St	
16-01423	313 13th St	
16-02505	4200 N Ocean Dr I-#1504	
16-02517	430 37th St	
16-01756	650 36th St	
16-01536	1080 Powell Dr	
16-02288	2831 Ave S	
16-02288	2381 Ave S	
16-02288	2831 Ave S	
16-01797	190 13th St	
16-01797	190 13th St	
16-01996	1410 Ave E	
16-01996	1410 Ave E	
16-01797	190 13th St	
16-02288	2831 Ave S	
16-02288	2831 Ave S	
16-02288	2831 Ave S	
16-02561	840 6th St	
16-02631	1683 9th St	
16-02631	1683 9th St	



15-03026	598 6th St	
16-02543	1161 23rd St	
16-01424	301 13th St	
16-01424	301 13th St	
16-01424	301 13th St	
16-01423	313 13th St	
16-01423	313 13th St	
16-01423	313 13th St	
16-01756	650 36th St	Building Final
15-03026	598 6th St	Insulation-wall/ceiling/roof
15-00627	943 2nd St	Final Fence
16-00099	7289 Garden Rd-property	Footer
16-00099	7289 Garden Rd-property	Insulation
16-00099	7289 Garden Rd-property	Sheathing
16-01423	313 13th St	Insulation-wall/ceiling/roof
16-00923	4444 Leo Ln	Sheathing-wall
16-00923	4444 Leo Ln	Roof truss
16-000923	4444 Leo Ln	Sheathing- wall or floor
16-02009	1500 Blue Heron Blvd	Final Roof
16-02013	1596 Blue Heron Blvd	Final Roof
16-02234	4444 Leo Ln	Sheathing Roof
16-02206	1033/1065 Silver Beach Rd	Building Final
15-03026	598 6th St W	Rafters Inspection
16-02561	840 6th St	Sheathing
16-02441	1320 Forest Ln	Final Drywall
16-02312	2061 Dr MLK Blvd	Footer Steel- mono/stem/slab
16-02403	4000 Canopy Ln- Clubhouse	Final
16-02404	4000 Canopy Ln- Clubhouse	Final Shutters
16-02405	4000 Canopy Ln- Clubhouse	Shutter Final
16-02362	6500 N Military Trail	Footer Steel- mono or stem
16-02277	471 32nd St	Building Final
15-00627	943 2nd St	Building Final-Fence
16-01423	313 13th St	Framing-Tiedowns-Window-Door-Access
16-01423	313 13th St	Window & Door
16-01423	313 13th St	Drywall screw
16-01424	301 13th St	Insulation-wall/ceiling/roof
16-01424	301 13th St	Drywall screw
16-01424	301 13th St	Drywall screw
16-02234	4444 Leo Ln	Sheathing roof
16-01578	2923 Ave F	Roof truss
16-02517	430 37th St W	Tin Tag
16-02437	935 15th St W	Roof in progress
16-00316	616 1st St W	Building Final
16-01996	1410 Ave E	Beam & Column
16-02474	5173 Elpine Way	Fence Final
16-02004	2700 N Ocean Dr Bldg I#1401	Underlayment
16-02473	3000 N Ocean Dr #20D	Flooring Final

16-02177	4600 N Ocean Dr #801	Soundproofing on Balcony
16-02455	5200 N Ocean Dr #1804	Screws on cement work
16-02455	5200 N Ocean Dr #1804	Soundproofing
16-02517	430 37th St	Shingles- In progress
16-02585	733 4th St W	Tin tag and metal
16-02585	733 4th St W	Sheathing
16-02319	1436 AC Evans St	Window & Door buck
16-00099	7289 Garden Rd-property	Insulation-Wall/ceiling partial
15-01564	3755 Interstate Park Rd W	Ceiling Grid
16-00587	3400 N Ocean Dr #PH 2	Insulation- sound proofing
16-00678	1050 Fairview Ln	Drywall screw
16-01567	1201 Bimini Ln	In progress on deck
16-02063	2640 Lakeshore Dr #415	Underlayment
16-02255	3161 Ave F	Drywall screw
16-01791	3701 Broadway	Framing
16-02366	1397 AC Evans St	
16-01045	68 11th St W	Framing
16-02585	733 4th St	Final Roof
16-01258	2000 Ave P #4A	Building Final
16-01139	1330 3rd St W	Framing-Tiedowns-Window-Door-Access
16-02729	151 27th St W	Final Boarding
16-02569	1220 Emerald Dr	Footer Steel-mono/stem/slab/pool
16-01791	3701 Broadway	Partial Framing
16-02567	1622 25th Ct N	Reroof- In progress
16-02394	2547 Canterbury Dr N	In progress-change out door
16-00099	7289 Garden Rd -property	Partial Siding
16-00099	7289 Garden Rd -property	Framing-Exterior
16-00099	7289 Garden Rd -property	Sheathing-Wall Exterior
16-00099	7289 Garden Rd -property	Moisture Barrier
16-01786	227 29th St W	Building Final
16-02622	3400 N Ocean Dr #307	In progress-install sliding glass door
15-01422	3730 N Ocean Dr-property	Framing Unit 4C
16-02455	5200 N Ocean Dr #1804	Final
16-01652	1140 Bimini Ln	Drywall screw
16-01380	1190 Bimini Ln	In progress- Windows & Doors
16-02565	1211 Bimini Ln	Building Final
16-02698	2640 Lakeshore Dr #1409	Proflex for 2 bedrooms
16-01733	3040 Lakeshore Dr #802	Drywall screw
16-01131	7000 Military Trail N	
15-01564	3755 Interstate Park Rd W	
16-02312	2061 Dr MLK Blvd	
16-02567	1622 25th St	
16-02688	5200 N Ocean Dr #1604	

16-02079	5280 N Ocean Dr #PH D
16-01000	1141 Coral Way
16-02249	1201 Singer Dr
16-02639	2401 Park Ave #3
16-02276	301 13th St
16-02275	313 13th St
16-01971	237 25th St
16-02517	430 37th St
16-01571	5550 N Ocean Dr #PH B
16-01191	5460 N Ocean Dr #14a
16-01190	5460 N Ocean Dr #14a
15-01422	3730 N Ocean Dr #3
16-02622	3400 N Ocean Dr #307
16-01567	1201 Bimini Ln
16-02185	1140 Harbor Dr S
16-02639	2401 Park Ave
16-02394	2547 Canterbury Dr N
16-02234	4444 Leo Ln
16-00099	7289 Garden Rd
16-02312	2061 Dr MLK Blvd
15-01611	601 7th St
16-02682	1216 31st St
15-01612	1309 Ave G

Pass/Fail Status	Additional Staff Comments
------------------	---------------------------

Cancelled

Fail Inspection-Structural

Pass Inspection-Structural

Cancelled

Pass Inspection-Structural

Cancelled

Cancelled

Fail Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Pass Inspection-Structural

Fail Inspection-Structural

Pass Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Pass Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Fail Inspection-Structural

Cancelled

[illegible]

Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural

Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Fail	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural

Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural

Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Fail	Inspection-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/1/16		8	Warren DeLoach
11/2/16		8	Warren DeLoach
11/3/16		8	Warren DeLoach
11/4/16		8	Warren DeLoach
11/7/16		8	Warren DeLoach
11/8/16		8	Warren DeLoach
11/9/16		6	Warren DeLoach
11/9/16		2	Warren DeLoach
11/10/16		6	Warren DeLoach
		2	Warren DeLoach
11/14/16		8	Warren DeLoach
11/15/16		8	Warren DeLoach
11/16/16		8	Warren DeLoach
11/17/16		5.5	Warren DeLoach
		2.5	Warren DeLoach
11/18/16		6	Warren DeLoach
		2	Warren DeLoach
11/21/16		8	Warren DeLoach
11/22/16		8	Warren DeLoach
11/23/16		8	Warren DeLoach
11/28/16		8	Warren DeLoach
11/29/16		8	Warren DeLoach
11/30/16		8	Warren DeLoach



City Permit Number	Project Address	Project Description
16-00764	3600 N Ocean Dr #302	Building Dept
		Building Dept
		Building Dept
		Building Dept
		Building Dept
		Building Dept
		Building Dept
16-00764	3600 N Ocean Dr #302	AC Final
16-02579	5460 N Ocean Dr #12D	AC Final
16-02285	1064 26th Ct W	Building Dept
		AC Final
		AC Final
16-00593	1260 Sugar Sands Blvd #205	AC Final
16-02330	350 19th St W	Building Dept
		Building Dept
		Building Dept
		Building Dept
16-02330	350 19th St W	AC Final
16-02144	5159 Elpine Way	AC Final
16-01823	3755 Interstate Park Rd W	AC Final
16-01235	1170 Fairview Ln	AC Final
16-02360	2000 Ave P #4A	Building Dept
		AC Final
		AC Final
16-01823	3755 Interstate Park Rd W	AC Final
16-02560	944 10th St W	AC Final
16-02560	944 10th St W	Building Dept
		Building Dept
		Building Dept
		Building Dept
		Building Dept
		Building Dept

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/2/2016		8	Judson Dulany

11/30/2016

8

Judson Dulany

City Permit Number	Project Address
16-02362	6500 N Military Trail-Lot 11
16-02532	1441 30th St W
16-02007	1401 26th Ct W
16-02561	840 6th St W
16-02561	840 6th St W
16-02320	1436 AC Evans St
16-02319	1436 AC Evans St
16-02320	1436 AC Evans St
16-02276	301 13th St W- Lot
16-02275	313 13th St W- Lot
16-01423	313 13th St W- Lot
16-00316	616 1st St W
16-02707	7000 N Military Trail
15-02664	1117 N Harbor Dr
16-02518	237 E Blue Heron Blvd
16-02692	2401 Ocean Ave
16-01830	1104 26th St W
16-02060	3021 N Ocean Dr

Project Description	Pass/Fail Status
Slab on grade	Fail
Garage Final	Fail
In progress Door	Fail
Sheathing	Fail
Tin Tag	Fail
Tin tag & metal	Pass
Framing-tiedowns/window/door/accessibility	Pass
Sheathing	Pass
Tin tag	Pass
Dry in	Pass
Wire Lath	Pass
Reroof in progress	Pass
Revision	Pass
Revision	Fail
	Pass
	Pass
	Pass
	Pass

<b>Additional Staff Comments</b>
----------------------------------

Inspection-Structural

No plans or permit

Inspection-Structural

No access

Inspection-Structural

Inspection-Structural

No plans or permit- No access

Inspection-Structural

No plans or permit- No access

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Plan Review-Structural

Plan Review-Structural

NOA Missing

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/7/2016		1	Rick Lee
11/8/2016		2	Rick Lee
11/9/2016		3.5	Rick Lee
11/15/2016		3	Rick Lee
11/18/2016		1.5	Rick Lee
11/21/2016		3	Rick Lee
11/22/2016		1.75	Rick Lee
11/29/2016		3.5	Rick Lee
11/30/2016		1.5	Rick Lee

City Permit Number	Project Address	Project Description
	Cold Storage	
	Cold Storage	
	Cold Storage	
15-2285	1800 MLK Blvd	Sprinklers
16-2590	1100 Surf Rd	
	Atlantic Cold Storage	
	Atlantic Cold Storage	
16-01577	7001 Military Trail	
16-01577	7001 Military Trail	



Pass/Fail Status	Additional Staff Comments
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Pass	Plan Review-Fire
Pass	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
	Plan Review-Fire
	Plan Review-Fire

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
11/17/2016		5	David Hawke

11/18/2016		4	David Hawke
------------	--	---	-------------

11/21/2016		4	David Hawke
------------	--	---	-------------

11/22/2016		5	David Hawke
------------	--	---	-------------

11/23/2016		4	David Hawke
------------	--	---	-------------

11/30/2016		4.5	David Hawke
------------	--	-----	-------------



City Permit Number	Project Address	Project Description
16-02421	600 W 37th St	
16-02060	3021 N Ocean Dr	
16-02326	1310 Australian Ave	
16-02655	1231 Gulfstream Way	
16-02661	820 W 9th St	
16-01595	2947 Ave F	
16-01876	301 W 29th St	
16-02698	2640 Lakeshore Dr #1409	
16-02672	1269 Bimini Lane	
16-02638	5480 N Ocean Dr	
16-02732	1155 Morse Blvd	
16-02732	1155 Morse Blvd	
16-02590	1100 Surf Rd #214	
16-02595	1100 Surf Rd	
16-02665	2455 Port West Blvd	
16-01578	2923 Ave F	
16-01541	3161 Ave F	
15-00370	2795 Lake Dr	
16-02658	3425 Ave F	
16-02670	5139 Elpine Way	
16-02680	1683 W 9th St	
16-02377	1034 Center Stone Ln	
16-02696	1269 Bimini Lane	
16-02702	3915 Sunset Ln	
16-02705	1269 Bimini Lane	
16-02694	2650 Lake Dr # 601	
16-02450	1200 Bimini Ln	
16-02624	3400 N Ocean Dr #606	
16-02656	600 W Blue Heron Blvd	
16-02383	2524 Canterbury Dr N	
16-01595	2947 Ave F	
16-01879	1050 Fairview Ln	
16-02450	1200 Bimini Ln	
16-02432	1619 Broadway	
16-01785	2061 MLK Blvd	
16-02466	5339 Edenwood Ln	
16-02750	3640 N Ocean Dr #1427	
16-02724	1021 W 1st St	
16-02745	391 W 31st St	
16-02759	2417 Broadway	
16-02763	470 W 31st St	
16-02711	3575 RJ Hendley Ave	
16-02706	1127 W 28th St	

16-01977	1103 Via Jardin
16-02709	312 Canterbury Dr W
16-02717	4600 N Ocean Dr
16-02716	5050 N Ocean Dr

Pass/Fail Status	Additional Staff Comments
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural

Fail	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural

**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

Peter Ringle  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

January 13, 2017  
Project No: 000127000.00  
Invoice No: 0004194

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services

**Professional Services from December 1, 2016 to December 31, 2016**

**Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner			
Dulany, Judson	18.00	75.00	1,350.00
Hawke, David	33.00	75.00	2,475.00
Schuler, Phillip	95.00	75.00	7,125.00
Electrical Plans Examiner			
Pearson, John	95.00	75.00	7,125.00
Popescu, Adrian	64.00	75.00	4,800.00
Mechanical Plans Examiner			
Deloach, Warren	97.50	75.00	7,312.50
McNicholas, Martha	73.00	75.00	5,475.00
Plumbing Plans Examiner			
McNicholas, Martha	45.00	75.00	3,375.00
Fire Plans Examiner			
Lee, Selwyn	28.50	75.00	2,137.50
Structural Inspector			
Brooks, Jonathan	158.00	65.00	10,270.00
Dulany, Judson	8.00	65.00	520.00
Mcelvy, Thomas	30.00	65.00	1,950.00
Electrical Inspector			
Pearson, John	15.00	65.00	975.00
Mechanical Inspector			
Deloach, Warren	25.50	65.00	1,657.50
Kajak, Joseph	36.00	65.00	2,340.00
Plumbing Inspector			
Chapman, Kevin	98.00	65.00	6,370.00
Deloach, Warren	16.00	65.00	1,040.00
Kajak, Joseph	17.00	65.00	1,105.00
Totals	952.50		67,402.50
<b>Total Labor</b>			<b>67,402.50</b>

**Additional Fees**

Building Official Serv. (Dec. 1-10)	1,600.00
Building Official Services (Dec. 11-17)	1,600.00
Building Official Services (Dec. 18-24)	1,600.00
Building Official Services (Dec. 25-31)	1,600.00
<b>Total Additional Fees</b>	<b>6,400.00</b>

**Total this Invoice \$73,802.50**

Authorized  
By:

Date: 1/13/17

Mr. Carlos Penin, PE



# Billing Backup

Friday, January 13, 2017

C.A.P. Government, Inc.

Invoice 0004194 Dated 1/13/2017

3:08:58 PM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01567	Dulany, Judson	12/2/2016	6.00	75.00	450.00
01567	Dulany, Judson	12/6/2016	8.00	75.00	600.00
01567	Dulany, Judson	12/7/2016	4.00	75.00	300.00
01629	Hawke, David	12/1/2016	5.00	75.00	375.00
01629	Hawke, David	12/2/2016	4.50	75.00	337.50
01629	Hawke, David	12/5/2016	4.00	75.00	300.00
01629	Hawke, David	12/6/2016	4.00	75.00	300.00
01629	Hawke, David	12/7/2016	4.50	75.00	337.50
01629	Hawke, David	12/8/2016	4.50	75.00	337.50
01629	Hawke, David	12/13/2016	2.00	75.00	150.00
01629	Hawke, David	12/15/2016	.50	75.00	37.50
01629	Hawke, David	12/23/2016	4.00	75.00	300.00
01638	Schuler, Phillip	12/12/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/13/2016	6.00	75.00	450.00
01638	Schuler, Phillip	12/14/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/15/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/16/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/19/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/20/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/21/2016	7.00	75.00	525.00
01638	Schuler, Phillip	12/22/2016	2.00	75.00	150.00
01638	Schuler, Phillip	12/23/2016	4.00	75.00	300.00
01638	Schuler, Phillip	12/27/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/28/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/29/2016	8.00	75.00	600.00
01638	Schuler, Phillip	12/30/2016	4.00	75.00	300.00
Electrical Plans Examiner					
01627	Pearson, John	12/1/2016	5.00	75.00	375.00
01627	Pearson, John	12/2/2016	2.00	75.00	150.00
01627	Pearson, John	12/5/2016	8.50	75.00	637.50
01627	Pearson, John	12/6/2016	3.50	75.00	262.50
01627	Pearson, John	12/7/2016	8.00	75.00	600.00
01627	Pearson, John	12/8/2016	5.00	75.00	375.00
01627	Pearson, John	12/9/2016	6.00	75.00	450.00
01627	Pearson, John	12/12/2016	8.00	75.00	600.00
01627	Pearson, John	12/13/2016	4.00	75.00	300.00
01627	Pearson, John	12/15/2016	2.00	75.00	150.00
01627	Pearson, John	12/16/2016	8.00	75.00	600.00
01627	Pearson, John	12/20/2016	2.00	75.00	150.00
01627	Pearson, John	12/21/2016	5.00	75.00	375.00
01627	Pearson, John	12/23/2016	4.00	75.00	300.00
01627	Pearson, John	12/27/2016	4.00	75.00	300.00
01627	Pearson, John	12/28/2016	8.00	75.00	600.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice 0004194		
01627	Pearson, John	12/29/2016	8.00	75.00	600.00
01627	Pearson, John	12/30/2016	4.00	75.00	300.00
01599	Popescu, Adrian	12/19/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/20/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/21/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/22/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/23/2016	4.00	75.00	300.00
01599	Popescu, Adrian	12/27/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/28/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/29/2016	8.00	75.00	600.00
01599	Popescu, Adrian	12/30/2016	4.00	75.00	300.00
Mechanical Plans Examiner					
01614	Deloach, Warren	12/1/2016	4.00	75.00	300.00
01614	Deloach, Warren	12/5/2016	6.50	75.00	487.50
01614	Deloach, Warren	12/6/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/7/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/12/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/13/2016	6.00	75.00	450.00
01614	Deloach, Warren	12/14/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/15/2016	6.00	75.00	450.00
01614	Deloach, Warren	12/16/2016	5.00	75.00	375.00
01614	Deloach, Warren	12/19/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/20/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/21/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/22/2016	8.00	75.00	600.00
01614	Deloach, Warren	12/23/2016	4.00	75.00	300.00
01614	Deloach, Warren	12/29/2016	2.00	75.00	150.00
01543	McNicholas, Martha	12/1/2016	5.00	75.00	375.00
01543	McNicholas, Martha	12/5/2016	6.00	75.00	450.00
01543	McNicholas, Martha	12/6/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/7/2016	3.00	75.00	225.00
01543	McNicholas, Martha	12/8/2016	8.00	75.00	600.00
01543	McNicholas, Martha	12/9/2016	7.00	75.00	525.00
01543	McNicholas, Martha	12/12/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/13/2016	3.00	75.00	225.00
01543	McNicholas, Martha	12/14/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/15/2016	6.00	75.00	450.00
01543	McNicholas, Martha	12/16/2016	6.00	75.00	450.00
01543	McNicholas, Martha	12/19/2016	1.00	75.00	75.00
01543	McNicholas, Martha	12/20/2016	3.00	75.00	225.00
01543	McNicholas, Martha	12/21/2016	6.00	75.00	450.00
01543	McNicholas, Martha	12/22/2016	7.00	75.00	525.00
Plumbing Plans Examiner					
01543	McNicholas, Martha	12/1/2016	3.00	75.00	225.00
01543	McNicholas, Martha	12/5/2016	2.00	75.00	150.00
01543	McNicholas, Martha	12/6/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/7/2016	5.00	75.00	375.00
01543	McNicholas, Martha	12/9/2016	1.00	75.00	75.00
01543	McNicholas, Martha	12/12/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/13/2016	3.00	75.00	225.00
01543	McNicholas, Martha	12/14/2016	4.00	75.00	300.00
01543	McNicholas, Martha	12/15/2016	2.00	75.00	150.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004194
01543	McNicholas, Martha	12/16/2016	2.00	75.00	150.00	
01543	McNicholas, Martha	12/19/2016	7.00	75.00	525.00	
01543	McNicholas, Martha	12/20/2016	5.00	75.00	375.00	
01543	McNicholas, Martha	12/21/2016	2.00	75.00	150.00	
01543	McNicholas, Martha	12/22/2016	1.00	75.00	75.00	
Fire Plans Examiner						
01628	Lee, Selwyn	12/1/2016	4.50	75.00	337.50	
01628	Lee, Selwyn	12/2/2016	1.00	75.00	75.00	
01628	Lee, Selwyn	12/5/2016	3.00	75.00	225.00	
01628	Lee, Selwyn	12/8/2016	2.00	75.00	150.00	
01628	Lee, Selwyn	12/12/2016	1.00	75.00	75.00	
01628	Lee, Selwyn	12/14/2016	3.00	75.00	225.00	
01628	Lee, Selwyn	12/15/2016	1.00	75.00	75.00	
01628	Lee, Selwyn	12/16/2016	3.00	75.00	225.00	
01628	Lee, Selwyn	12/19/2016	4.00	75.00	300.00	
01628	Lee, Selwyn	12/20/2016	2.00	75.00	150.00	
01628	Lee, Selwyn	12/21/2016	2.00	75.00	150.00	
01628	Lee, Selwyn	12/22/2016	2.00	75.00	150.00	
Structural Inspector						
01632	Brooks, Jonathan	12/1/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/2/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/5/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/6/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/7/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/8/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/9/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/12/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/13/2016	6.00	65.00	390.00	
01632	Brooks, Jonathan	12/14/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/15/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/16/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/19/2016	9.00	65.00	585.00	
01632	Brooks, Jonathan	12/20/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/21/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/22/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/23/2016	3.00	65.00	195.00	
01632	Brooks, Jonathan	12/27/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/28/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/29/2016	8.00	65.00	520.00	
01632	Brooks, Jonathan	12/30/2016	4.00	65.00	260.00	
01567	Dulany, Judson	12/9/2016	8.00	65.00	520.00	
01637	Mcelvy, Thomas	12/12/2016	8.00	65.00	520.00	
01637	Mcelvy, Thomas	12/14/2016	6.00	65.00	390.00	
01637	Mcelvy, Thomas	12/16/2016	8.00	65.00	520.00	
01637	Mcelvy, Thomas	12/23/2016	4.00	65.00	260.00	
01637	Mcelvy, Thomas	12/30/2016	4.00	65.00	260.00	
Electrical Inspector						
01627	Pearson, John	12/2/2016	4.00	65.00	260.00	
01627	Pearson, John	12/6/2016	1.00	65.00	65.00	
01627	Pearson, John	12/15/2016	6.00	65.00	390.00	
01627	Pearson, John	12/27/2016	4.00	65.00	260.00	

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004194
Mechanical Inspector						
01614	Deloach, Warren	12/1/2016	4.00	65.00	260.00	
01614	Deloach, Warren	12/2/2016	8.00	65.00	520.00	
01614	Deloach, Warren	12/5/2016	1.50	65.00	97.50	
01614	Deloach, Warren	12/15/2016	2.00	65.00	130.00	
01614	Deloach, Warren	12/27/2016	2.00	65.00	130.00	
01614	Deloach, Warren	12/28/2016	1.00	65.00	65.00	
01614	Deloach, Warren	12/29/2016	5.00	65.00	325.00	
01614	Deloach, Warren	12/30/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	12/1/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	12/6/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	12/7/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	12/9/2016	8.00	65.00	520.00	
01592	Kajak, Joseph	12/13/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	12/14/2016	4.00	65.00	260.00	
01592	Kajak, Joseph	12/19/2016	1.00	65.00	65.00	
01592	Kajak, Joseph	12/20/2016	1.00	65.00	65.00	
01592	Kajak, Joseph	12/21/2016	3.00	65.00	195.00	
01592	Kajak, Joseph	12/22/2016	1.00	65.00	65.00	
01592	Kajak, Joseph	12/23/2016	2.00	65.00	130.00	
Plumbing Inspector						
01610	Chapman, Kevin	12/1/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/2/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/5/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/6/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/7/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/8/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/9/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/12/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/13/2016	6.00	65.00	390.00	
01610	Chapman, Kevin	12/14/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/15/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/16/2016	8.00	65.00	520.00	
01610	Chapman, Kevin	12/23/2016	4.00	65.00	260.00	
01614	Deloach, Warren	12/27/2016	6.00	65.00	390.00	
01614	Deloach, Warren	12/28/2016	7.00	65.00	455.00	
01614	Deloach, Warren	12/29/2016	1.00	65.00	65.00	
01614	Deloach, Warren	12/30/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	12/19/2016	3.00	65.00	195.00	
01592	Kajak, Joseph	12/20/2016	5.00	65.00	325.00	
01592	Kajak, Joseph	12/21/2016	5.00	65.00	325.00	
01592	Kajak, Joseph	12/22/2016	2.00	65.00	130.00	
01592	Kajak, Joseph	12/23/2016	2.00	65.00	130.00	
Totals			952.50		67,402.50	
Total Labor						67,402.50
Total this Project						\$67,402.50
Total this Report						\$67,402.50

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/2016		8	Jonathan Brooks

12/2/2016		8	Jonathan Brooks
-----------	--	---	-----------------

12/5/2016		8	Jonathan Brooks
-----------	--	---	-----------------

12/6/2016		8	Jonathan Brooks
-----------	--	---	-----------------

12/7/2016

8

Jonathan Brooks

12/8/2016

8

Jonathan Brooks

12/9/2016

8

Jonathan Brooks

12/12/2016

8

Jonathan Brooks

12/13/2016

6

Jonathan Brooks

12/14/2016

8

Jonathan Brooks

12/15/2016

8

Jonathan Brooks

12/16/2016

8

Jonathan Brooks

12/19/2016

9

Jonathan Brooks

12/20/2016

8

Jonathan Brooks

12/21/2016

8

Jonathan Brooks



12/22/2016

8

Jonathan Brooks

12/23/2016

3

Jonathan Brooks

12/27/2016

8

Jonathan Brooks

12/28/2016

8

Jonathan Brooks

12/29/2016	8	Jonathan Brooks
------------	---	-----------------

12/30/2016	4	Jonathan Brooks
------------	---	-----------------

---

158
-----

Total Structural Inspection
-----------------------------

City Permit Number	Project Address
16-02234	4444 Leo Ln
16-00923	4444 Leo Ln
16-02566	3080 Casa Rio Ct
16-02619	800 1st St W
16-01336	1009 9th St #A
16-01337	1009 9th St #B
16-01434	1201 Ave R
16-01564	1020 Pine Point Rd
15-01422	3730 N Ocean Dr #4C
16-02610	1190 Singer Dr
16-02542	1140 S Harbor Dr
16-01791	3701 Broadway
16-01971	237 25th St
16-02626	3161 Ave F
16-02185	1140 S Harbor Dr
16-00569	1081 Grand Bahama Ln
15-02942	2700 N Ocean Dr l#1202
16-02538	2650 Lakeshore Dr #2405
16-02658	3425 Ave F
16-01578	2923 Ave F
16-01996	1410 Ave E
16-01538	1111 Cleve H Dixon Ave
16-01131	7000 Military Trail N
16-01131	7000 Military Trail N
16-02234	4444 Leo Ln
16-02619	800 1st St W
16-02638	5480 N Ocean Dr B #7C
16-00885	5200 N Ocean Dr #405
16-02018	5010 N Ocean Dr- Fire Station #3
15-01422	3730 N Ocean Dr- property
16-02603	3400 N Ocean Dr #608
16-02177	4600 N Ocean Dr #801
16-02270	4600 N Ocean Dr #801
16-02639	2401 Park Ave- property
16-01996	1410 Ave E
16-01996	1410 Ave E
16-01996	1410 Ave E
16-01996	1410 Ave E
16-02234	4444 Leo Ln
16-00835	5200 N Ocean Dr #405
16-02566	3080 Casa Rio Ct
16-02234	4444 Leo Ln
16-01131	7000 Military Trail N

16-00099	7289 Garden Rd-property
16-00099	7289 Garden Rd-property
16-01706	2721 RJ Hendley Ave
16-02682	1216 31st St W
16-00333	1233 34th St W
16-02603	3400 N Ocean Dr #608
16-01444	160 Riviera Dr
16-01996	1410 Ave E
15-01370	337 25th St E
16-01791	3701 Broadway
16-02708	2923 Ave F
16-02708	2923 Ave F
16-02650	1221 Dolphin Rd
16-00280	3063 Casa Rio Ct
16-01929	1400 Broadway
15-02178	5070 N Ocean Dr #3A
16-02453	160 Riviera Dr
16-00533	4002 Dorado Dr
16-02794	2456 Port West Blvd #A1
05-00125	2529 Canterbury Dr N
15-01422	3730 N Ocean Dr
16-02312	2061 Dr MLK Blvd-property
16-02706	1127 28th St W
16-02706	1127 28th St W
16-02569	1220 Emerald Dr
16-02484	5050 N Ocean Dr #1401
16-01996	1410 Ave E
16-01996	1410 Ave E
14-01223	1530 24th Ct S
16-01398	1530 24th Ct S
16-02563	1641 13th St W
16-01434	1201 Ave R
16-02788	1640 Australian Ave
16-01830	1104 26th St W
16-01830	1104 26th St W
16-02638	5480 N Ocean Dr B #7C
16-01722	5420 N Ocean Dr #404
16-02329	4000 N Ocean Dr #503
16-02702	3915 Sunset Ln
16-02569	1220 Emerald Dr
16-02650	1221 Dolphin Rd
16-02566	3080 Casa Rio Ct
16-01336	1009 9th St W #A
16-01337	1009 9th St W #B
16-02789	1410 Ave E
16-01996	1410 Ave E
16-02658	3425 Ave F

16-01791	3701 Broadway
16-01337	1009 9th St #B
16-02789	1410 Ave E
16-01996	1410 Ave E
16-01996	1410 Ave E
16-02292	1606 Ave C
12-01524	901 7th St W
15-01175	1245 36th St W
16-02642	3065 Casa Rio Ct
16-02655	1231 Gulfstream Way
16-02655	1231 Gulfstream Way
16-02655	1231 Gulfstream Way
16-01634	5480 N Ocean Dr A #2D
16-01998	5420 N Ocean Dr #804
16-01098	5150 N Ocean Dr #1601
16-01099	5150 N Ocean Dr #1601
16-01100	5150 N Ocean Dr #1603
16-02603	3400 N Ocean Dr #608
16-00988	1111 Coral Way
16-02535	159 24th St E
16-00280	3063 Casa Rio Ct
16-00099	7289 Garden Rd-property
16-02727	840 6th St W
16-01336	1009 9th St W #A
16-01791	3701 Broadway
16-02706	1127 28th St W
16-02706	1127 28th St W
15-03026	598 6th St W
16-02840	1120 7th St W
16-00099	7289 Garden Rd-property
14-01223	1530 24th Ct S
16-02789	1410 Ave E
16-02292	1606 Ave C
16-02857	2650 Lakeshore Dr #2506
16-02703	237 E Blue Heron Blvd
16-02708	2923 Ave F
16-00280	3063 Casa Rio Ct
16-02605	1748 Essex Ln
16-01098	5150 N Ocean Dr #1601
16-00850	5550 N Ocean Dr #18C
16-02693	5420 N Ocean Dr #804
16-01835	1199 Emerald Dr
16-00988	1111 Coral Way
16-02309	1100 Surf Rd #214
16-02309	1100 Surf Rd #214
16-01444	160 Riviera Dr
16-02639	2401 Park Ave- property

15-01564	3755 Interstate Park Rd W
16-01055	7289 Garden Rd-property
16-01578	2923 Ave F
16-02703	237 E Blue Heron Blvd
16-00851	5550 N Ocean Dr #18C
16-02703	237 E Blue Heron Blvd
16-02789	1410 Ave E
16-02793	2457 Port West Blvd Bldg G
16-01913	1641 34th St W
16-01913	1641 34th St W
16-01055	7289 Garden Rd-property
16-01733	3040 Lakeshore Dr #802
16-02694	2650 Lakeshore Dr #601
16-01578	2923 Ave F
16-01578	2923 Ave F
16-02840	1120 7th St W
16-01913	1641 34th St W
16-01913	1641 34th St W
16-01913	1641 34th St W
16-02793	2457 Port West Blvd Bldg G
16-01828	1101 3rd St W
16-02208	1319 Ave G
16-01425	1319 Ave G
16-01907	371 20th St W
16-01769	5550 N Ocean Dr #15D
16-01634	5480 N Ocean Dr A #2D
16-01793	1040 Singer Dr
16-02309	1100 Surf Rd #214
16-02309	1100 Surf Rd #214
16-02006	2655 Lake Dr #1
15-01564	3755 Interstate Park Rd W
16-02599	5380 N Ocean Dr I #22B
15-01422	3730 N Ocean Dr
16-02994	1641 34th St W
16-02994	1641 34th St W
16-01913	1641 34th St W
15-01611	601 7th St W
14-02704	156 11th St W
16-01425	1319 Ave G
16-01907	371 20th St W
16-02759	2417 Broadway
16-02763	470 31st St W
16-02658	3425 Ave F
16-01913	1641 34th St W
16-02994	1641 34th St W
16-00923	4444 Leo Ln
16-01007	1020 6th St W

16-01007	1020 6th St W
12-01524	901 7th St W
16-02036	5070 N Ocean Dr #5C
16-02035	5070 N Ocean Dr #5C
16-00123	1270 Bimini Ln
16-02309	1100 Surf Rd #214
16-02639	2401 Park Ave- property
16-01876	301 29th St W
16-02763	470 31st St W
16-00797	5150 N Ocean Dr #1601
16-00796	5150 N Ocean Dr #1603
15-01422	3730 N Ocean Dr
16-02623	3400 N Ocean Dr #304
16-02622	3400 N Ocean Dr #307
16-02624	3400 N Ocean Dr #606
16-02723	3200 N Ocean Dr- Marriott West
16-02836	1130 Sugar Sands Blvd #389
16-02549	191 Shore Dr
16-02793	2457 Port West Blvd Bldg G
16-01653	1655 15th St W
16-02561	840 6th St W
16-02960	1205 25th St W
16-01425	1319 Ave G
15-01370	337 25th St E
16-00123	1270 Bimini Ln
16-00797	5150 N Ocean Dr #1601
16-00796	5150 N Ocean Dr #1603
16-03010	321 24th St W
16-02794	2456 Port West Blvd #A1
15-01422	3730 N Ocean Dr
16-02703	237 Blue Heron Blvd
16-02339	5380 N Ocean Dr #4C
16-01586	5380 N Ocean Dr I #20E
16-01266	3400 N Ocean Dr #1401
16-02032	5070 N Ocean Dr #7B
16-02080	7289 Garden Rd-property
16-02082	7289 Garden Rd-property
16-02084	7289 Garden Rd-property
16-02724	1021 1st St W
16-01007	1020 6th St W
16-03012	1127 28th St W
16-03010	321 24th St W
16-01876	301 29th St W
16-01578	2923 Ave F
16-02794	2456 Port West Blvd #A1
16-02642	3065 Casa Rio Ct
16-02642	3065 Casa Rio Ct

16-00099	7289 Garden Rd-property
16-02724	1021 1st St W
16-01007	1020 6th St W
16-03010	321 24th St W
16-02444	2001 Congress Ave #F
16-01913	1641 34th St W
16-02507	5460 N Ocean Dr #12D
16-02506	5460 N Ocean Dr #12D
16-01611	5080 N Ocean Dr #PH C
16-02723	3200 N Ocean Dr- Marriott West
16-02655	1231 Gulfstream Way
16-01998	5420 N Ocean Dr #804
16-02063	2640 Lakeshore Dr #415
15-01422	3730 N Ocean Dr
16-02292	1606 Ave C
16-01611	5080 N Ocean Dr #PH C
16-02060	3021 N Ocean Dr
16-02383	2524 Canterbury Dr N
16-02444	2001 N Congress Ave #F

---



Project Description	Pass/Fail Status
---------------------	------------------

Fail  
Pass  
Fail  
Fail  
Fail  
Fail  
Fail  
Fail  
Pass  
Pass  
Pass  
Pass  
Pass  
Pass

Building Final	Fail
Building Final	Pass
Building Final	Pass
Drywall Screw	Pass
Framing-tiedowns/window/door/accessib	Pass
Building Final	Pass
Building Final	Pass
Building Final	Fail
Sheathing Roof	Pass
Roof truss-tiedowns/bracing/connections	Pass
Framing-tiedowns/window/door/accessib	Pass
Drywall Screw	Fail
Tin tag and metal	Pass
Building Final	Pass
Final Shutters	Fail
Mop in progress	Pass
Drywall Screw	Pass

Insulation- wall/ceiling/roof	Pass
Framing-tiedowns/window/door/accessib	Pass
Building Final	Pass
Roof Final	Pass
Tin tag and metal	Fail
Drywall Screw	Pass
Patio Removal- in progress	Pass
Final- windows/doors	Pass
Screw for stucco/stripping for balconies	Pass
Framing-tiedowns/window/door/accessib	Fail
Sheathing Roof	Pass
Tin tag and metal	Fail
Building Final	Fail
Building Final	Fail
Building Final	Pass
Final Remodel	Pass
Roof Straps	Fail
Building Final	Pass
In Progress- reroof	Pass
Building Final	Pass
Drywall Shaft Level 7- 2nd Layer	Pass
Footer Steel-pre pour foundation grid line	Pass
Tin Tag	Fail
Sheathing	Fail
Slab	Fail
Drywall Screw	Pass
Roof Tin Tag	Fail
Drywall Screw	Pass
Windows in progress	Pass
Fence Final	Pass
Building Final	Pass
Footer/ Steel/ Foundation	Fail
Roof in progress	Pass
Sheathing/Roof framing	Pass
Roof truss	Pass
Final	Pass
Building Final	Pass
In Progress- sliding doors	Pass
Garage Final	Pass
Slab	Fail
Building Final	Pass
Final	Pass
Final	Fail
Final	Fail
Tin Tag	Pass
Drywall Screw	Pass
Tin Tag	Pass

Framing-tiedowns/window/door/accessib	Fail
Building Final	Pass
In Progress -Roof	Fail
Drywall Screw	Pass
Insulation- wall	Pass
Footer steel- slab	Pass
Final	Fail
Final	Fail
Sheathing	cancelled
Sheathing	cancelled
In Progress	cancelled
Tin tag and metal	cancelled
Framing-tiedowns/window/door/accessib	Fail
Framing-tiedowns/window/door/accessib	Pass
Windows in progress	pass
Building Final	Pass
Windows in progress	Pass
Building Final	Pass
Interior Framing	Pass
Final Fence	Pass
Building Final	Fail
Window screw	Pass
Final Trusses	Pass
Building Final	Pass
Partial Drywall	Pass
Tin tag and metal	Fail
Sheathing	Fail
Framing-tiedowns/window/door/accessib	Pass
Roof in progress	Pass
Wire Lath Partial	Pass
Final Window	Pass
Roof in progress	Fail
Footer steel- slab	Pass
Proflex 90 Inspection	Pass
Studs	Fail
Roof Final	Pass
Final French Doors	Pass
Shutters Final	Pass
Window Framing	
Building Final	Pass
Underlayment	Pass
Footer steel- slab	Pass
Wall insulation	Pass
Insulation- wall/ceiling/roof	Fail
Framing-tiedowns/window/door/accessib	Fail
Building Final	Fail
Building Final	Fail

Building Final	Fail
Footer steel- mono or stemwall-slab	Fail
Insulation	Pass
Framing	Pass
Building Final	Pass
Framing	Pass
In Progress- Roof	Pass
In Progress- Roof	Pass
Wall sheathing	Pass
Window Buck	Pass
Footer steel- slab	Pass
Steel	Pass
Soundproofing	Pass
Drywall Framing	Pass
Insulation- wall	Pass
Building Final	Pass
Roof truss	Fail
Sheathing	Pass
Roof strapping	Pass
Reroof in progress	Pass
Building Final	Fail
Roof Final	Pass
Building Final	Fail
Windows/Doors In Progress	Fail
Building Final	Fail
Framing-tiedowns/window/door/accessib	Pass
Insulation- wall/ceiling/roof	Fail
Insulation- wall/ceiling/roof	Pass
Framing-tiedowns/window/door/accessib	Pass
Framing-tiedowns/window/door/accessib	Pass
Building Final	Pass
Soundproofing	Pass
Wall Framing for 4A & 4B	Pass
Roof in progress	Pass
Tin Tag	Pass
Roof Framing	Pass
Building Final	Fail
Door & Wall Framing	Fail
Building Final	Fail
Windows/Doors In Progress	Pass
Building Final	Pass
Windows/Doors In Progress	Pass
Roof Final	Pass
Windows & Doors	Fail
Roof Final	Pass
Framing-tiedowns/window/door/accessib	Fail
Windows/Doors Final	Pass

Insulation-Ceiling	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Drywall Screw	Pass
Building Final	pass
Window & Door Buck	Fail
Building Final	Pass
Framing-tiedowns/window/door/accessib	Fail
Framing-tiedowns/window/door/accessib	Fail
Soundproofing	Pass
Building Final	Fail
Building Final	Fail
Building Final	Fail
Slab	Fail
Building Final	Pass
Final Fence	Pass
Slope & Flat Roof- In progress	Pass
Building Final	Pass
Roof Final	Pass
Roof Final	pass
Building Final	Pass
Wire Lath Partial	Pass
Final Pool/Spa	
Interior Framing	Pass
Interior Framing	Pass
Sheathing	Pass
Roof Final	Fail
Insulation Units 4A & 4B	Pass
Drywall Screw	Pass
Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Footer	Pass
Footer	Pass
Footer	Pass
Building Final	Fail
Building Final	Fail
Roof Final	Pass
Tin tag and metal	Pass
Window & Door Buck	Pass
Drywall Screw	Pass
Roof Final	Pass
Tin tag and metal	Pass

Footer Steel-Mono/Stem/Slab/Pool Parking Area	Pass
Final Shed	Pass
Building Final	Pass
Roof in progress	Pass
Framing-tiedowns/window/door/accessib	Fail
Windows & Doors	Pass
Final Interior Demo	Pass
Final	Pass
Building Final	Fail
Framing	Pass
Building Final Roof	Pass
	Pass
	Fail
	Pass
	Pass
	Pass
	Pass
	Pass

### Additional Staff Comments

[illegible]

[illegible]





[illegible]



[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/2016	7-3:30	8	Kevin Chapman
12/2/2016		8	Kevin Chapman
12/5/2016	7-3:30	8	Kevin Chapman
12/6/2016	7-3:30	8	Kevin Chapman
12/7/2016	7-3:30	8	Kevin Chapman
12/8/2016	7-3:30	8	Kevin Chapman
12/9/2016	7-3:30	8	Kevin Chapman
12/12/2016	7-3:30	8	Kevin Chapman
12/13/2016	7-3:30	6	Kevin Chapman

12/14/2016	7-3:30	8	Kevin Chapman
------------	--------	---	---------------

12/15/2016	7-3:30	8	Kevin Chapman
------------	--------	---	---------------

12/16/2016	7-3:30	8	Kevin Chapman
------------	--------	---	---------------

12/23/2016	7-11:00	4	Kevin Chapman
------------	---------	---	---------------

---

		98	Total Plumbing Inspections
--	--	----	----------------------------

City Permit Number	Project Address
16-00319	3730 N Ocean Dr
16-00128	1270 Bimini Ln
16-01437	1009 9th St W #B
16-01436	1009 9th St W #A
16-02705	1269 Bimini Ln
16-01771	5550 N Ocean Dr #15D
16-02382	7289 Garden Rd
16-01540	1121 Cleve H Dixon Ave
16-01539	1111 Cleve H Dixon Ave
16-02808	3400 N Ocean Dr #608
16-01903	1093 28th St W
16-01923	5420 N Ocean Dr #404
16-02737	2001 Congress Ave #F
16-02175	4444 Leo Ln
16-01435	3755 Interstate Park Rd W
16-02382	7289 Garden Rd- property
16-02617	480 37th St W
16-01926	3755 Interstate Park Rd W
16-01435	3755 Interstate Park Rd W
16-00319	3730 N Ocean Dr
16-01229	1270 Bimini Ln
16-01957	5150 N Ocean Dr #1603
16-01958	5150 N Ocean Dr #1601
16-01923	5420 N Ocean Dr #404
16-02576	5440 N Ocean Dr #PH 104
16-00319	3730 N Ocean Dr
16-02423	3800 N Ocean Dr #1451
16-02893	237 E Blue Heron Blvd
16-01300	2061 Dr MLK Blvd #100
16-01926	3755 Interstate Park Rd W
16-01926	3755 Interstate Park Rd W
16-01435	3755 Interstate Park Rd W
16-02617	480 37th St W
16-02382	7289 Garden Rd- property
16-01479	2700 N Ocean Dr I #PH1
15-00757	1245 36th St W
16-02712	1140 Powell Dr
16-02541	5420 N Ocean Dr #804
16-01771	5550 N Ocean Dr #15D
16-01540	1121 Cleve H Dixon Ave
16-01539	1111 Cleve H Dixon Ave
15-02399	1030 Pine Point Rd
16-02600	5380 N Ocean Dr I #22B

16-02817	5510 N Ocean Dr #11D
16-02893	237 E Blue Heron Blvd
16-02578	350 27th St W
16-01730	1655 15th St W
16-02382	7289 Garden Rd- property
16-02850	3040 Lakeshore Dr #802
16-02816	5480 N Ocean Dr A #2D
16-02382	7289 Garden Rd- property
16-02340	5380 N Ocean Dr #4C
16-02038	5070 N Ocean Dr #5C
16-02586	4200 N Ocean Dr I #204
16-01006	2795 Lake Dr
16-02590	1100 Surf Rd #214
16-01479	2700 N Ocean Dr I #PH1
16-02816	5480 N Ocean Dr A #2D
16-01435	3755 Interstate Park Rd W
16-01918	1319 Ave G
16-02578	350 27th St W
16-01730	1655 15th St W
16-02025	2795 Lake Dr
16-01580	2923 Ave F
16-02817	5510 N Ocean Dr #11D
16-02816	5480 N Ocean Dr A #2D
16-02025	2795 Lake Dr
16-02382	7289 Garden Rd- property
16-00319	3730 N Ocean Dr
16-01540	1121 Cleve H Dixon Ave
16-01612	5080 N Ocean Dr #PH C
16-02633	1161 26th Ct W
16-01055	7289 Garden Rd- property
16-02737	2001 Congress Ave #F
16-02909	4200 N Ocean Dr I #1206
16-02850	3040 Lakeshore Dr #802

---



Project Description	Pass/Fail Status
Pipe Insulation	Pass
Plumbing Final	Fail
Plumbing Final	Pass
Plumbing Final	Pass
Underground Plumbing	Pass
Plumbing Final	Fail
2nd Rough	Pass
Plumbing Final	Fail
Plumbing Final	Fail
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Top out	Fail
Top out	Pass
Plumbing Final	Fail
Rough In- insulation	Pass
Rough In	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Underground	Pass
Underground Gas	Pass
Top out	Pass
Top out	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Underground Sanitary	Pass
Plumbing Final	Pass
Underground	Pass
Rough In	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Pass
2nd Rough Galvanized	Fail
Plumbing Final	Fail
Plumbing Final	Fail
Final Water Heater	Pass
Rough In	Fail
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Pass
Tie In Sewer	Pass
Underground	Pass

Rough	Fail
Top out	Pass
Rough	Fail
Plumbing Final	Fail
Rough Insulation	Fail
Underground	Pass
Rough In	Fail
Rough Plumbing	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Underground Gas for sleeve only	Pass
Rough Plumbing -walls	Pass
Plumbing Final	Pass
Rough in	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Rough in	Fail
Final	Fail
Rough Pool Plumbing	Fail
Rough In	Fail
Rough in	Pass
Rough	Pass
Rough Pool Plumbing	Pass
Rough Galvanize	Pass
Tie In Sewer	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Plumbing Final	Fail
Mechanical Pressure Test	Pass
Top out	Pass
Shower Pan Rough In	Pass
Rough In	Fail

---

### Additional Staff Comments

[illegible]

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/01/16		4	Warren DeLoach
12/02/16		8	Warren DeLoach
12/05/16		1.5	Warren DeLoach
12/05/16			
12/05/16			
12/05/16			
12/05/16			
12/05/16			
12/15/16		2	Warren DeLoach
12/15/16			
12/15/16			
12/15/16			
12/27/16		2	Warren DeLoach
12/28/16		1	Warren DeLoach
12/29/16		5	Warren DeLoach
12/29/16			
12/29/16			
12/29/16			
12/29/16			
12/29/16			
12/30/16		2	Warren DeLoach
12/30/16			
12/30/16			
12/30/16			
		<b>25.5</b>	<b>Total Mechanical Inspection</b>
12/27/16		6	Warren DeLoach
12/27/16			
12/27/16			
12/28/16		7	Warren DeLoach
12/28/16			
12/28/16			
12/28/16			
12/28/16			
12/28/16			
12/29/16		1	Warren DeLoach
12/30/16		2	Warren DeLoach
12/30/16			

12/30/16  
12/30/16  
12/30/16  
12/30/16  
12/30/16  
12/30/16  
12/30/16  
12/30/16

---

16

**Total Plumbing Inspections**

12/01/16  
12/05/16  
12/06/16  
12/07/16  
12/12/16  
12/13/16  
12/14/16  
12/15/16  
12/16/16  
12/19/16  
12/20/16  
12/21/16  
12/22/16  
12/23/16  
12/29/16  
12/29/16  
12/29/16

4  
6.5  
8  
8  
8  
6  
8  
6  
5  
8  
8  
8  
8  
4  
2

Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach  
Warren DeLoach

---

97.5

**Total Mechanical Plan Revi**

City Permit Number	Project Address
--------------------	-----------------

16-00379	1190 Woodbine Way
16-01894	1490 Woodbine Way
16-01895	1490 Woodbine Way
16-01896	1790 Woodbine Way
16-01891	990 Woodbine Way
16-01892	1390 Woodbine Way
16-01893	1490 Woodbine Way
16-02286	1319 Ave G
16-02267	5060 N Ocean Dr #101
16-01643	2800 N Ocean Dr B #7D
16-02459	170 Shore Dr
16-03024	7289 Garden Rd
16-02728	1231 2nd St W
16-01301	2061 Dr MLK Blvd
16-02812	2001 N Congress Ave #F
16-02547	313 13th St W
16-02546	301 13th St W
16-00544	1080 Bimini Ln
16-02689	1100 Surf Rd #211
16-02779	5420 N Ocean Dr #1006
16-01612	5080 N Ocean Dr #PH C
16-00927	1270 Bimini Ln
16-01787	3000 N Ocean Dr #17H
16-02993	5510 N Ocean Dr #12D
16-03005	4444 Leo Ln

ns

16-02509	5460 N Ocean Dr #12D
16-00319	3730 N Ocean Dr
16-01684	701 Ave E
16-01684	701 Ave E
16-02393	7000 Military Tr N
16-02578	350 27th St W
16-02850	3040 Lakeshore Dr #802
16-01580	2923 Ave F
16-01987	313 13th St W
16-01988	301 13th St W
16-01988	301 13th St W
16-02893	237 E Blue Heron Blvd
16-02841	2550 Canterbury Dr N

16-02633	1161 26th Ct W
16-01684	701 Ave E
15-02835	1270 Bimini Ln
16-01684	701 Ave E
16-01229	1270 Bimini Ln
16-00596	1080 Bimini Ln
16-00597	1080 Bimini Ln
16-02600	5380 N Ocean Dr I #22B

---

16-02546	301 W 13th St
16-02547	313 W 13th St
16-00544	1080 Bimini Ln

---

ew



Project Description	Pass/Fail Status	Additional Staff Comments
		Inspection-Mechanical
		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
AC Final		Inspection-Mechanical
Final Mechanical		Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Partial Duct Rough	Pass	Inspection-Mechanical
Final Mechanical	Pass	Inspection-Mechanical
Final Mechanical	Pass	Inspection-Mechanical
Final Mechanical	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Final Mechanical	Pass	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical

Plumbing Final	Pass	Inspection-Plumbing
Rough In Sanitary	Pass	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Rough In	Pass	Inspection-Plumbing
Rough In	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing

Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Gas Final	Pass	Inspection-Plumbing
Gas Final	Pass	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Rough In Plumbing	Pass	Inspection-Plumbing

## C.A.P. Government, Inc. - Employee Work Log

Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/2/2016		6	Judson Dulany
12/6/2017		8	Judson Dulany
12/7/2016		4	Judson Dulany
		18	Total Structural Plan Re
12/9/2016		8	Judson Dulany
		8	Total Structural Inspect

City Permit Number	Project Address
16-02788	1640 Austrailian
16-02727	840 W 6th St
16-02794	2456 Port West Blvd
16-02793	2457 Port West Blvd
15-00370	2795 Lake Dr
16-02819	1273 Via Jardin
16-02719	901 W 1st St
16-02791	5801 N Military Tr
16-02700	1141 Coral Way
16-02800	1240 Bimini Ln
16-02799	441 W 30th St
16-02543	1161 W 23rd St
16-02861	950 W 13th St
15-02664	1117 N Harbor
16-02860	100 E 17th St
16-02693	5420 N Ocean Dr #804
16-02383	2524 Canterbury Dr
16-02824	2016 Little Torch St
16-02831	3790 W Blue Heron Blvd
16-02833	3790 W Blue Heron Blvd
16-02855	4200 N Ocean Dr I #403

view

16-00099	7289 Garden Rd
16-00099	7289 Garden Rd
15-01370	337 25th St E
15-01564	3755 Interstate Park Rd W
16-01444	160 Riviera Dr
16-01444	160 Riviera Dr
16-02352	3600 N Ocean Dr #302
16-01182	2700 N Ocean Dr Cabana 9

ions

Project Description	Pass/Fail Status
Roof	Pass
Truss Repair	Pass
Roof	Pass
Roof	Pass
Comments	Pass w/ exception
Window	Pass
Remodel	Fail
Sign	Pass
Dock	Pass
Shutters	Pass
Window	Pass
Windows	Pass
Door	Fail
2nd review	Pass
Roof	Pass
Underlayment	Pass
Revision	Pass
Driveway	Pass
Sign	Pass
Sign	Pass
Remodel	Fail

B/C	Pass
Partial Screw	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Overhead Door Final	Pass
Restore Roof Line (Straps)	Pass
Shingle In Progress	Pass
Final SGD	Pass
Building Final	Pass

### Additional Staff Comments

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

### Provide Contract

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name	City Permit Number
12/1/2016		5	David Hawke	16-01060
				16-02386
				16-01785
				16-02704
				16-02686
				16-02756
				16-02788
				16-02794
				16-02793
12/2/2016		4.5	David Hawke	16-02763
				16-02764
				16-02815
				16-02724
				16-02843
				16-02776
				16-01785
				16-02775
12/5/2016		4	David Hawke	16-02326
				16-02776
				16-02775
				16-01785
				16-02747
				16-02293
				16-02644
				16-02733
12/6/2016		4	David Hawke	16-02293
				16-02644
				16-02747
				16-02782
				16-02723

12/7/2016	4.5	David Hawke	16-02857
			16-01595
			16-02704
			16-02750
			16-02723
			16-02711
			16-02798
			16-02704
			16-02857
			16-02798
			16-02731
			16-02056
12/8/2016	4.5	David Hawke	
12/13/2016	2	David Hawke	16-02750
			16-02898
			16-02750
			16-02883
			16-02651
			16-02903
			16-02821
			16-02891
12/15/2016	0.5	David Hawke	
12/23/2016	4	David Hawke	
33		Total Structural Plan Review	



Project Address	Project Description	Pass/Fail Status
7540 Byron Dr		Pass
1340 W 27th St		Fail
2061 MLK Blvd		
270 W 22nd St		Fail
546 W 2nd St		Fail
1100 Fairview Lane		Fail
1640 Australian Ave		
2457 Port West Blvd		Fail
2456 Port West Blvd		Fail
470 W 31st St		Pass
2016 Broadway		Pass
5080 N Ocean Dr		Fail
1021 W 1st St		
2091 Ave H East		
5480 N Ocean Dr B #4C		Fail
2061 MLK Blvd		Fail
5840 N Ocean Dr		
1310 Australian Ave		Pass
5480 N Ocean Dr B #4C		Fail
5510 N Ocean Dr #9A		Fail
2061 MLK Blvd		Fail
100 E 17th St		Fail
3551 Broadway		Pass
1169 Island Rd		Fail
3200 N Ocean Dr		
3551 N Broadway		Pass
1169 Island Rd		Fail
100 E 17th St		
7289 Garden Rd		Fail
3200 N Ocean Dr		Fail

2650 Lakeshore Dr #2506	Pass
2947 Ave F	Pass
270 W 22nd St	
3460 N Ocean Dr	
3200 N Ocean Dr	Pass
3575 RJ Hendley Ave	Fail
3100 N Ocean Dr	Pass
270 W 22nd St	Pass
2650 Lakeshore Dr #2506	
3100 N Ocean Dr	Fail
340 Wilma Circle	
2800 N Ocean Dr A #20D	Fail
3640 N Ocean Dr	Pass
1030 Sugar Sands #370	Fail
3440 N Ocean Dr #1427	
1320 Ave H	Fail
2633 Park Ave	Fail
2655 Lake Dr	Pass
1101 W 17th St	
1615 W 31st St	Fail

---

### Additional Staff Comments

[illegible]

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/2016		4	Joe Kajak
12/6/2016		4	Joe Kajak
12/7/2016		4	Joe Kajak
12/9/2016		8	Joe Kajak
12/13/2016		4	Joe Kajak
12/14/2016		4	Joe Kajak
12/19/2016		1	Joe Kajak
12/20/2016		1	Joe Kajak
12/21/2016		3	Joe Kajak
12/22/2016		1	Joe Kajak
12/23/2016		2	Joe Kajak
		<b>36</b>	<b>Total Mechanical Inspection:</b>

12/19/2016	3	Joe Kajak
------------	---	-----------

12/20/2016	3	Joe Kajak
	2	Joe Kajak
12/21/2016	5	Joe Kajak
12/22/2016	2	Joe Kajak
12/23/2016	2	Joe Kajak
	<b>17</b>	<b>Total Plumbing Inspections</b>

City Permit Number	Project Address
16-02714	5070 N Ocean Dr #3A
16-02755	7970 Central Industrial Dr
16-02657	5310 N Ocean Dr #1201
16-02684	5310 N Ocean Dr #901
16-01901	3730 N Ocean Dr- property
16-02863	3701 Broadway
16-02391	1544 24th St W
16-01901	3730 N Ocean Dr- property
16-02359	1111 Coral Way
16-02192	2519 Westchester Dr
16-01667	5150 N Ocean Dr #1601
16-02780	47 E Blue Heron Blvd
16-00418	2524 Canterbury Dr N
16-00418	2524 Canterbury Dr N
13-02421	3915 Sunset Ln
16-01884	290 Woodbine Way #217
16-01885	390 Woodbine Way #318
16-01886	590 Woodbine Way #505
16-01887	790 Woodbine Way #707
16-01888	890 Woodbine Way #814
16-01890	990 Woodbine Way #904
16-02267	5060 N Ocean Dr #101
16-02541	5420 N Ocean Dr #804
16-02779	5420 N Ocean Dr #1006
16-02777	2655 Lake Dr #1
16-02267	5060 N Ocean Dr #101
16-02728	1231 2nd St W
16-01897	1211 Dolphin Rd
16-02286	1319 Ave G
16-02259	190 13th St E- Café
16-01008	1020 6th St W
16-03005	4444 Leo Ln
16-00927	1270 Bimini Ln
16-00994	2107 W Blue Heron Blvd
16-01269	3400 N Ocean Dr #1401
16-03024	7289 Garden Rd

5

16-00319	3730 N Ocean Dr
16-02978	3309 Old Dixie Hwy

16-02649	2061 Dr MLK Blvd
16-02217	5070 N Ocean Dr #7B Riviera Building Dept
16-01009	1020 6th St W
16-02713	3073 Casa Rio Ct
16-00128	1270 Bimini Ln
16-01589	5380 N Ocean Dr I #20E
16-02992	3200 N Ocean Dr
16-02992	3200 N Ocean Dr
16-01730	1655 15th St W
16-02226	190 13th St E- Café
16-01267	3400 N Ocean Dr #1401
16-02649	2061 MLK Blvd

---



Project Description	Pass/Fail Status	Additional Staff Comments
AC Final	Pass	Inspection-Mechanical
Mech Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough Duct 4th Floor A & B Units	Fail	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough Duct 4th Floor A & B Units	Pass	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
Rough in	Pass	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
Final Mechanical		Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough In	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Rough Duct	Fail	Inspection-Mechanical
AC Final	Fail	Inspection-Mechanical
Mechanical Final	Pass	Inspection-Mechanical
AC Final	Pass	Inspection-Mechanical
Mastic Inspection	Pass	Inspection-Mechanical

Top out 4th Floor  
2nd Rough

Pass  
Pass

Inspection-Plumbing  
Inspection-Plumbing

Underground	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Damage Assessment-Police Dept		
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Plumbing Final	Fail	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Underground	Pass	Inspection-Plumbing
Rough In	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Rough In	Pass	Inspection-Plumbing
Plumbing Final	Pass	Inspection-Plumbing
Underground Plumbing	Pass	Inspection-Plumbing

---

Not ready

nt, Inc. - Employee Work Log

Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/2016		4.5	Rick Lee
12/2/2016		1	Rick Lee
12/5/2016		3	Rick Lee
12/8/2016		2	Rick Lee
12/12/2016		1	Rick Lee
12/14/2016		3	Rick Lee
12/15/2016		1	Rick Lee
12/16/2016		3	Rick Lee
12/19/2016		4	Rick Lee
12/20/2016		2	Rick Lee
12/21/2016		2	Rick Lee
12/22/2016		2	Rick Lee
		28.5	Total Fire Plan Review

City Permit Number	Project Address	Project Description
16-01577	7001 Military Trail	
16-02753	3004 Broadway	
16-02753	3004 Broadway	
16-02753	3004 Broadway	
16-02245	1800 MLK Blvd	
16-02245	1800 MLK Blvd	
16-02245	1800 MLK Blvd	
16-02245	1800 MLK Blvd	
16-02245	1800 MLK Blvd	
15-02245	1800 MLK Blvd	
15-02245	1800 MLK Blvd	
16-02776	5800 N Ocean Dr	
16-02444	2001 N Congress Ave	

Smartsheet Training Meeting

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/12/2016		8	Tom McElvy
12/14/2016		6	Tom McElvy
12/16/2016		8	Tom McElvy
12/23/2016		4	Tom McElvy
12/30/2016		4	Tom McElvy
		30	Total Structural Inspection

City Permit Number	Project Address
16-02759	2417 Broadway
16-02535	159 24th St E
16-00969	2700 N Ocean Dr I #PH1
16-00969	2700 N Ocean Dr I #PH1
16-02580	5070 N Ocean Dr #6C
16-02280	5420 N Ocean Dr #204
16-02006	2655 Lake Dr #1
16-02759	2417 Broadway
16-02642	3065 Casa Rio Ct
16-02247	2011 Bonisle Cir
16-02836	1130 Sugar Sands Blvd #389
16-01513	3400 N Ocean Dr #1206
16-02655	1231 Gulfstream Way
16-02655	1231 Gulfstream Way
16-02655	1231 Gulfstream Way
16-02309	1100 Surf Rd #214
16-02309	1100 Surf Rd #214
16-02642	3065 Casa Rio Ct
16-02642	3065 Casa Rio Ct
16-02033	5070 N Ocean Dr #7B
16-00923	4444 Leo Lane
16-03023	2100 Broadway
16-03023	2100 Broadway
16-02723	3200 N Ocean Dr- Marriot West
16-00988	1111 Coral Way
16-01913	1641 34th St W
16-01797	190 13th St E - Café
16-00942	2640 Lakeshore Dr #415
16-02730	2640 Lakeshore Dr #415
16-02063	2640 Lakeshore Dr #415
16-02667	2640 Lakeshore Dr #415



Project Description	Pass/Fail Status
Final Roof	Fail
Fence Final	Pass
cancelled	
Final	Pass
Building Final	Pass
Building Final	Pass
Framing	Fail
Building Final	Fail
Sheathing	Fail
In Progress- Sliding Doors & Windows	Pass
In Progress- Sliding Doors & Windows	Pass
Underlayment	Pass
Sheathing	Fail
In Progress- Reroof	Fail
Tin tag & metal	Fail
Framing-Tiedowns/Window/Door/Access	Fail
Tin tag & metal	Fail
Tin tag & metal	Fail
Sheathing	Fail
Building Final	Fail
Wire Lath	Pass
Roof In Progress	Fail
Tin Tag	Fail
Slab	Pass
Drywall Screw	Pass
Wire Lath	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Demo Final	Fail
Value Increase Final	Fail
Building Final	Fail
Building Final	Fail

### Additional Staff Comments

Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/2016		5	Martha McNicholas
12/5/2016		6	Martha McNicholas
12/6/2016		4	Martha McNicholas
12/7/2016		3	Martha McNicholas
12/8/2016		8	Martha McNicholas
12/9/2016		7	Martha McNicholas
12/12/2016		4	Martha McNicholas
12/13/2016		3	Martha McNicholas
12/14/2016		4	Martha McNicholas

12/15/2016	6	Martha McNicholas
12/16/2016	6	Martha McNicholas
12/19/2016	1	Martha McNicholas
12/20/2016	3	Martha McNicholas
12/21/2016	6	Martha McNicholas
12/22/2016	7	Martha McNicholas

---

**73**

**Total Mechanical Plan Re**

12/1/2016	3	Martha McNicholas
12/5/2016	2	Martha McNicholas
12/6/2016	4	Martha McNicholas
12/7/2016	5	Martha McNicholas
12/9/2016	1	Martha McNicholas

12/12/2016	4	Martha McNicholas
12/13/2016	3	Martha McNicholas
12/14/2016	4	Martha McNicholas
12/15/2016	2	Martha McNicholas
12/16/2016	2	Martha McNicholas
12/19/2016	7	Martha McNicholas
12/20/2016	5	Martha McNicholas
12/21/2016	2	Martha McNicholas
12/22/2016	1	Martha McNicholas
	<b>45</b>	<b>Total Plumbing Plan Review</b>

City Permit Number	Project Address
16-02381	5050 N Ocean Dr
16-02720	901 W 1st St
16-02786	3400 N Ocean Dr
16-02747	100 E 17th St
16-02778	5250 N Ocean Dr
16-02813	1101 Sugar Sands Blvd
16-02805	2800 Park Ave
16-02806	1416 26th Ct West
16-02829	410 W 30th St
16-02848	3118 Ave H West
16-02851	5070 N Ocean Dr #190
16-02777	2655 Lake Dr
16-02775	5440 N Ocean Dr #9A
16-02879	1210 Emerald Dr
16-02864	190 Woodbine Way #107
16-02865	290 Woodbine Way #207
16-02866	290 Woodbine Way #210
16-02867	290 Woodbine Way #214
16-02868	390 Woodbine Way #321
16-02869	490 Woodbine Way #403
16-02870	490 Woodbine Way #402
16-01844	2936 Carvette
16-02895	207 E Blue Heron #2
16-02873	490 Woodbine Way #421
16-02874	590 Woodbine Way #524
16-02875	690 Woodbine Way #609
16-02876	1290 Woodbine Way #1202
16-02877	1690 Woodbine Way #1601
16-02878	1790 Woodbine Way #1714
16-02864-70/16-02873-76	Woodbine Apartments
16-02731	340 Wilma Cir
16-02753	3004 Broadway
16-02906	5480 N Ocean Dr B #3C
15-02245	1800 MLK Blvd (Atlantic Cold Storage)

15-02245	1800 MLK Blvd (Atlantic Cold Storage)
16-02827	1251 Coral Way
15-02245	1800 MLK Blvd (Atlantic Cold Storage)
16-02827	1251 Coral Way
15-02245	1800 MLK Blvd
16-02256	1412 Harbor Dr
16-02444	Congress Ave
16-02983	3000 N Ocean Dr PH #F
16-02999	1160 Sugar Sands Blvd
16-02990	1087 Big Torch St
16-02991	1050 Bimini Ln
16-02925	5480 N Ocean Dr B #7A
16-02914	5380 N Ocean Dr
16-02993	5510 N Ocean Dr #12D
16-02950	4600 N Ocean Dr #1103
16-02937	1325 Alicante Ct
16-02922	1655 W 31st St
16-00923	4444 Leo Ln
16-02938 -02947	Woodbine Apartments
16-02929	2800 N Ocean Dr A #7B
16-02954	2134 Oakmont Dr

---

**view**

16-02720	901 W 1st St
16-02786	3400 N Ocean Dr
16-02747	100 E 17th St
16-02739	4100 N Ocean Dr #1603
16-02744	4100 N Ocean Dr #2301
16-02846	4200 N Ocean Dr 2-#905
16-02852	5070 N Ocean Dr #190
16-02826	1034 Center Stone Ln
16-02775	5440 N Ocean Dr #9A
16-02731	340 Wilma Cir

16-02776	5480 N Ocean Dr B #4C
16-02753	3004 Broadway
16-02844	1201 Ave R
16-02909	4200 N Ocean Dr #1606
15-02245	1800 MLK Blvd (Atlantic Cold Storage)
16-02827	1251 Coral Way
16-02855	4200 N Ocean Dr I #403
16-02846	5480 N Ocean Dr B #4C
16-02651	2633 Park Ave
16-02490	3004 Broadway
16-02256	1412 Harbor Dr
16-02444	Congress Ave
16-02575	1018 Aspri Way
16-02827	1251 Coral Way
16-02981	425 W 15th St
16-02968	4200 N Ocean Dr II #602
16-02974	2800 Park Ave
16-03009	207 W Canterbury Dr



Project Description	Pass/Fail Status	Additional Staff Comments
Email	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
Fail	Plan Review-Mechanical	
Fail	Plan Review-Mechanical	
Fail	Plan Review-Mechanical	
Pass	Plan Review-Mechanical	
	Plan Review-Mechanical	
Fail	Plan Review-Mechanical	
Pass	Plan Review-Mechanical	
Pass	Plan Review-Mechanical	

email to contractor	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
10 Permits	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical

---

Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing
	Plan Review-Plumbing

Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing

Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing

	Plan Review-Plumbing
--	----------------------

Fail	Plan Review-Plumbing
------	----------------------

Fail	Plan Review-Plumbing
------	----------------------

Pass	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing

Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing

Fail	Plan Review-Plumbing
Fail	Plan Review-Plumbing

Fail	Plan Review-Plumbing
------	----------------------

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/1/16		5	John Pearson

12/2/16		2	John Pearson
---------	--	---	--------------

12/5/16		8.5	John Pearson
---------	--	-----	--------------

12/6/16		3.5	John Pearson
---------	--	-----	--------------

12/7/16		8	John Pearson
---------	--	---	--------------

12/8/16	5	John Pearson
12/9/16	6	John Pearson
12/12/16	8	John Pearson
12/13/16	4	John Pearson
12/15/16	2	John Pearson
12/16/16	8	John Pearson
12/20/16	2	John Pearson
12/21/16	5	John Pearson
12/23/16	4	John Pearson
12/27/16	4	John Pearson
12/28/16	8	John Pearson

12/29/16	8	John Pearson
----------	---	--------------

12/30/16	4	John Pearson
----------	---	--------------

---

	95	Total Electrical Plan Review
--	----	------------------------------

12/2/16	4	John Pearson
---------	---	--------------

12/6/16	1	John Pearson
---------	---	--------------

12/15/16	6	John Pearson
----------	---	--------------

12/27/16	4	John Pearson
	15	Total Electrical Inspection

City Permit Number	Project Address
16-02738	3701 Broadway
16-00796	5150 N Ocean Dr #1603
16-00797	5150 N Ocean Dr #1601
16-02748	174 W 18th St
16-02749	1333 W 24th St
16-02720	901 W 1st St
16-02754	6701 Garden Rd
16-02762	1251 Sugar Sands Blvd #122
16-01060	7540 Bryon Dr
16-02740	7540 Bryon Dr
16-02747	100 E 17th St
16-02798	3100 N Ocean Dr
16-02852	5070 N Ocean Dr #19D
16-02851	5070 N Ocean Dr #19D
16-02846	4200 N Ocean Dr I #905
16-02823	2001 Congress Ave #F
16-02787	3701 Broadway
16-02836	1130 Sugar Sands Blvd #389
16-02848	3118 Ave H West
16-02831	3790 W Blue Heron Blvd
16-02832	3790 W Blue Heron Blvd
16-02855	4200 N Ocean Dr I #403
16-02857	2650 Lakeshore Dr
16-02827	1251 Coral Way
16-02665	2455 Port West Blvd
16-02833	3790 W Blue Heron Blvd
16-02834	3790 W Blue Heron Blvd
16-02480	2830 Ave H West
16-02774	6500 N Military Trail Lot #324
16-02861	950 W 13th St
15-02664	1117 N Harbor Dr
16-02860	100 E 17th St
16-02693	5420 N Ocean Dr #804
16-02383	2524 Canterbury Dr
16-02781	5050 N Ocean Dr #1401
16-02824	2016 Little Torch St
16-02837	5280 N Ocean Dr
16-02776	5480 N Ocean Dr A #4C
16-02753	2804 Broadway #3004

16-01785	2061 Dr MLK Blvd
16-02762	1251 Sugar Sands Blvd #122
16-01785	2061 Dr MLK Blvd
15-02245	1800 Dr MLK Blvd
15-02245	1800 Dr MLK Blvd
16-02480	2380 Ave H West
16-02909	4200 N Ocean Dr I #1206
16-02912	160 Riviera Dr
16-02911	1201 Harbor Dr S
16-02906	5480 N Ocean Dr N #3C
16-02903	2655 Lake Dr #7
16-01818R	1040 Singer Dr
16-02872	1416 W 26th Ct
15-02245	1800 Dr MLK Blvd
16-01785	2061 Dr MLK Blvd
15-02245	1800 Dr MLK Blvd
16-02651	2633 Park Ave
16-02910	5050 N Ocean Dr #1401
15-02245	1800 Dr MLK Blvd
16-01517	7001 Military Trail
16-02827	1251 Coral Way
16-02786	3400 N Ocean Dr
16-02753	2900 Broadway #3004
16-02846	4200 N Ocean Dr I #905
16-02815	5080 N Ocean Dr
16-02903	2655 Lake Dr #7
16-02949	3400 N Ocean Dr #908
16-02982	5420 N Ocean Dr #1001
16-02451	3309 Old Dixie Hwy
16-02911	1201 Harbor Dr S
16-02929	2800 N Ocean Dr A #7B
16-03037	7305 Garden Rd
16-03036	5510/5550 N Ocean Dr
16-03033	5480 N Ocean Dr
16-02891	1615 W 31st St
16-02995	631 W 10th St



16-02988	351 W 22nd Ct
16-03028	1127 W 28th St
16-03027	1127 W 28th St
16-03021	2547 N Canterbury Dr
16-02325	2544 Inisbrook Rd
16-03034	1800 Dr MLK Jr Blvd
16-02987	3309 Old Dixie Hwy
16-00409	1191 Emerald Ln
16-02776	5480 N Ocean Dr B #4C
16-01818	1040 Singer Dr
16-02963	3755 Interstate Park Rd
16-02904	3021 N Ocean Dr
16-01472	450 W 15th St
16-02831	3790 W Blue Heron Blvd

---

W

Covered at Building Dept for Warren

16-01904	1093 28th St W
16-02326	600 W Blue Heron Blvd- Crown Castle
16-02395	801 1st St W
16-02182	4444 Leo Ln
16-02196	350 27th St W
16-02913	617 Ave I
16-02956	237 E Blue Heron Blvd
16-01661	3400 N Ocean Dr #1206
16-02026	2795 Lake Dr
16-02085	7289 Garden Rd

---

IS

Project Description	Pass/Fail Status
Stamping	Pass
	Pass
	Pass
	Pass
	Pass
	Fail
	Pass
	Fail
	Pass
	Fail
	Fail
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
	Fail
	Fail
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
stamping plans	
	Fail
	Fail

not complete

Pass

Fail

Fail

Fail

Pass

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

Fail

fire pump review

Pass

Pass

Fail

Pass

Pass

Fail

Fail

Pass

consult with contractor

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans

stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans  
stamping plans

---

Electrical Final	Pass
Electrical Final	Pass
Rough In	Fail
Rough Electric Units 1-6	Fail
Rough In	Fail
Electrical Final	Fail
Wall Rough	Pass
Electrical Final	Fail
Light Nitch	Fail
Underground	Pass

---

<b>Additional Staff Comments</b>
----------------------------------

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical

## Plan Review-Electrical

Plan Review-Electrical  
Plan Review-Electrical

## Plan Review-Electrical

## Plan Review-Electrical

[illegible]

Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical  
Plan Review-Electrical

---

Inspection-Electrical

Inspection-Electrical

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Inspection-Electrical

---

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
12/19/2016		8	Adrian Popescu
12/20/2016		8	Adrian Popescu
12/21/2016		8	Adrian Popescu
12/22/2016		8	Adrian Popescu
12/23/2016		4	Adrian Popescu
12/27/2016		8	Adrian Popescu
12/28/2016		8	Adrian Popescu
12/29/2016		8	Adrian Popescu
12/30/2016		4	Adrian Popescu





City Permit Number	Project Address	Project Description
16-02832	3790 W Blue Heron Blvd	
16-02834	3790 W Blue Heron Blvd	
16-02787	3701 Broadway	
16-02444	2001 N Congress Ave	
16-02490	1020 Pine Point Rd	
16-02776	5540 N Ocean Dr	
16-02962	130 E 24th St	
16-02894	1216 W 32nd St	
16-02936	6500 N Military Tr #318	
16-02774	6500 N Military Tr #314	
16-01818R	1040 Singer Dr	
16-02822	1127 W 28th St	
16-01268R	3400 N Ocean Dr	
16-02871	1416 W 26th Ct	
16-02985	45 W 17th St	
16-02871	1416 26th Ct	
16-02707	1100 Cabana Rd	
16-02787	3701 Broadway	
16-02706	1100 Cabana Rd	
16-02915	1100 Cabana Rd	
16-02984	1216 W 32nd St	
16-02894	1216 W 32nd St	
16-02936	6500 N Military Trq	
16-02787	3701 Broadway	
16-02871	1416 W 26th Ct	
16-02921	1655 W 31st St	
16-02797	1100 Cabana Rd	
16-02976	1109 W 35th St	
16-02967	1800 Old Dixie Hwy	
16-1215	600 W Blue Moon St	
16-02325	2544 Inisbrooke Rd	
16-02644	1169 Island Rd	
16-02976	1109 W 35th St	
16-03037	7305 Garden Rd	
16-03037	7305 Garden Rd	
16-02256	1214 Harbor Dr	
16-03027	1127 W 28th St	
16-02985	45 W 17th St	
16-02036	5544 N Ocean Dr	
16-01818R	1040 Singer Dr	
16-02444	2001 N Congress Ave	
16-02774	6500 N Military Tr	
16-02490	1020 Pine Point Rd	

16-02871

1416 W 26th Ct

16-02787

3701 Broadway

---

**N**

Pass/Fail Status	Additional Staff Comments
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical

Fail	Plan Review-Electrical
Fail	Plan Review-Electrical

---

**C.A.P. Government, Inc. - Employee Work Log****Invoice:**

<b>Date</b>	<b>Time</b>	<b>Number of Hours Worked</b>	<b>Employee Name</b>
12/12/2016		8	Phil Schuler
12/13/2016		6	Phil Schuler
12/14/2016		8	Phil Schuler
12/15/2016		8	Phil Schuler
12/16/2016		8	Phil Schuler
12/19/2016		8	Phil Schuler
12/20/2016		8	Phil Schuler
12/21/2016		7	Phil Schuler
12/22/2016		2	Phil Schuler
12/23/2016		4	Phil Schuler
12/27/2016		8	Phil Schuler
12/28/2016		8	Phil Schuler
12/29/2016		8	Phil Schuler
12/30/2016		4	Phil Schuler

City Permit Number	Project Address	Project Description
15-02245	1800 Dr MLK Blvd	
15-02245	1800 Dr MLK Blvd	
15-02245	1800 Dr MLK Blvd	
15-02245	1800 Dr MLK Blvd	
16-02451	3309 Old Dixie Highway	
16-02282	7289 Garden Rd	
16-02283	7289 Garden Rd	
16-02753	2900 Broadway	
16-02753	3004 Broadway	
16-02490	1020 Pine Point Rd	
16-02491	1020 Pine Point Rd	
16-02827	1251 Coral Way	
16-02882	1160 Island Rd	
16-02821	1101 W 17th St	
16-02815C	5080 N Ocean Dr	
16-02911	1201 Harbor Dr S	
16-02444R	2001 N Congress Ave	
16-02911	1201 Harbor Dr S	
16-02949	3400 N Ocean Dr #908	
16-02451	3309 Old Dixie Highway	
16-02782	Blue Heron & Garden Rd	
16-02782	Blue Heron & Garden Rd	
16-02451	3309 Old Dixie Highway	
16-02907	1549 W 36th St	
16-02880	2351 Ave F	
16-02432	1619 Broadway	
16-02988	351 W 22nd Ct	
16-02782	7289 Garden Rd	
16-02791	1615 W 31st St	
16-02753	3004 Broadway	
15-02245	1800 MLK Jr Blvd	Document Review
16-01879	1050 Fairview Lane	
16-02245	1800 MLK Jr Blvd	
16-02731	340 Wilma Circle	Document Review
16-03021	2547 N Canterbury Dr	
16-03037	7305 Garden Rd	Document Review
16-03037	7305 Garden Rd	Document Review
16-02963	3755 Interstate Park Road	Document Review
16-02904	3021 N Ocean Dr	
16-02731	340 Wilma Circle	Document Review

view

Pass/Fail Status	Additional Staff Comments
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural



**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

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

February 13, 2017  
Project No: 000127000.00  
Invoice No: 0004336

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services  
Vendor # 11722  
PO# 114532 & 112651

**Professional Services from January 1, 2017 to January 31, 2017****Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner			
Brooks, Jonathan	5.00	75.00	375.00
Deloach, Warren	19.25	75.00	1,443.75
Dulany, Judson	19.50	75.00	1,462.50
McNicholas, Martha	2.00	75.00	150.00
Schuler, Phillip	135.00	75.00	10,125.00
Electrical Plans Examiner			
Pearson, John	121.00	75.00	9,075.00
Popescu, Adrian	97.00	75.00	7,275.00
Mechanical Plans Examiner			
Deloach, Warren	6.00	75.00	450.00
McNicholas, Martha	60.50	75.00	4,537.50
Plumbing Plans Examiner			
Deloach, Warren	10.50	75.00	787.50
McNicholas, Martha	53.50	75.00	4,012.50
Fire Plans Examiner			
Lee, Selwyn	31.00	75.00	2,325.00
Structural Inspector			
Brooks, Jonathan	151.00	65.00	9,815.00
Dulany, Judson	5.00	65.00	325.00
Mcelvy, Thomas	59.00	65.00	3,835.00
Mechanical Inspector			
Deloach, Warren	49.75	65.00	3,233.75
Plumbing Inspector			
Deloach, Warren	78.00	65.00	5,070.00
Totals	903.00		64,297.50
<b>Total Labor</b>			<b>64,297.50</b>

**Additional Fees**

Building Official Services (Jan. 1 - 7)	1,600.00
Building Official Services (Jan. 8 - 14)	1,600.00
Building Official Services (Jan 15 - 21)	1,600.00
Building Official Services (Jan 22 - 28)	1,600.00

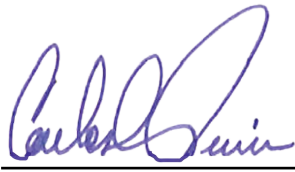
Project	000127000.00	Riviera Beach PR & Insp	Invoice	0004336
Building Official Services (Jan 29 - 31)			800.00	
<b>Total Additional Fees</b>			<b>7,200.00</b>	<b>7,200.00</b>
<b>Total this Invoice</b>				<b>\$71,497.50</b>

**Outstanding Invoices**

Number	Date	Balance
0003981	10/10/2016	3,500.00
0004024	11/15/2016	62,611.25
0004139	12/8/2016	66,691.25
0004194	1/13/2017	73,802.50
<b>Total</b>		<b>206,605.00</b>

**Total Now Due \$278,102.50**

Authorized  
By:



Date:

2/13/17

Mr. Carlos Penin, PE

# Billing Backup

Tuesday, February 14, 2017

C.A.P. Government, Inc.

Invoice 0004336 Dated 2/13/2017

2:44:37 PM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01632	Brooks, Jonathan	1/17/2017	5.00	75.00	375.00
01614	Deloach, Warren	1/16/2017	8.00	75.00	600.00
01614	Deloach, Warren	1/18/2017	2.00	75.00	150.00
01614	Deloach, Warren	1/24/2017	.75	75.00	56.25
01614	Deloach, Warren	1/26/2017	3.00	75.00	225.00
01614	Deloach, Warren	1/27/2017	3.00	75.00	225.00
01614	Deloach, Warren	1/31/2017	2.50	75.00	187.50
01567	Dulany, Judson	1/10/2017	1.00	75.00	75.00
01567	Dulany, Judson	1/11/2017	1.00	75.00	75.00
01567	Dulany, Judson	1/19/2017	7.00	75.00	525.00
01567	Dulany, Judson	1/23/2017	7.00	75.00	525.00
01567	Dulany, Judson	1/25/2017	3.50	75.00	262.50
01543	McNicholas, Martha	1/10/2017	2.00	75.00	150.00
01638	Schuler, Phillip	1/3/2017	5.00	75.00	375.00
01638	Schuler, Phillip	1/4/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/5/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/6/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/9/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/10/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/11/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/12/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/13/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/16/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/17/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/18/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/19/2017	3.00	75.00	225.00
01638	Schuler, Phillip	1/23/2017	3.00	75.00	225.00
01638	Schuler, Phillip	1/24/2017	.50	75.00	37.50
01638	Schuler, Phillip	1/25/2017	7.00	75.00	525.00
01638	Schuler, Phillip	1/26/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/27/2017	8.00	75.00	600.00
01638	Schuler, Phillip	1/30/2017	5.50	75.00	412.50
01638	Schuler, Phillip	1/31/2017	7.00	75.00	525.00
Electrical Plans Examiner					
01627	Pearson, John	1/3/2017	4.00	75.00	300.00
01627	Pearson, John	1/4/2017	2.00	75.00	150.00
01627	Pearson, John	1/5/2017	8.00	75.00	600.00
01627	Pearson, John	1/6/2017	7.00	75.00	525.00
01627	Pearson, John	1/9/2017	8.00	75.00	600.00
01627	Pearson, John	1/10/2017	5.00	75.00	375.00
01627	Pearson, John	1/11/2017	8.00	75.00	600.00
01627	Pearson, John	1/12/2017	8.00	75.00	600.00
01627	Pearson, John	1/13/2017	3.00	75.00	225.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice 0004336		
01627	Pearson, John	1/16/2017	8.00	75.00	600.00
01627	Pearson, John	1/17/2017	4.00	75.00	300.00
01627	Pearson, John	1/18/2017	5.00	75.00	375.00
01627	Pearson, John	1/19/2017	7.00	75.00	525.00
01627	Pearson, John	1/23/2017	8.00	75.00	600.00
01627	Pearson, John	1/24/2017	4.00	75.00	300.00
01627	Pearson, John	1/25/2017	7.00	75.00	525.00
01627	Pearson, John	1/26/2017	8.00	75.00	600.00
01627	Pearson, John	1/27/2017	5.00	75.00	375.00
01627	Pearson, John	1/30/2017	6.00	75.00	450.00
01627	Pearson, John	1/31/2017	6.00	75.00	450.00
01599	Popescu, Adrian	1/3/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/4/2017	4.00	75.00	300.00
01599	Popescu, Adrian	1/5/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/6/2017	5.00	75.00	375.00
01599	Popescu, Adrian	1/9/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/10/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/11/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/12/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/13/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/17/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/19/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/30/2017	8.00	75.00	600.00
01599	Popescu, Adrian	1/31/2017	8.00	75.00	600.00
Mechanical Plans Examiner					
01614	Deloach, Warren	1/11/2017	.50	75.00	37.50
01614	Deloach, Warren	1/13/2017	2.50	75.00	187.50
01614	Deloach, Warren	1/17/2017	1.00	75.00	75.00
01614	Deloach, Warren	1/19/2017	1.00	75.00	75.00
01614	Deloach, Warren	1/30/2017	1.00	75.00	75.00
01543	McNicholas, Martha	1/3/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/4/2017	2.00	75.00	150.00
01543	McNicholas, Martha	1/5/2017	3.00	75.00	225.00
01543	McNicholas, Martha	1/6/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/9/2017	5.00	75.00	375.00
01543	McNicholas, Martha	1/16/2017	5.00	75.00	375.00
01543	McNicholas, Martha	1/17/2017	1.00	75.00	75.00
01543	McNicholas, Martha	1/18/2017	6.00	75.00	450.00
01543	McNicholas, Martha	1/19/2017	3.00	75.00	225.00
01543	McNicholas, Martha	1/23/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/24/2017	4.50	75.00	337.50
01543	McNicholas, Martha	1/25/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/26/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/27/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/31/2017	7.00	75.00	525.00
Plumbing Plans Examiner					
01614	Deloach, Warren	1/11/2017	.50	75.00	37.50
01614	Deloach, Warren	1/17/2017	3.75	75.00	281.25
01614	Deloach, Warren	1/19/2017	1.00	75.00	75.00
01614	Deloach, Warren	1/20/2017	4.50	75.00	337.50
01614	Deloach, Warren	1/24/2017	.75	75.00	56.25
01543	McNicholas, Martha	1/3/2017	4.00	75.00	300.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004336
01543	McNicholas, Martha	1/4/2017	2.00	75.00	150.00
01543	McNicholas, Martha	1/5/2017	5.00	75.00	375.00
01543	McNicholas, Martha	1/6/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/9/2017	3.00	75.00	225.00
01543	McNicholas, Martha	1/10/2017	2.00	75.00	150.00
01543	McNicholas, Martha	1/16/2017	3.00	75.00	225.00
01543	McNicholas, Martha	1/17/2017	7.00	75.00	525.00
01543	McNicholas, Martha	1/18/2017	2.00	75.00	150.00
01543	McNicholas, Martha	1/19/2017	5.00	75.00	375.00
01543	McNicholas, Martha	1/24/2017	3.50	75.00	262.50
01543	McNicholas, Martha	1/25/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/26/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/27/2017	4.00	75.00	300.00
01543	McNicholas, Martha	1/31/2017	1.00	75.00	75.00
Fire Plans Examiner					
01628	Lee, Selwyn	1/9/2017	2.00	75.00	150.00
01628	Lee, Selwyn	1/10/2017	3.50	75.00	262.50
01628	Lee, Selwyn	1/12/2017	1.00	75.00	75.00
01628	Lee, Selwyn	1/13/2017	1.00	75.00	75.00
01628	Lee, Selwyn	1/17/2017	5.00	75.00	375.00
01628	Lee, Selwyn	1/18/2017	5.50	75.00	412.50
01628	Lee, Selwyn	1/23/2017	1.00	75.00	75.00
01628	Lee, Selwyn	1/24/2017	3.00	75.00	225.00
01628	Lee, Selwyn	1/25/2017	2.00	75.00	150.00
01628	Lee, Selwyn	1/27/2017	1.00	75.00	75.00
01628	Lee, Selwyn	1/30/2017	1.00	75.00	75.00
01628	Lee, Selwyn	1/31/2017	5.00	75.00	375.00
Structural Inspector					
01632	Brooks, Jonathan	1/3/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/4/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/5/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/6/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/9/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/10/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/11/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/12/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/13/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/17/2017	3.00	65.00	195.00
01632	Brooks, Jonathan	1/18/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/19/2017	4.00	65.00	260.00
01632	Brooks, Jonathan	1/20/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/23/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/24/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/25/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/26/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/27/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/30/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	1/31/2017	8.00	65.00	520.00
01567	Dulany, Judson	1/9/2017	5.00	65.00	325.00
01637	Mcelvy, Thomas	1/17/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	1/18/2017	3.00	65.00	195.00
01637	Mcelvy, Thomas	1/23/2017	8.00	65.00	520.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004336
01637	Mcelvy, Thomas	1/24/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	1/25/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	1/26/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	1/27/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	1/30/2017	8.00	65.00	520.00	
Mechanical Inspector						
01614	Deloach, Warren	1/3/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/4/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/5/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/6/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/9/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/10/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/12/2017	6.00	65.00	390.00	
01614	Deloach, Warren	1/13/2017	3.00	65.00	195.00	
01614	Deloach, Warren	1/17/2017	.50	65.00	32.50	
01614	Deloach, Warren	1/18/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/19/2017	2.50	65.00	162.50	
01614	Deloach, Warren	1/20/2017	1.50	65.00	97.50	
01614	Deloach, Warren	1/23/2017	4.50	65.00	292.50	
01614	Deloach, Warren	1/24/2017	2.75	65.00	178.75	
01614	Deloach, Warren	1/25/2017	3.00	65.00	195.00	
01614	Deloach, Warren	1/27/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/30/2017	1.00	65.00	65.00	
01614	Deloach, Warren	1/31/2017	3.00	65.00	195.00	
Plumbing Inspector						
01614	Deloach, Warren	1/3/2017	6.00	65.00	390.00	
01614	Deloach, Warren	1/4/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/5/2017	6.00	65.00	390.00	
01614	Deloach, Warren	1/6/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/9/2017	6.00	65.00	390.00	
01614	Deloach, Warren	1/10/2017	6.00	65.00	390.00	
01614	Deloach, Warren	1/11/2017	7.00	65.00	455.00	
01614	Deloach, Warren	1/12/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/13/2017	2.50	65.00	162.50	
01614	Deloach, Warren	1/17/2017	2.75	65.00	178.75	
01614	Deloach, Warren	1/18/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/19/2017	3.50	65.00	227.50	
01614	Deloach, Warren	1/20/2017	2.00	65.00	130.00	
01614	Deloach, Warren	1/23/2017	1.00	65.00	65.00	
01614	Deloach, Warren	1/24/2017	3.75	65.00	243.75	
01614	Deloach, Warren	1/25/2017	5.00	65.00	325.00	
01614	Deloach, Warren	1/26/2017	5.00	65.00	325.00	
01614	Deloach, Warren	1/27/2017	3.00	65.00	195.00	
01614	Deloach, Warren	1/30/2017	4.00	65.00	260.00	
01614	Deloach, Warren	1/31/2017	2.50	65.00	162.50	
Totals			903.00		64,297.50	
<b>Total Labor</b>						<b>64,297.50</b>
<b>Total this Project</b>						<b>\$64,297.50</b>
<b>Total this Report</b>						<b>\$64,297.50</b>

**C.A.P. Government, Inc. - Employee Work Log****Invoice:**

<b>Date</b>	<b>Time</b>	<b>Number of Hours Worked</b>	<b>Employee Name</b>	<b>City Permit Number</b>
1/3/2017		5	Phil Schuler	16-02904 16-02731 16-02862 16-02607 16-03016 16-01406
1/4/2017		8	Phil Schuler	16-01406 16-01879 16-02490
1/5/2017		8	Phil Schuler	16-01406 16-01879 16-1517 16-02789
1/6/2017		8	Phil Schuler	16-02753 16-02789 16-02904 16-01517
1/9/2017		8	Phil Schuler	15-02245 16-02904 16-02789 16-01406 16-02967 16-02989
1/10/2017		8	Phil Schuler	16-01406 15-02245 16-03057
1/11/2017		8	Phil Schuler	15-02245 16-02731 16-02256
1/12/2017		8	Phil Schuler	16-02256

			16-03002
1/13/2017	8	Phil Schuler	17-00028
			17-00070
			16-03043
			16-03033
			16-02346
			16-02348
			16-02349
			16-01215
			16-03001
			15-02245
1/16/2017	8	Phil Schuler	16-03001
			16-03032
			16-02928
			16-02930
			16-02931
			16-02932
			16-02933
			16-02934
			16-02776
			16-02996
			16-00409
1/17/2017	8	Phil Schuler	15-02245
			16-01517
			16-00409
			16-02827
			16-01472
			16-03014
			16-03048
1/18/2017	8	Phil Schuler	17-00028
			15-02245
			16-03048
			15-02245



			16-02756
			16-02839
1/19/2017	3	Phil Schuler	16-02756
			16-02839
1/23/2017	3	Phil Schuler	15-02245
			16-01517
			17-00028
			16-01977
1/24/2017	0.5	Phil Schuler	16-01977
1/25/2017	7	Phil Schuler	16-03048
			17-00065
			16-02128
			16-02256
			17-00021
			17-00015
			17-00135
1/26/2017	8	Phil Schuler	17-00064
			16-03057
			17-00051
			17-00120
			17-00078
			16-03017
1/27/2017	8	Phil Schuler	16-03017
			16-03057
			16-02245
1/30/2017	5.5	Phil Schuler	15-02245
			16-02651
			16-02128
			16-02963
1/31/2017	7	Phil Schuler	15-02245
			16-03017
			16-02256
			17-00037
			17-01015

Project Address	Project Description	Pass/Fail Status
3021 N Ocean Dr		Fail
340 Wilma Cir	Document Review	
2565 Canterbury Dr S		Fail
1062 Center Stone Ln		Pass
1416 W 26th Ct		Pass
221 W 24th St	Document Review	
221 W 24th St	Document Review	
1050 Fairview Ln	Document Review	
1020 Pine Point Rd		Pass
221 W 24th St	Document Review	
1050 Fairview Ln		Pass
7001 Military Tr	Document Review	
3100 N Ocean Dr	Document Review	
2900 Broadway #3004		Pass
3100 N Ocean Dr	Document Review	
3021 N Ocean Dr	Document Review	
7001 Military Tr	Document Review	
1800-1830 MLK Blvd	Document Review	
3021 N Ocean Dr		Pass
3100 N Ocean Dr	Document Review	
221 W 24th St	Document Review	
1800 Old Dixie Hwy		Pass
1530 S 24th Ct		Pass
221 W 24th St		Pass
1800-1830 MLK Blvd	Document Review	
45 W 17th St	Document Review	Fail
1800-1830 MLK Blvd	Document Review	Fail
340 Wilma Cir	Document Review	Fail
1214 Harbor Dr S	Document Review	
1214 Harbor Dr S	Document Review	Fail

1616 Broadway		Pass
	Meeting with Riviera Beach Building Dept.	
1 Cheney Way	Document Review	Fail
3921 N Ocean Dr		Pass
1521 W Blue Heron Blvd	File Error	
5480 N Ocean Dr Building B		Pass
1592 12th Ct W		Pass
1592 12th Ct W		Pass
1592 12th Ct W		Pass
600 W Blue Heron Blvd	Document Review	Fail
1548 W 33rd St	Document Review	
1800-1830 MLK Blvd	Log in received Documents	
1548 W 33rd St	Document Review	Fail
1226 W 3rd St		Pass
4448 Leo Ln		Pass
4446 Leo Ln		Pass
4450 Leo Ln		Pass
4452 Leo Ln		Pass
4454 Leo Ln		Pass
4456 Leo Ln		Pass
5480 N Ocean Dr B #4C		Fail
1060 Powell Dr		Pass
1191 Emerald W	Document Review	
1800-1830 MLK Blvd	Log in received Documents	
7001 Military Tr		Fail
1191 Emerald Ln		Fail
1251 Coral Way		Pass
450 W 15th St	Log in received Documents	
590 W 36th St		Pass
2941 Lake Dr	Document Review	
1 Cheney Way	Email Reply	
1800-1830 MLK Blvd		Fail
2941 Lake Dr		Pass
1800-1830 MLK Blvd	Sprinkler Review	

1100 Fairview Ln	Document Review	
1241 Coral Way	Document Review	
1100 Fairview Ln		Fail
1241 Coral Way		Fail
1800-1830 MLK Blvd		Pass
7001 Military Tr- Air Gas		
1 Cheney Way		Pass
1103 Via Jardin	Document Review	
1103 Via Jardin		Pass
2941 Lake Dr		Pass
150 E 23rd St	Document Review	Fail
3730 N Ocean Dr	Document Review	Fail
1214 Harbor Dr S	Document Review	Fail
1054 Center Stone Ln		Pass
1252 Sugar Sands Blvd #232		Pass
1100 Surf Rd #107		Pass
5159 Elpine Way		Pass
45 W 17th St	Meeting	
481 W 32nd St		Pass
3035 Casa Rio Ct		Pass
1400 W 28th St	Document Review	
1231 Gulfstream Way	Document Review	
1231 Gulfstream Way		Pass
45 W 17th St		Pass
1800 MLK Blvd- Cold Storage	Document Review	
1800 MLK Blvd- Cold Storage		
2633 Park Ave		Fail
3730 N Ocean Dr		Fail
3755 Interstate Park Rd		Pass
1800 MLK Blvd- Cold Storage		Pass
1231 Gulfstream Way		Fail
1214 Harbor Dr S		Fail
5380 N Ocean Dr I #8D	Document Review	
3755 Interstate Park Rd		Pass

### Additional Staff Comments

[illegible]

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

Plan Review-Structural

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/3/2017		4	Martha McNicholas
1/3/2017		4	Martha McNicholas
1/4/2017		2	Martha McNicholas
1/4/2017		2	Martha Mcnicholas
1/5/2017		3	Martha McNicholas
1/5/2017		5	Martha McNicholas
1/6/2017		4	Martha McNicholas
1/6/2017		4	Martha McNicholas
1/9/2017		5	Martha McNicholas
1/9/2017		3	Martha McNicholas
1/10/2017		2	Martha McNicholas
1/10/2017		2	Martha McNicholas
1/10/2017		2	Martha McNicholas
1/16/2017		5	Martha McNicholas



1/16/2017	3	Martha McNicholas
1/17/2017	1	Martha McNicholas
1/17/2017	7	Martha McNicholas
1/18/2017	6	Martha McNicholas
1/18/2017	2	Martha McNicholas
1/19/2017	3	Martha McNicholas
1/19/2017	5	Martha McNicholas
1/23/2017	4	Martha McNicholas
1/24/2017	4.5	Martha McNicholas
1/24/2017	3.5	Martha McNicholas

1/25/2017	4	Martha McNicholas
1/25/2017	4	Martha McNicholas
1/26/2017	4	Martha McNicholas
1/26/2017	4	Martha McNicholas
1/27/2017	4	Martha McNicholas
1/27/2017	4	Martha McNicholas
1/31/2017	7	Martha McNicholas
1/31/2017	1	Martha McNicholas

City Permit Number	Project Address
16-02937	1325 Alicante Ct
16-02753	3004 Broadway
16-03037	7305 Garden Rd
16-02862	2565 Canterbury Dr S
16-02753	3004 Broadway
16-02377	1034 Center Stone Ln
16-01517	7001 Military Tr
16-02862	2565 Canterbury Dr S
16-02968	4200 N Ocean Dr #1506
16-02914	5380 N Ocean Dr #A 1506
16-02915	1100 Cabana Rd
16-02915	1100 Cabana Rd
16-02844	1021 Ave R
16-02974	2800 Park Ave
16-02325	2544 Inisbrook
16-03001	1548 W 33rd St
16-03013	1133 34th St
16-03019	4200 N Ocean Dr II #602
16-03001	1548 W 33rd St
16-03056	5280 N Ocean Dr #16B
16-03008	1161 Coral Way
16-01406	221 W 24th St
16-03057	45 W 17th St
16-03008	1161 Coral Way
16-03057	45 W 17th St
16-02651	2633 Park Ave
16-02651	2633 Park Ave
16-02651	2633 Park Ave
16-03015	1348 W 3rd St
17-00023	1229 Yacht Harbor Dr

16-03058	5480 N Ocean Dr B #3B
16-02827	1251 Coral Way
16-02753	3004 Broadway
16-03059	5480 N Ocean Dr B #3B
16-02776	5480 N Ocean Dr B #4C
16-02827	3004 Broadway
16-02775	5544 N Ocean Dr #9A
16-02775	5544 N Ocean Dr #9A
16-03034	1800 MLK Blvd-Irrigation
16-03051	301 W 13th St
16-03050	313 W 13th St
16-03065	1199 Emerald Dr
17-00041	890 Woodbine Way #807
17-00042	890 Woodbine Way #907
17-00043	990 Woodbine Way #911
17-00044	990 Woodbine Way #924
17-00045	1090 Woodbine Way #1023
17-00046	1090 Woodbine Way #1024
17-00026	5480 N Ocean Dr A #3B
16-02776	5480 N Ocean Dr B #4C
17-00038	5380 N Ocean Dr #8D
16-02991	1050 Bimini Ln
17-00022	430 Blue Heron Blvd A & B
17-00027	5070 N Ocean Dr #15D
17-00060	900 W 9th St A & B
17-00025	1050 Bimini Ln
17-00022	430 Blue Heron Blvd A & B
17-00036	3530 Ave F
17-00024	1050 Fairview Ln
17-00075	1161 W 23rd St
17-00060	900 W 9th St A & B
17-00067	5080 N Ocean Dr #10B
17-00023	1210 Sugar Sands Blvd #243
17-00084	6677 N 42nd Ter
17-0114	1330 W 3rd St
17-0115	2401 Park Ave #2
17-0116	68 W 11th St
17-00096	101 W 17th St

17-00098	1080 Bimini Ln
17-00122	1190 Sugar Sands Blvd #514
17-00122	1190 Sugar Sands Blvd #514
17-00136	1190 Morse Blvd
16-02827	1251 Coral Way
17-00138	3600 N Ocean Dr #110
16-02651	2633 Park Ave
16-03057	45 W 17th St
16-02719	901 W 1st St
16-03057	45 W 17th St
16-02719	901 W 1st St
16-03057	45 W 17th St
17-00126	2700 N Ocean Dr #1704A Master Bedrm
17-00127	2700 N Ocean Dr #1704A Main Unit
17-00010	1112 Coral Way
17-00011	1112 Coral Way
16-02826	1034 Center Stone Ln
16-03057	45 W 17th St
17-00036	3530 Ave F
17-00123	7305 Garden Rd
16-02245	1800 MLK Blvd
17-00126	2700 N Ocean Dr #1704A
17-00127	2700 N Ocean Dr #1704A
17-00146	7140 Hawks Nest Ter
16-02245	1800 MLK Blvd

Project Description	Pass/Fail Status	Additional Staff Comments
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Structural
	Fail	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical

Pass  
Fail  
Pass

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass  
Fail  
Pass

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Pass

Plan Review-Mechanical

Pass  
Pass  
Pass  
Pass  
Fail

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Pass  
Pass  
Pass  
Pass  
Pass  
Pass

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass  
Pass  
Fail

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Pass  
Fail  
Pass  
Fail

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass  
Fail  
Fail  
Pass  
Pass  
Fail

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Pass  
Pass  
Fail  
Fail  
Pass  
Fail

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass

Plan Review-Plumbing

Sent back to Riviera

Fail  
Fail  
Pass

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Fail  
Pass  
Fail

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Fail

Plan Review-Plumbing

Meeting

Pass

Plan Review-Mechanical  
Plan Review-Mechanical

Meeting

Pass

Plan Review-Plumbing  
Plan Review-Plumbing

Pass  
Fail  
Fail

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass  
Pass  
Fail  
Pass  
Pass

Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing  
Plan Review-Plumbing

Fail  
Pass  
Pass  
Pass  
Pass

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass

Plan Review-Plumbing



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
------	------	------------------------	---------------

1/3/2017		4	John Pearson
----------	--	---	--------------

1/4/2017		2	John Pearson
----------	--	---	--------------

1/5/2017		8	John Pearson
----------	--	---	--------------

1/6/2017		7	John Pearson
----------	--	---	--------------

1/9/2017		8	John Pearson
----------	--	---	--------------

1/10/2017	5	John Pearson
-----------	---	--------------

1/11/2017	8	John Pearson
-----------	---	--------------

1/12/2017	8	John Pearson
-----------	---	--------------

1/13/2017	3	John Pearson
-----------	---	--------------

1/16/2017	8	John Pearson
-----------	---	--------------

1/17/2017	4	John Pearson
-----------	---	--------------

1/18/2017	5	John Pearson
-----------	---	--------------

1/19/2017	7	John Pearson
-----------	---	--------------

1/23/2017	8	John Pearson
-----------	---	--------------

1/24/2017

4

John Pearson

1/25/2017

7

John Pearson

1/26/2017

8

John Pearson

1/27/2017

5

John Pearson

1/30/2017

6

John Pearson

1/31/2017

6

John Pearson

City Permit Number	Project Address
15-02230	1270 Bimini Ln
16-02987	3309 Old Dixie Hwy
16-02798	3100 N Ocean Dr
16-03008	1161 Coral Way
16-02798	3100 N Ocean Dr
16-02842	3065 Casa Rio
16-03040	1030 Pine Point Rd
16-03043	1521 Blue Heron Blvd
16-03045	3301 Ave T
16-02887	990 Powell Dr
16-03048	2941 Lake Dr
16-02839	1241 Coral Way
16-02881	165 W 16th St
16-03050	313 W 13th St
16-03051	301 W 13th St
16-03014	590 W 36th St
16-03022	3400 N Ocean Dr #1908
16-02346	1591 W 12th Ct
16-02651	2633 Park Ave
16-03065	1199 Emerald Dr
17-00010	1112 Coral Way
16-02651	2633 Park Ave
16-03056	5280 N Ocean Dr #16B
16-03053	2620 East Way
16-03015	1348 W 33rd St
16-02798	3100 N Ocean Dr
16-02831 & 32	3790 W Blue Heron Blvd
16-02833,34	3790 W Blue Heron Blvd
16-03013	1133 3rd St W
16-03056	5280 N Ocean Dr #16B
16-03009	207 N Canterbury
16-02904	3021 N Ocean Dr
16-02899	6769 White Dr
16-03058,59	5480 N Ocean Dr B #3B
17-00005	3610 Ave H West
17-00028	1 Cheney Way
17-00023	1229 Yacht Harbor Dr
16-03057	45 W 17th St
16-02775	5540 N Ocean Dr #9A
16-02786	3400 N Ocean Dr
17-00037	5380 N Ocean Dr I #8D
15-02245	1800 MLK Blvd
16-02798	3100 N Ocean Dr

17-00007	951 W 13th St #3
16-02756	1100 Fairview Ln
16-02827	1251 Coral Way
17-00026	5480 N Ocean Dr A #3B
17-00040	Woodbine Way
17-00041	Woodbine Way
17-00042	Woodbine Way
17-00043	Woodbine Way
17-00044	Woodbine Way
17-00045	Woodbine Way
17-00046	Woodbine Way
16-02967	1800 Old Dixie Hwy
16-02972	5400 N Ocean dr #7B
16-02989	1530 S 24th Ct
16-01406	221 W 24th St
17-00070	3921 N Ocean Dr
16-02996	1060 Powell Dr
17-00022	430 W Blue Heron Blvd
17-00021	1054 Center Stone Ln
17-00015	1252 Sugar Sands Blvd #232
17-00006	410 Wilma Cir #206
17-00027	5070 N Ocean Dr #15D
17-00024	1050 Fairview Ln
16-01000	1141 Coral Way
17-00051	481 W 32nd St
17-00067	5080 N Ocean Dr #10B
17-00065	150 E 23rd St
17-00064	5159 Elpine Way
15-02245	1800 MLK Blvd
16-02798	3100 N Ocean Dr
17-00060	900 W 9th St
17-00068	1110 Singer Dr
17-00071	1161 W 23rd St
17-00075	5250 N Ocean Dr #11N
17-00034	1424 W 32nd St
17-00036	3530 Ave F
16-01872	2666 Park Ave
17-00004	3595 Westroads Dr
17-00086	1210 Morse Rd
16-02569	1220 Emerald Dr
17-00073	1020 Pine Point Rd
16-02490	1020 Pine Point Rd
16-02962	130 E 24th St
16-02128	3730 N Ocean Dr
17-00076	950 W 13th St Bay 1
15-000370	2795 Lake Dr
17-00049	3701 Broadway

16-03060	3701 Broadway
17-00014	3004 Broadway
16-02256	1214 Harbor Dr
16-02976	1109 W 35th St
16-02432	1619 Broadway
17-00098	1080 Bimini Ln
16-02753	2900 Broadway #3004
15-02245	1800 MLK Blvd
16-02996	1060 Powell Dr
16-03025	2001 Congress Ave
16-03038	1320 Ave H
16-02991	1050 Bimini Ln
17-00088	600 W Blue Heron Blvd
17-00072	1489 MLK Blvd
17-00078	1400 W 28th St
16-03033	5480 N Ocean Dr B
16-02346	1591 12th Ct W
16-02348	1591 12th Ct W
16-02349	1591 12th Ct W
16-03015	1348 W 33rd St
17-00023	1229 Yacht Harbor Dr
16-03032	1226 W 3rd St
16-03058	5480 N Ocean Dr B #3B
16-03059	5480 N Ocean Dr B #3B
16-02928	4448 Leo Ln
16-02930	4446 Leo Ln
16-02931	4450 Leo Ln
16-02932	4452 Leo Ln
16-02933	4454 Leo Ln
16-02934	4456 Leo Ln
16-03028	1127 W 28th St
16-03027	1127 W 28th St
17-00068	1110 Singer Island
16-03040	1030 Pine Point Rd
16-02827	1251 Coral Way
16-00409	1191 Emerald Dr
16-02149	5510 N Ocean Dr
17-00002	1268 MLK Blvd
17-00067	5080 N Ocean Dr #10B
17-00094	1210 Sugar Sands Blvd #24B
15-00370	2795 Lake Dr
16-02976	1109 W 35th St
17-00070	3921 N Ocean Dr
16-03002	1616 Broadway
16-01977	1103 Via Jardin
16-02149	5510 N Ocean Dr
17-00002	1268 Dr MLK Jr Blvd



17-00098	1080 Bimini Ln
17-00115	2401 Park Ave #2
16-03048	2941 Lake Dr
17-00122	1190 Sugar Sands Blvd
16-01000	1141 Coral Way
17-00006	410 Wilma Cir #206
16-03025	2001 Congress Ave
17-00160	1036 W 32nd St
17-00161	5310 N Ocean Dr #701
17-00134	5200 N Ocean Dr #305
17-00150	101 E Timber Run
16-02410	301 W 15th St
17-00155	337 E 2th St
17-00159	1031 W 3rd St
16-01872	2666 Park Ave
17-00034	1424 W 32nd St
16-02775	5540 N Ocean Dr
16-02827	1251 Coral Way
17-00007	951 W 13th St
17-00005	3610 Ave H West
16-02887	990 Powell Dr
16-02991	1050 Bimini Ln
17-00027	5070 N Ocean Dr #15D
17-00024	1050 Fairview Ln
17-00075	5250 N Ocean Dr #11N
17-00071	1161 W 23rd St
17-00028	1 Cheney Way
16-02753	2900 Broadway #3004
15-02245	1800 MLK Blvd
16-02149	5510 N Ocean Dr
17-00123	7305 Garden Rd
17-00122	1190 Sugar Sands Blvd #514
16-02256	1214 S Harbor Dr
17-00126	2700 N Ocean Dr I #1704
17-00127	2700 N Ocean Dr I #1704
17-00135	1100 Surf Rd #107
17-00002	1268 MLK Blvd
16-02976	1109 W 35th St
17-00070	3921 N Ocean Dr
16-03002	1616 Broadway
16-03028	1127 28th St W
16-02910	5050 N Ocean Dr #1401
16-02635	5050 N Ocean Dr #1401
16-02796	5540 N Ocean Dr #12B
16-00337	5420 N Ocean Dr #1904
17-00001	3875 Fiscal Ct #100

15-02376	1030 Pine Point Rd
16-02296	7289 Garden Rd
16-02948	7289 Garden Rd
16-02987	3309 Old Dixie Hwy
16-02374	313 13th St W
16-02372	301 13th St W
16-02443	351 22nd Ct W
16-00337	5420 N Ocean Dr #1904
16-03028	1127 28th St W
16-02967	1800 Pres. Barack Obama Hwy
17-00194	1114 26th Ct W
16-02760	1800-1830 Dr MLK Blvd
17-00102	6500 N Military Tr Lot 347
17-00103	6500 N Military Tr Lot 222
16-02609	313 13th St W
17-00021	1054 Center Stone Ln
17-00015	1252 Sugar Sands Blvd
17-00135	1100 Surf Rd #107
17-00064	5159 Elpine Way
17-00051	481 W 32nd St
17-00120	3035 Casa Rio Ct
17-00078	1400 W 28th St
17-00036	3530 Ave F
16-02056	950 W 13th St Bay 1
16-02057	950 W 13th St Bay 1
16-02058	950 W 13th St Bay 1
17-00205	1262 Sugar Sands Blvd #226
17-00143	3010 Lake Dr
17-00089	1275 W 37th Ct
15-00370	2795 Lake Dr
17-00154	2545 Lochmore Rd
17-00174	2025 Bonisle Cir
17-00162	1201 Ave U
17-00193	5080 N Ocean Dr #3D
17-00156	1433 Silver Beach Rd
17-00165	2700 N Ocean Dr
17-00168	1211 Dolphin Rd
17-00170	1141 Fairview Ln
17-00199	1649 W 28th St Unit A
16-03060	3701 Broadway

Project Description	Pass/Fail Status
---------------------	------------------

Revision	Pass
	Pass
	Fail
	Pass
	Fail

Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans

email
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans
Stamping Plans

Contractor Meeting  
Foundation Permit

[illegible]

Stamping Plans  
Stamping Plans  
Stamping Plans  
Stamping Plans  
Stamping Plans  
Stamping Plans

## Meeting with Contractor/Architect

## Stamping Plans

Pass

[illegible]

Pass

Pass

Pass

Pass

Pass

Pass

Pass

Pass

Pass

Pass

pass

Pass

Pass

Pass

Pass

pass

Pass

Pass

Pass

Pass

Fail

Pass

Pass

[illegible]

[illegible]

Electrical Final	Fail
Electrical Final	Pass
Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Fail
Electrical Final	Pass

Electrical Final	Fail
Above Ceiling Rough	Pass
Above Ceiling Rough	Pass
Electrical Final	Fail
Rough/Final Inspection	Pass
Rough/Final Inspection	Pass
Electrical Final	Pass
Electrical Final	Fail
Electrical Final	Fail
Solar Panels	Pass
Meter Check	Pass
Rough In	Fail
Partial Underground Conduit	Pass
Partial Underground Conduit	Pass
Electrical Final	Fail

[illegible]

### Additional Staff Comments

[illegible]



[illegible]

[illegible]

[illegible]

Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical  
Inspection-Electrical

Need to schedule rough inspection. Too many violations to li

Need AFCI protection on any altered circuits. Complete insta  
GFI in Kitchen-wiring is wrong (outlets trip both GFCI's). Brea  
No access for inspection  
Called FPL

[illegible][illegible]







ist

llation of track lights

iker lock needed for wire codes,hood. Goof rings needed for bathroom outlets



nded on cage around AC's. Need plans on site for inspection.

be strapped w/in 12" of panel & boxes. All metal boxes must be grounded. #14 wire can't be used for kit

ite for inspection.









when small appliance circuits. All wiring must be available for inspection-remove drywall. Romex must be











e protected where it enter any conduit sleeve. Wiremold boxes are undersized for # of wires in box. Nee









Should use different wire in wiremold-not romex. Need Rough Inspection before drywall installation.



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/3/2017		8	Jonathan Brooks

1/4/2017		8	Jonathan Brooks
----------	--	---	-----------------

1/5/2017		8	Jonathan Brooks
----------	--	---	-----------------

1/6/2017		8	Jonathan Brooks
----------	--	---	-----------------

1/9/2017

8

Jonathan Brooks

1/10/2017

8

Jonathan Brooks

1/11/2017

8

Jonathan Brooks

1/12/2017

8

Jonathan Brooks

1/13/2017

8

Jonathan Brooks

1/17/2017	3	Jonathan Brooks
-----------	---	-----------------

1/17/2017	5	Jonathan Brooks
-----------	---	-----------------

1/18/2017	8	Jonathan Brooks
-----------	---	-----------------

1/19/2017	4	Jonathan Brooks
-----------	---	-----------------

1/20/2017	8	Jonathan Brooks
-----------	---	-----------------

1/23/2017	8	Jonathan Brooks
-----------	---	-----------------

1/24/2017	8	Jonathan Brooks
-----------	---	-----------------

1/25/2017	8	Jonathan Brooks
-----------	---	-----------------

1/26/2017	8	Jonathan Brooks
-----------	---	-----------------

1/27/2017	8	Jonathan Brooks
-----------	---	-----------------

1/30/2017	8	Jonathan Brooks
-----------	---	-----------------

1/31/2017	8	Jonathan Brooks
-----------	---	-----------------



City Permit Number	Project Address
16-02815	5080 N Ocean Ave
16-02555	3000 N Ocean Dr #19H
16-00923	4444 Leo Ln
16-02444	2001 Congress Ave #F
16-02444	2001 Congress Ave #F
16-02871	1416 26th Ct W
16-02599	5380 N Ocean Dr I #22B
16-02815	5080 N Ocean Ave
15-02330	1270 Bimini Ln
16-00682	1061 Singer Dr
16-02006	2655 Lake Dr #1
16-02903	2655 Lake Dr #7
16-02063	2640 Lakeshore Dr #415
16-00942	2640 Lakeshore Dr #415
16-02667	2640 Lakeshore Dr #415
16-02730	2640 Lakeshore Dr #415
16-01797	190 13th St E- Café
16-01352	701 Ave E
16-02642	3065 Casa Rio Ct
16-02451	3309 Old Dixie Hwy
16-01464	5380 N Ocean Dr I #18F
16-02815	5080 N Ocean Ave
16-01000	1141 Coral Way
16-01000	1141 Coral Way
16-01176	1080 Bimini Ln
16-01380	1190 Bimini Ln
16-02793	2457 Port West Blvd
16-00923	4444 Leo Ln
16-02995	634 10th St W
16-02871	1416 26th Ct W
16-02871	1416 26th Ct W
16-02414	3309 Old Dixie Hwy
16-02926	450 31st St W
16-01791	3701 Broadway
16-03042	3701 Broadway
16-00942	2640 Lakeshore Dr #415
16-00942	2640 Lakeshore Dr #415
16-01628	5801 N Military Tr
16-02709	312 Canterbury Dr W
16-00923	4444 Leo Ln
16-02642	3065 Casa Rio Ct
16-01217	514 2nd St W
16-02414	3309 Old Dixie Hwy

16-02451	3309 Old Dixie Hwy
16-02966	1209 AC Evans St
16-01996	1410 Ave E
16-02789	1410 Ave E
16-02599	5380 N Ocean Dr I #22B
16-02060	3021 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02004	2700 N Ocean Dr I #1401
16-02542	1140 Harbor Dr S
15-01370	337 25th St E
16-01791	3701 Broadway
16-02799	441 30th St W
16-01791	3701 Broadway
16-01409	1080 Bimini Ln
16-00994	2107 W Blue Heron Blvd
16-02343	5510 N Ocean Dr #11D
16-01464	5380 N Ocean Dr I #18F
16-00796	5150 N Ocean Dr #1603
16-00797	5150 N Ocean Dr #1601
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02703	237 E Blue Heron Blvd
16-01628	5801 N Military Tr
16-00923	4444 Leo Ln
16-02995	634 10th St W
16-02995	634 10th St W
16-02988	351 22nd Ct W
16-02988	351 22nd Ct W
16-02421	600 37th St W
16-02421	600 37th St W
16-02421	600 37th St W
16-02871	1416 26th Ct W
16-02871	1416 26th Ct W
16-02871	1416 26th Ct W
16-02308	1573 34th St W
16-02248	1620 12th Ct W
16-02988	351 22nd Ct W
16-01996	1410 Ave E
16-02745	391 31st W
16-02745	391 31st W
16-02745	391 31st W
16-02926	450 31st St W
16-02926	450 31st St W
16-02421	600 37th St W
16-02421	600 37th St W
16-03042	3701 Broadway



16-01634	5480 N Ocean Dr A #2D
16-02022	5200 N Ocean Dr
16-02555	3000 N Ocean Dr #19H
16-01751	2550 Canterbury Dr N
16-02891	1615 31st St
16-02308	1573 34th St W
16-01936	1138 23rd St
16-00923	4444 Leo Ln
16-01769	5550 N Ocean Dr #15D
16-01195	1141 Fairview Ln
16-01195	1141 Fairview Ln
16-02624	3400 N Ocean Dr #606
16-02622	3400 N Ocean DR #307
16-02623	3400 N Ocean Dr #304
16-02060	3021 N Ocean Dr
15-00370	2795 Lake Dr
16-03042	3701 Broadway
16-02788	1640 Australian Ave
16-03016	1416 26th Ct W
16-01171	1104 26th St W
16-01171	1104 26th St W
16-03016	1416 26th Ct W
16-02745	391 31st W
16-02745	391 31st W
16-02745	391 31st W
16-02421	600 37th St W
16-02572	1581 15th St W
16-02572	1581 15th St W
16-02572	1581 15th St W
15-01611	601 7th St W
14-02704	156 11th St W
16-01797	190 13th St E- Café
16-02358	154 24th St W
16-01086	2800 N Ocean Dr B #4D
16-02313	1100 Surf Rd #214
16-02309	1100 Surf Rd #214
15-00370	2795 Lake Dr
16-02063	2640 Lakeshore Dr #415
16-03042	3701 Broadway
16-03021	2547 Canterbury Dr N
16-03021	2547 Canterbury Dr N
16-03021	2547 Canterbury Dr N
17-00017	4444 Leo Ln
15-01422	3730 N Ocean Dr
16-02572	1581 15th St W
16-02995	634 10th St W
16-02988	351 22nd Ct W

16-02745	391 31st W
16-02926	450 31st St W
16-02421	600 37th St W
16-02966	1209 AC Evans St
16-00923	4444 Leo Ln
16-01548	1331 Cleve H Dixon Ave
16-01548	1331 Cleve H Dixon Ave
16-01548	1331 Cleve H Dixon Ave
16-02063	2640 Lakeshore Dr #415
16-02451	3309 Old Dixie Hwy
16-03022	3400 N Ocean Dr #1908
16-02842	3065 Casa Rio Ct
16-03021	2547 Canterbury Dr N
16-00099	7289 Garden Rd
16-01634	5480 N Ocean Dr A #2D
16-00796	5150 N Ocean Dr #1603
16-01100	5150 N Ocean Dr #1603
16-01098	5150 N Ocean Dr #1601
16-00797	5150 N Ocean Dr #1601
15-01422	3730 N Ocean Dr
16-02060	3021 N Ocean Dr
16-02555	3000 N Ocean Dr #19H
16-02553	2640 Lakeshore Dr #607
16-02857	2650 Lakeshore Dr #2506
16-02572	1581 15th St W
16-03016	1416 26th Ct W
16-03016	1416 26th Ct W
16-02388	1200 Bimini Ln
16-02388	1200 Bimini Ln
15-01422	3730 N Ocean Dr
16-01828	1101 3rd St W
16-01791	3701 Broadway
16-02707	7000 N Military Tr
16-03043	1521/1571 W Blue Heron Blvd
16-00099	7289 Garden Rd
16-01742	1331 Cleve H Dixon Ave
16-01548	1331 Cleve H Dixon Ave
16-01434	1201 Ave R
16-03032	1226 3rd St W
16-01828	1101 3rd St W
15-01611	601 7th St W
16-02972	5480 N Ocean Dr A #7B
16-02694	2650 Lakeshore Dr #601
16-02745	391 31st W
13-01406	460 31st St W
16-01548	1331 Cleve H Dixon Ave
16-01548	1331 Cleve H Dixon Ave

16-01913	1641 34th St W
16-03046	1030 Pine Point Rd
16-03047	1020 Pine Point Rd
16-02745	391 31st W
16-02206	1033/1065 Silver Beach Rd
16-02707	7000 N Military Tr
15-00830	5380 N Ocean Dr I #20F
15-01125	5380 N Ocean Dr I #20F
15-01101	5380 N Ocean Dr I #6B
15-00829	5380 N Ocean Dr I #6B
15-01517	5080 N Ocean Dr #1C
16-02555	3000 N Ocean Dr #19H
16-02041	2640 Lakeshore Dr #2307
16-02343	5510 N Ocean Dr #11D
16-03046	1030 Pine Point Rd
16-02898	1030 Sugar Sands Blvd #370
15-00370	2795 Lake Dr
16-03016	1416 26th Ct W
16-03016	1416 26th Ct W
16-01578	2923 Ave F
16-03033	5480 N Ocean Dr B Ste 1
15-01422	3730 N Ocean Dr
16-01548	1331 Cleve H Dixon Ave
15-01611	601 7th St W
16-02292	1606 Ave C
16-02843	2091 Ave H West
16-02745	391 31st W
16-01742	1331 Cleve H Dixon Ave
16-01742	1331 Cleve H Dixon Ave
16-02860	100 17th St E
16-02898	1030 Sugar Sands Blvd #370
16-02746	2650 Lakeshore Dr #1106
15-000370	2795 Lake Dr
16-02414	3309 Old Dixie Hwy
16-02234	4444 Leo Ln
16-03043	1521/1571 Blue Heron Blvd
16-02972	5480 N Ocean Dr A #7B
16-02329	4000 N Ocean Dr #503
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02860	100 17th St E
16-02665	2455 Port West Blvd Bldg C
17-00017	4444 Leo Ln
15-01062	5460 N Ocean Dr #15C
15-01101	5380 N Ocean Dr I #6B
15-00829	5380 N Ocean Dr I #6B

15-01125	5380 N Ocean Dr I #6B
15-00830	5380 N Ocean Dr I #6B
16-01952	5050 N Ocean Dr #1502
15-01379	4000 N Ocean Dr #2001
16-01564	1020 Pine Point Rd
14-02678	100 Shore Dr
14-02678	100 Shore Dr
16-03053	2620 East Way
16-03053	2620 East Way
16-03053	2620 East Way
16-02041	2640 Lakeshore Dr #2307
17-00029	308 11th St W
16-01916	1800 Pres Barack Obama Hwy
16-02562	1056 27th St W
16-02811	1440 28th St W
16-01913	1641 34th St W
16-02281	3610 Ave H West

Project Description	Pass/Fail Status
Soundproofing Hallways- 22 Floors	Pass
Soundproof	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Drywall Screw	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Drywall Screw	Fail
Framing-Tiedowns/Window/Door/Access	Pass
Underlayment - Floors 1-11	Pass
Building Final	Fail
Building Final	Pass
Insulation	Pass
In Progress- Door & Windows	Pass
Building Final	Fail
Building Final	Pass
Building Final	Pass
Final Value Increase	Pass
Insulation	Pass
Building Final	Pass
Reroof- In Progress	Pass
Tin Tag & Metal	Fail
Building Final	Fail
Soundproofing -Multiple Floors	Pass
Sheathing	Pass
Roof Truss-Tiedowns/Bracing/Connections	Fail
Building Final	Pass
Buck In Progress	Pass
Roof Final	Pass
Insulation-Wall/Ceiling/Roof	Pass
Sheathing	Pass
Framing-Tiedowns/Window/Door/Access	Fail
Insulation-Wall/Ceiling/Roof	Fail
Framing	Fail
Sheathing	Pass
Footer Steel-Mono/Stem/Slab/Pool	Fail
Fence Final	Fail
Drywall Screw	
Framing-Tiedowns/Window/Door/Access	
Renovation In Progress	Fail
Garage Door Final	Pass
Insulation-Wall/Ceiling/Roof	Pass
Roof Final	Pass
Windows In Progress	Fail
Framing-Tiedowns/Window/Door/Access	Pass

Tin Tag & Metal	Pass
Roof Final	Fail
Building Final	Fail
Building Final	Pass
Drywall Screw	Pass
Door Final Only	Fail
Drywall Shaft 2nd Layer 7th Floor A,B,C Units	Pass
Building Final	Pass
Final	Fail
Wire Lath	Pass
Footer	Pass
Door In Progress	Pass
Exterior Window Framing	Pass
Pool Final	Pass
Final Paint System & Roof	Pass
Framing-Tiedowns/Window/Door/Access	Fail
Building Final	Pass
Insulation	Pass
Insulation	Pass
Drywall Shaft 1st layer Unit C	Fail
Drywall Screw Units 4A & 4B	Pass
Drywall Shaft 2nd Layer 8th Floor A,B,C Units	Pass
Building Final	Pass
Building Final	Pass
Drywall Screw	Pass
Tin Tag	Pass
Roof In Progress	Pass
Tin Tag & Metal	Pass
Sheathing	Pass
Tin Tag & Metal	Pass
Sheathing	Pass
Reroof- In Progress	Pass
Drywall Screw	Pass
Insulation	Pass
Framing	Pass
Roof Final- Shingles Only	
Windows In Progress	Fail
Roof In Progress	Pass
Building Final	Pass
Hot Mop on both Slope & Flat	Fail
Tin Tag & Metal (both Slope & Flat)	Fail
Sheathing (both Slope & Flat)	Fail
Tin Tag & Metal	Pass
Roof In Progress	Pass
Roof In Progress	Pass
Tin Tag & Metal	Pass
Fence Final	Fail

Drywall Screw	Pass
Concrete In Progress	Pass
Framing	Pass
	Pass
	Pass
	Fail
	Fail
Drywall Screw	Pass
Building Final	Fail
Framing	Pass
Insulation	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Door Final Only	Fail
Footer Steel-Mono/Stem/Slab/Pool	Fail
Fence Final	Fail
Roof Final	Pass
Door Buck	Fail
Reroof- Flat in progress	Pass
Roof Final	Pass
Building Final	Fail
Sheathing	Pass
Tin Tag	Pass
Reroof In Progress	Fail
Reroof In Progress	Pass
Sheathing	Pass
Tin Tag & Metal	Pass
Hot Mop in progress	Pass
Building Final	Fail
Door & Wall Framing	Fail
Drywall Screw	Pass
Building Final	Fail
Building Final	Pass
Final Interior Demo	Pass
Building Final	Pass
Footer Steel	Fail
Final	Fail
Fence Final	Fail
Reroof In Progress	
Tin Tag & Metal	
Sheathing	
Footer Steel-Slab	Pass
Drywall Shaft 8A, 8B, 8C	Pass
Roof Final	Fail
Roof Final	Fail
Roof Final	Pass

Hot Mop in progress	Pass
Roof Final	Pass
Roof Final	Pass
Roof Final	Fail
Drywall Screw	Pass
Roof Truss	Fail
Wall Sheathing	Fail
Framing	Fail
Building Final	Pass
Roof Final	Pass
	Fail
	Pass
Roof Final	Pass
Lath	Pass
Screw	Pass
Drywall Screw	Pass
Doors in progress	Pass
Doors in progress	Pass
Drywall Screw	Pass
Framing for Units 5A & 5B	Pass
Final -Exterior Doors only	Pass
Drywall Screw	Pass
Final	Pass
Final	Pass
Roof Final	Pass
Door Buck	Pass
Final	Fail
Roof Final	Pass
Roof In Progress	Pass
Framing for Unit 5C	Pass
Framing Door in progress	Pass
Footer Steel-Mono/Stem/Slab/Pool	Pass
Windows & Doors in progress	Pass
Sheathing	Pass
Ceiling Grid	Pass
Roof sheathing for shed	Pass
Roof Truss	Pass
Utility Room Foundation	Fail
Sheathing	Pass
Final	Pass
Building Final	Fail
Final	Fail
Building Final	Fail
Tile in progress	
Fence Final	Pass
Wall Sheathing	Pass
Wall Framing	Pass



Footer Steel-Slab	Pass
Footer	Pass
Footer	Fail
Tile in progress	Pass
Roof Final	Pass
Building Final	Fail
Building Final	Fail
Building Final	Fail
Building Final	Fail
Building Final	Fail
Building Final	Fail
Rest of Soundproofing	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Beams/Columns	Pass
Framing-Tiedowns/Window/Door/Access	Pass
Footer Steel-Mono/Stem/Slab/Pool	
Door Buck	Pass
Building Final	Pass
Building Final	Fail
In progress	Fail
Insulation for 5B	Pass
Wire Lath	Pass
Building Final	Fail
Footer Steel-Slab	Pass
Drywall In Progress	Pass
Roof Final	Fail
Shingles in progress	Pass
Tin Tag & Metal	Pass
Reroof In Progress	Pass
Insulation-Wall/Ceiling/Roof	Pass
Soundproofing	Pass
Footer Steel-Mono/Stem/Slab/Pool	Pass
Building Final	Fail
Tile in progress	Fail
Roof Final	Pass
in progress	
Building Final	Fail
Insulation for 5A & 5C	Pass
Drywall Screw for 5B	Pass
Drywall Shaft 1st layer Floors 9,10,11-Units A,B,C	Pass
Reroof In Progress	Pass
Reroof In Progress	Pass
Beams/Columns	Pass
Building Final	Pass
Building Final	
Building Final	

Building Final	
Building Final	
Building Demo Final	Pass
Building Final	Pass
Roof Final	Pass
Wire Lath	Pass
Hardi Board in progress	Pass
Reroof In Progress	Pass
Tin Tag & Metal	Pass
Sheathing	Pass
Drywall Screw	Pass
Fence Final	Pass
Roof Final	Pass
Building Final	Fail
Building Demo Final	Pass
Framing	Pass
Sheathing	

### Additional Staff Comments

[illegible]

Scheduled by mistake  
Scheduled by mistake

Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural

[illegible]

cancelled

not ready

Could not inspect tin tag on low sloped flat roof. Need engineer letter  
Could not inspect sheathing. Need engineer letter certifying sheathing

No plans/permit



Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	No roof access
Inspection-Structural	
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	
Inspection-Structural	
Plan Review-Structural	
Plan Review-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Contractor to provide engineer letter certifying door buck installation
Inspection-Structural	Contractor to provide engineer letter certifying door buck installation
Inspection-Structural	
Inspection-Structural	Contractor provided pictures of door buck installation as requested
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Contractor provided pictures of door buck installation. Pick up pictures
Inspection-Structural	not ready
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	No approved revision for framing on job site. Contractor needs to prov
Inspection-Structural	
Inspection-Structural	Column & Beam Steel
Inspection-Structural	Contractor will provide pictures of window & door buck installation at
Inspection-Structural	Contractor has certified letter from engineer certifying 5/8 cox plywoo
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Need electric bond inspection. Need density and elevation certificate
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	West wall of residence listed as 2 hr. fire rated wall on approved drawi
Inspection-Structural	No permit/plans
Inspection-Structural	No access
Inspection-Structural	cancelled
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	

Inspection-Structural	
Inspection-Structural	
Inspection-Structural	not ready
Inspection-Structural	
Inspection-Structural	Contractor provided engineering letter , roof certification letter affidavit
Inspection-Structural	Window & Door buck system not currently installed. Shim space can't
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	not ready
Inspection-Structural	Complete
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	cancelled
Inspection-Structural	
Inspection-Structural	not ready
Inspection-Structural	Need detail showing repairs soffit tails. Submit to Building Dept for review
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	No revised drawings for 2 hr firewall on job site
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Pictures do not show hot mop in progress for flat roof. Provide engineering
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	In progress OK. Contractor will call for continued in progress for Monday
Inspection-Structural	Partial. Contractor to provide pictures of bathroom wall insulation @ completion
Inspection-Structural	
Inspection-Structural	Need Electrical Final
Inspection-Structural	Need approve product approval on job site
Inspection-Structural	Contractor provided engineer letter for plywood installation & picture
Inspection-Structural	cancelled
Inspection-Structural	No access
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	OK. Will call for continued in progress for cold tar & gravel application
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	cancelled
Inspection-Structural	cancelled

Inspection-Structural	cancelled
Inspection-Structural	cancelled
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Need window buck inspection, mullion inspection or provide engineer
Inspection-Structural	
Inspection-Structural	cancelled





certifying low sloped flat roof

ng

ed sloped roof for tin tag

eer letter certifying process. Need in progress inspection for sloped roof hot mop process

at Final  
at Final

s at Final

vide letter from design professional as to framing installtion for Final approval.

Final inspection  
nd

ings. Submit revisions reclassifying west wall

vit and pictures for Final  
be larger than 1/4". Need to see frame mounting screw clusters.

view

er letter certifying flat roof process

L/30/17. Will provide pictures for each step of process  
drywall screw inspection.

s for in progress inspections

letter certifying window buck & mullion bar installation

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/9/2017		5	Judson Dulany

1/10/2017	1	Judson Dulany
1/11/2017	1	Judson Dulany
1/19/2017	7	Judson Dulany

1/23/2017	7	Judson Dulany
-----------	---	---------------

1/25/2017	3.5	Judson Dulany
-----------	-----	---------------

City Permit Number	Project Address	Project Description
16-00658	1111 Gulfstream Way	Building Final
15-00046	1080 Bimini Ln	Final
14-02407	1080 Bimini Ln	Final
15-02330	1270 Bimini Ln	Building Final
16-02367	3611 Ardmore Way	Beam on batter piles
16-02000	1030 Sugar Sands Blvd #372	Final
16-02972	5480 N Ocean Dr	
	1161 Coral Way	
16-02776	5480 N Ocean Dr B 4C	Remodel
16-02887	990 Powell Dr	Dock
17-00005	3610 Ave M W	Windows
17-00007	951 W 13th St Bay 3	Garage Door
17-00049,50	3701 Broadway	Sign
16-03060,61	3701 Broadway	Monu Sign
16-03062,63	3701 Broadway	Wall Sign
16-03038	1320 Ave H	Fence
15-00370	2795 Lake Dr	Footer
16-01000	1141 Coral Way	Revision
16-03025	2001 Congress Ave	Revision
17-00006	410 Wilma Cir #206	Window/Door
17-00004	3895 Westroads D	Lift
	430 Blue Heron Blvd	Duplex Remodel
16-02719	901 W 1st St	Remodel
17-00036	3530 Ave F	LP
17-00076	950 W 13th St Bay 1	Garage Door



Pass/Fail Status	Additional Staff Comments
Pass	Inspection-Structural
Fail	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Inspection-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/3/2017		2	Warren DeLoach
1/3/2017		6	Warren DeLoach
1/4/2017		4	Warren DeLoach
1/4/2017		4	Warren DeLoach
1/5/2017		2	Warren DeLoach
1/5/2017		6	Warren DeLoach
1/6/2017		4	Warren DeLoach
1/6/2017		4	Warren DeLoach
1/9/2017		6	Warren DeLoach
1/9/2017		2	Warren DeLoach
1/10/2017		6	Warren DeLoach

1/10/2017	2	Warren DeLoach
1/11/2017	0.5	Warren DeLoach
1/11/2017	0.5	Warren DeLoach
1/11/2017	7	Warren DeLoach
1/12/2017	2	Warren DeLoach
1/12/2017	6	Warren DeLoach
1/13/2017	2.5	Warren DeLoach
1/13/2017	2.5	Warren DeLoach
1/13/2017	0.75	Warren DeLoach
1/16/2017	8	Warren DeLoach
1/17/2017	0.5	Warren DeLoach
1/17/2017	2.75	Warren DeLoach
1/17/2017	1	Warren DeLoach
1/17/2017	3.75	Warren DeLoach
1/18/2017	4	Warren DeLoach

1/18/2017	2	Warren DeLoach
1/18/2017	2	Warren DeLoach
1/19/2017	2.5	Warren DeLoach
1/19/2017	3.5	Warren DeLoach
1/19/2017	1	Warren DeLoach
1/19/2017	1	Warren DeLoach
1/20/2017	1.5	Warren DeLoach
1/20/2017	2	Warren DeLoach
1/20/2017	4.5	Warren DeLoach
1/23/2017	4.5	Warren DeLoach
1/23/2017	1	Warren DeLoach
1/24/2017	2.75	Warren DeLoach

1/24/2017	3.75	Warren DeLoach
1/24/2017	0.75	Warren DeLoach
1/24/2017	0.75	Warren DeLoach
1/25/2017	3	Warren DeLoach
1/25/2017	5	Warren DeLoach
1/26/2017	5	Warren DeLoach
1/26/2017	3	Warren DeLoach
1/27/2017	2	Warren DeLoach
1/27/2017	3	Warren DeLoach
1/27/2017	3	Warren DeLoach
1/30/2017	1	Warren DeLoach
1/30/2017	4	Warren DeLoach

1/30/2017	1	Warren DeLoach
1/31/2017	3	Warren DeLoach
1/31/2017	2.5	Warren DeLoach
1/31/2017		Warren DeLoach
1/31/2017	2.5	Warren DeLoach

City Permit Number	Project Address
16-00927	1270 Bimini Ln
16-00977	1211 Fairview Ln
16-02841	2550 Canterbury Dr N
16-01988	301 13th St W
16-01310	1061 Singer Dr
15-02835	1270 Bimini Ln
16-00812	1111 Gulfstream Way
16-02863	3701 Broadway
16-02734	5460 N Ocean Dr #8C
16-01453	1080 Bimini Ln
16-01805	5380 N Ocean Dr I #18F
16-01791	3701 Broadway
16-01791	3701 Broadway
16-03010	321 24th St W
16-01901	3730 N Ocean Dr
16-02818	1030 Sugar Sands Blvd #372
16-02175	4444 Leo Ln
16-02449	2700 N Ocean Dr I #1401
16-02675	1270 Bimini Ln
17-00019	1416 26th Ct W
16-00768	1800-1830 MLK Blvd
16-01587	4620/4636 Dyer Blvd
16-02691	1111 Gulfstream Way
16-02675	1270 Bimini Ln
16-02554	3000 N Ocean Dr #19H
16-00319	3730 N Ocean Dr
16-03024	7289 Garden Rd
16-02813	1101 Sugar Sands Blvd #6
16-02590	1100 Surf Rd #214
16-02175	4444 Leo Ln
16-02844	1201 Ave R
16-02440	3701 Broadway
16-02844	1201 Ave R

16-02699	1170 Sugar Sands Blvd #404
16-02863	3701 Broadway
16-02977	3309 Old Dixie Hwy
16-01872	2666 Park Ave
17-00040	790 Woodbine
16-01872	2666 Park Ave
16-000319	3730 N Ocean Dr
15-02847	1270 Bimini Ln
16-01218	1030 Pine Point Rd
16-01432	1020 Pine Point Rd
16-00435	5420 N Ocean Dr #1904
16-02430	1140 Harbor Dr S
16-03019	4200 N Ocean Dr I #1506
16-02472	1140 Harbor Dr S
16-01615	1201 Sugar Sands Blvd #8
16-02914	5380 N Ocean Dr I #6B
16-02848	3118 Ave H West
16-03056	5280 N Ocean Dr #16B
16-03013	1133 34th St W
16-00409	1127 W 28th St
16-03027,3028	1191 Emerald Ln
16-03027,3028	1127 W 28th St
16-02899	6769 White Dr
16-02950	4600 N Ocean Dr #1103
16-00319	3730 N Ocean Dr
16-00319	3730 N Ocean Dr
17-00104	2640 Lakeshore Dr #415
16-02899	6769 White Dr
16-02996	1060 Powell Dr
16-02899	6769 White Dr
16-02829	410 30th St W



16-01901	3730 N Ocean Dr
17-00016	1199 Emerald Dr
16-02529	1256 Rose Gate Blvd
16-02981	425 15th St W
16-02493	3021 N Ocean Dr
16-02493	3021 N Ocean Dr
16-02992	3200 N Ocean Dr- Marriott West
14-02704	156 11th St W
15-01611	601 7th St W
16-02935	308 11th St W
16-03015	1348 33rd St W
16-02950	4600 N Ocean Dr #1103
16-02529	1256 Rose Gate Blvd
16-02493	3021 N Ocean Dr
16-02493	3021 N Ocean Dr
16-00319	3730 N Ocean Dr
16-01782	2666 Park Ave
16-01782	2666 Park Ave
16-02529	1256 Rose Gate Blvd
16-02812	2001 Congress Ave Bay F
16-02974	2800 Park Ave
16-02974	2800 Park Ave
16-01425	1319 Ave G
16-01914	1641 34th St W
16-01782	2666 Park Ave
16-02753	3004 Broadway
16-02806	1416 26th Ct W
16-01865	2700 N Ocean Dr I #701
16-01240	3161 Ave F
16-02981	425 15th St W
16-03058	5480 N Ocean Dr B #3B
16-02906	5480 N Ocean Dr B #3C
16-02725	5480 N Ocean Dr B #6B
16-02925	5480 N Ocean Dr B #7A

16-03059	5480 N Ocean Dr B #3B
16-02491	1020 Pine Point Rd
16-03066	1030 Sugar Sands Blvd #370
16-00319	3730 N Ocean Dr
16-01872	2666 Park Ave
16-01872	2666 Park Ave
16-02806	1416 26th Ct W
16-02929	2800 N Ocean Dr A #7B
16-00897	1030 Pine Point Rd
16-03027	1127 28th St W
16-03050	313 13th St W
16-01987	313 13th St W
16-03051	301 13th St W
17-00171	1606 Ave C
17-00092	1131 Ave G
11-01497	1360 6th St W
16-02978	3309 Old Dixie Hwy
17-00171	1606 Ave C
16-00522	1051 Singer Dr
16-00435	5420 N Ocean Dr #1904
15-02606	5540 N Ocean Dr #12B
16-01872	2666 Park Ave
16-01901	3730 N Ocean Dr
17-00111	1110 Singer Dr
16-02977	3309 Old Dixie Hwy
16-02978	3309 Old Dixie Hwy
16-02961	1199 Emerald Dr
17-00181	1251 Coral Way
16-01497	752 Dr MLK Jr Blvd
16-01496	752 Dr MLK Jr Blvd
16-01872	2666 Park Ave
16-01784	1641 34th St W
16-00319	3730 N Ocean Dr
16-00319	3730 N Ocean Dr
16-00321	3730 N Ocean Dr
17-00198	1060 Powell Dr

15-01063	5460 N Ocean Dr #15C
16-01872	2666 Park Ave
16-03024	7289 Garden Rd
16-03024	7289 Garden Rd
16-01901	3730 N Ocean Dr
16-01901	3730 N Ocean Dr
16-02558	5050 N Ocean Dr #1502
16-02493	3021 N Ocean Dr
16-02375	5050 N Ocean Dr #1502
15-02399	1030 Pine Point Rd
16-02414	3309 Old Dixie Hwy
16-01872	2666 Park Ave

Project Description	Pass/Fail Status
AC Final	Pass
AC Final	Fail
Plumbing Final	Pass
Plumbing Final	Fail
Final Pool Plumbing	Pass
Plumbing Final	Pass
Final Pool Plumbing	Pass
Ceiling Rough In	Pass
AC Final	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Footer Steel- Mono/Stem/Slab/Pool	Fail
Drywall Inspection	Pass
Roof Final	Pass
AC Rough In 5th Floor Units A,B & C	Pass
Plumbing Final	Pass
Underground Rough Top	Pass
Plumbing Final	Pass
Plumbing Final	Fail
Rough In	Pass
Rough Plumbing	
AC Final	Pass
Plumbing/Gas Final	Pass
Irrigation Final	Pass
Rough Plumbing	Pass
Sanitary & Rainwater Floors 10-12	Pass
Above Ceiling HVAC	Pass
AC Final	Pass
Plumbing Final	Pass
Tie In Sewer	Pass
Rough Plumbing	Pass
Plumbing Final	Pass
Rough Plumbing	Pass

AC Final	Fail
AC Final	Pass
AC Final	Pass
	Fail
	Pass
	Fail
Top Out 5th Floor	Pass
Final Irrigation	Pass
Underground Gas Tank & Lines	Pass
Underground Gas Tank & Lines	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Water Heater Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass
	Fail
	Pass
	Pass
	Pass
	Fail
AC Final	Fail
Above ground rough water risers up to 11th floor	Pass
Top out 5th Floor	Pass
Plumbing Final	Pass
	Fail
	Pass
	Fail
AC Final	Pass

Rough Duct Shaft 9th-12th Floors	Pass
Rough Mechanical	Pass
AC Final	Fail
Plumbing Rough	Pass
2nd Rough In- Gas 1st floor utility room	Fail
Plumbing Final- Units 1-10 1st Floor	Fail
Plumbing Final	Pass
Insulation- Wall/Ceiling/Roof	Pass
Final New Home	Fail
Tin Tag & Metal	Pass
AC Final	Pass
AC Final	Pass
AC Final	Fail
Gas Top Out	Pass
Plumbing Final	Pass
Shower Pan for 4th Floor	Pass
	Fail
	Fail
AC Final	Pass
Rough Duct	Pass
Water Lines	Pass
Gas Rough	Pass
Final Irrigation	Fail
Rough In & Shower Pan	Pass
	Fail
	Pass
AC Final	Fail
AC Final	Pass
AC Final	Pass
Plumbing Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass
AC Final	Pass

Plumbing Final	Pass
Main Drain	Pass
Rough In	Pass
Shower Pans- 4th Floor Unit C	Pass
	Fail
	Fail
AC Final	Pass
AC Final	Pass
AC Final	Pass
Plumbing Final	Pass
Irrigation Final	Pass
Plumbing Final	Pass
Irrigation Final	Pass
Ground Rough	Pass
Underground	Pass
Irrigation Final	Pass
Plumbing Final	Pass
Air Line Inspection	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Plumbing Final	Fail
	Fail
Rough Duct for floors 6/7 Units A,B, & C	Pass
AC Final	Pass
AC Final	Pass
Plumbing Final	Pass
Underground	Pass
Rough Plumbing	Pass
Plumbing Final	Pass
Plumbing Final	Pass
	Fail
Duct Rough	Pass
Top out through the condo seat & 11th floor	Pass
Condensate Piping 11th floor	Pass
Gas Rough through the 15th floor	Pass
Main Drain	Pass

Plumbing Final	Pass
	Fail
HVAC Final	Fail
Final Duct Work	Fail
Rough Fire Damper for 4th & 5th floors	Pass
Duct Rough In A,B,C Units for 8th floor	Pass
AC Final	Pass
Gas Final	Pass
Plumbing Final	Pass
Plumbing Final	Pass
Building Final	Pass
	Fail



<b>Additional Staff Comments</b>
----------------------------------

Inspection-Mechanical

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Mechanical

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

cancelled

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Mechanical

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

adder to go up to roof to inspect unit. Inside inspection OK

Plan Review-Mechanical  
Plan Review-Mechanical

Plan Review-Plumbing

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Inspection-Plumbing  
Inspection-Plumbing

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Mechanical  
Inspection-Mechanical

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Plan Review-Structural

Plan Review-Structural

Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Plan Review-Mechanical

Plan Review-Plumbing  
Plan Review-Plumbing

Inspection-Mechanical

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Need AC plan to match duct installation  
no access

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

No permit/plans on job site  
No permit/plans on job site

Structural  
Structural  
Structural

No access

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

No access

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

approved per plans. Gas Hot Water Heater NOT part of approval  
  
Approval subject to engineer of record to certify inspection. Any

Plan Review-Mechanical

Plan Review-Plumbing

Inspection-Mechanical  
Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Plan Review-Plumbing  
Plan Review-Plumbing

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Plumbing

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Plan Review-Plumbing

Plan Review-Structural

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Building not accessible for inspection

Plan Review-Structural

Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical  
Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Plan Review-Structural

Inspection-Mechanical

Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing  
Inspection-Plumbing

Inspection-Plumbing

Plan Review-Structural

Inspection-Mechanical

Req. smoke detector, shut AC unit off with the 5 alarm go off.

Inspection-Mechanical

Req. smoke detector, shut AC unit off with the 5 alarm go off.

Inspection-Mechanical

Inspection-Mechanical

Inspection-Mechanical

Inspection-Plumbing

Inspection-Plumbing

Inspection-Plumbing

Inspection

Plan Review-Structural





change to the approved plans for any inspection by the contract shall be approved and certify for revisic











on.

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/3/2017		8	Adrian Popescu
1/4/2017		4	Adrian Popescu
1/5/2017		8	Adrian Popescu
1/6/2017		5	Adrian Popescu
1/9/2017		8	Adrian Popescu
1/10/2017		8	Adrian Popescu
1/11/2017		8	Adrian Popescu
1/12/2017		8	Adrian Popescu
1/13/2017		8	Adrian Popescu
1/17/2017		8	Adrian Popescu

1/19/2017

8

Adrian Popescu

1/30/2017

8

Adrian Popescu

1/31/2017

8

Adrian Popescu

City Permit Number	Project Address	Project Description
16-02832	3790 W Blue Heron Blvd	
16-02776	5840 N Ocean Dr B #4C	
16-00409	1191 Emerald Ln	
16-03028	1127 W 28th St	
16-03001	1548 W 33rd St	
16-02753	2900 Broadway	
16-02967	1800 Old Dixie Hwy	
16-02871	1416 W 26th Ct	
16-02444	2001 N Congress Ave	
16-03027	1127 W 28th St	
16-02976	1109 W 35th St	
16-02776	5480 N Ocean Dr	
16-02651	2633 Park Ave	
16-02862	2565 Canterbury Dr	
16-02915	1100 Cabana Rd	
16-02774	6500 Military Tr	
16-02832	3790 W Blue Heron Blvd	
17-00012	1112 Coral Way	
16-02490	1020 Pine Point Rd	
17-00012	1112 Coral Way	
16-03057	45 W 17th St	
16-02787	3701 Broadway	
16-02899	6769 White Dr	
16-03028	1127 W 28th St	
16-02058	2800 N Ocean Dr A #20D	
16-02962	130 E 24th St	
15-02245	1800 MLK Blvd	
17-00073	1020 Pine Point Rd	
16-03028	1127 W 28th St	
16-02832	3790 W Blue Heron Blvd	
16-03057	45 W 17th St	
17-00039	5380 N Ocean Dr	
16-02775	5540 N Ocean Dr	
17-00022	430 W Blue Heron Blvd	
16-02827	1251 Coral Way	
16-02827	1251 Coral Way	
16-02915	1100 Cabana Rd	
16-02651	2633 Park Ave	
16-01215	600 W Blue Moon St	
16-02774	6500 N Military Tr	
17-00034	1424 W 32nd St	
16-02842	3065 Casa Rio Ct	
17-00060	900 W 9th St	



17-00004	3895 Westroads Dr
17-00086	1210 Morse Blvd
16-03027	1127 W 28th St
17-00022	1210 Morse Blvd
17-00049	3701 Broadway
16-03061	3701 Broadway
16-03063	3701 Broadway
17-00073	1020 Pine Point Rd
16-01472	45 W 15th St
17-00088	600 W Blue Heron Blvd
17-00034	1424 W 32nd St
16-02753	2900 Broadway
16-03057	45 W 17th St
16-02058	2800 N Ocean Dr A #20D
16-02719	901 W 1st St
16-02747	100 E 17th St
17-00012	1112 Coral Way
16-02651	2633 Park Ave
16-02410	301 W 15th St
16-02747	100 E 17th St
17-00138	3600 N Ocean Dr
17-00136	1190 Morse Blvd
17-000126	2700 N Ocean Dr
16-03061	3701 Broadway
16-03063	3701 Broadway
16-03017	1231 Gulfstream Way

Pass/Fail Status	Additional Staff Comments
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
	Plan Review-Electrical
Fail	Plan Review-Electrical

Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Fail	Plan Review-Electrical
Pass	Plan Review-Electrical
Pass	Plan Review-Electrical
Fail	Plan Review-Electrical

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/17/2017		8	Tom McElvy

1/18/2017		3	Tom McElvy
-----------	--	---	------------

1/23/2017		8	Tom McElvy
-----------	--	---	------------

1/24/2017		8	Tom McElvy
-----------	--	---	------------

1/25/2017		8	Tom McElvy
-----------	--	---	------------

1/26/2017		8	Tom McElvy
-----------	--	---	------------

1/27/2017		8	Tom McElvy
-----------	--	---	------------

1/30/2017

8

Tom McElvy

City Permit Number	Project Address
16-01791	3701 Broadway
15-01611	601 7th St W
16-01734	341 27th St W
16-01434	1201 Ave R
16-01791	3701 Broadway
16-02670	5139 Elpine Way
16-02949	3400 N Ocean Dr #908
16-02972	5480 N Ocean Dr A #7B
15-00046	1080 Bimini Ln
16-02965	1410 Ave E
16-01936	1138 23rd St W
16-01734	341 27th St W
16-01734	341 27th St W
16-03042	3701 Broadway
16-01936	1138 23rd St W
16-02427	820 9th St W
16-03032	1226 3rd St W
16-03032	1226 3rd St W
16-02935	308 11th St W
16-03045	3301 Ave T
16-01734	341 27th St W
16-00912	4100 N Ocean Dr #1703
16-01870	5200 N Ocean Dr #305
16-02723	3200 N Ocean Dr- Marriott West
16-02490	1020 Pine Point Rd
15-00046	1080 Bimini Ln
16-03045	3301 Ave T
17-00068	1110 Singer Dr
17-00068	1110 Singer Dr
17-00068	1110 Singer Dr
16-03032	1226 3rd St W
15-00139	350 24th St E
16-01936	1138 23rd St W
16-02935	308 11th St W
16-00963	211 Canterbury Dr W
16-03003	1252 36th St W
14-02704	156 11th St W
16-02711	3575 RJ Hendley Ave
16-03045	3301 Ave T
16-03045	3301 Ave T
16-02542	1140 Harbor Dr S
16-02904	3021 N Ocean Dr
16-01380	1190 Bimini Ln

16-02215	1111 Coral Way
16-02490	1020 Pine Point Rd
16-02966	1209 AC Evans St
16-03045	3301 Ave T
16-02281	3610 Ave H West
16-02275	313 13th St W
16-02276	301 13th St W
16-03053	2620 East Way
16-02827	1251 Coral Way
16-02996	1060 Powell Dr
16-01424	301 13th St W

Project Description	Pass/Fail Status	Additional Staff Comments
Footer for wall along Broadway	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Sheathing	Fail	Inspection-Structural
Footer for laundry room	Fail	Inspection-Structural
Fire Wall	Pass	Inspection-Structural
Window & Door Final	Fail	Inspection-Structural
Window in Progress	Fail	Inspection-Structural
Final	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Footer/Slab	Fail	Inspection-Structural
Footer Steel- Foundation	Pass	Inspection-Structural
Sheathing- Wall or Floor	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Footer Steel- Foundation	Fail	Inspection-Structural
Garage Door Final	Pass	Inspection-Structural
Tin Tag & Metal	Pass	Inspection-Structural
Reroof in progress	Pass	Inspection-Structural
Shingles in progress	Pass	Inspection-Structural
Sheathing		Inspection-Structural
Roof Truss-Tiedowns/Bracing/Connections		Inspection-Structural
Building Final	Pass	Inspection-Structural
Windows In Progress	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Footer Steel-Pool	Fail	Inspection-Structural
Building Final	Pass	Inspection-Structural
Sheathing	Pass	Inspection-Structural
Reroof in progress	Fail	Inspection-Structural
Tin Tag & Metal	Fail	Inspection-Structural
Sheathing	Fail	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Footer		Inspection-Structural
Roof Final	Pass	Inspection-Structural
Windows & Door in progress	Fail	Inspection-Structural
Windows In Progress	Fail	Inspection-Structural
Drywall Screw	Fail	Inspection-Structural
Window/Door Final	Pass	Inspection-Structural
Tin Tag & Metal	Pass	Inspection-Structural
Reroof in progress	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Front Window in progress	Fail	Inspection-Structural



Roof Final	Pass	Inspection-Structural
Pool Steel	Pass	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Sheathing	Fail	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Sheathing	Fail	Inspection-Structural
Footer Steel-Slab	Fail	Inspection-Structural
Steel for concrete benches	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural

No plans/permit- No access

No plans/permit- not ready

treat soil for termites, 1 1/2" block recess req. Must provide 3" min clearance from foundation steel to soil

2 1/2" min edge for anchors req

Not ready

No access, no answer at front door

Final drainage certifications req & driveway to be complete

Not per plan

Foundation not per plan

Cancelled by Office/Contractor

Cancelled by Office/Contractor

Piling Cert. Req, Pool Steel, Bonding & Main Drain OK

Affidavit provided not acceptable (Owner/Builder & Palm Beach County). Work performed in Riviera Beach

Affidavit provided not acceptable (Owner/Builder & Palm Beach County). Work performed in Riviera Beach

Affidavit provided not acceptable (Owner/Builder & Palm Beach County). Work performed in Riviera Beach

Cancelled by Office/Contractor

Installation doesn't comply with NOA's. Missing anchors

Not ready

Plans/Permit to be posted

Anchor edge distance at hinged door, all window OK

Installation does not comply w/ approved NOA's. Provide correct NOA's. Expose anchors

Not ready

Not ready

Must provide a cont. load bearing footing

Final Survey, Final Termite Treatment, Final Cert. for foam attic insulation, repair vents at soffit, paved parking



¿? Drainage cert. req.

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
1/9/2017		2	Rick Lee
1/10/2017		3.5	Rick Lee
1/12/2017		1	Rick Lee
1/13/2017		1	Rick Lee
1/17/2017		5	Rick Lee
1/18/2017		5.5	Rick Lee
1/23/2017		1	Rick Lee
1/24/2017		3	Rick Lee
1/25/2017		2	Rick Lee
1/27/2017		1	Rick Lee
1/30/2017		1	Rick Lee
1/31/2017		5	Rick Lee

City Permit Number	Project Address	Project Description
16-02753	2800 Broadway	
16-02753	2800 Broadway	Confirm FS Locations
15-02455	1800 MLK Blvd	Phone Call-Contractors
15-02455	1800 MLK Blvd	Phone: SFM & Office
16-02776	5480 N Ocean Dr	
15-02455	1800 MLK Blvd	
	3701 Broadway-Dollar Store	Inspect for TCO
15-02455	1800 MLK Blvd	
16-02753	2900 Broadway	
	217 S Lake Ave	
15-02455	1800 MLK Blvd	
16-03057	45th St & 17th St	
16-03057	45th St & 17th St	
15-02455	1800 MLK Blvd	
15-02455	1800 MLK Blvd	
	2666 S Ocean	
16-03057	45 W 17th St	

[illegible]



**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

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

March 9, 2017  
Project No: 000127000.00  
Invoice No: 0004409

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services  
Vendor # 11722  
PO# 114532 & 112651

**Professional Services from February 1, 2017 to February 28, 2017****Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner			
Brooks, Jonathan	30.00	75.00	2,250.00
DeLoach, Warren	32.25	75.00	2,418.75
Dulany, Judson	8.00	75.00	600.00
McNicholas, Martha	17.50	75.00	1,312.50
Schuler, Phillip	121.50	75.00	9,112.50
Electrical Plans Examiner			
Popescu, Adrian	116.00	75.00	8,700.00
Mechanical Plans Examiner			
DeLoach, Warren	5.50	75.00	412.50
McNicholas, Martha	77.50	75.00	5,812.50
Plumbing Plans Examiner			
DeLoach, Warren	21.25	75.00	1,593.75
McNicholas, Martha	23.00	75.00	1,725.00
Fire Plans Examiner			
Lee, Selwyn	33.00	75.00	2,475.00
Structural Inspector			
Brooks, Jonathan	130.00	65.00	8,450.00
Dulany, Judson	8.00	65.00	520.00
Mcelvy, Thomas	59.00	65.00	3,835.00
Mechanical Inspector			
DeLoach, Warren	9.50	65.00	617.50
Kajak, Joseph	30.00	65.00	1,950.00
Plumbing Inspector			
DeLoach, Warren	13.50	65.00	877.50
Kajak, Joseph	35.00	65.00	2,275.00
Totals	770.50		54,937.50
<b>Total Labor</b>			<b>54,937.50</b>

**Additional Fees**

Building Official Services (Feb 1 - 4)	800.00
Building Official Services (Feb. 5 - 11)	1,600.00
Building Official Services (Feb 12 - 18)	1,600.00
Building Official Services (Feb 19 - 25)	1,600.00

---

Project	000127000.00	Riviera Beach PR & Insp	Invoice	0004409
Building Official Services (Feb 26 - 28)			800.00	
<b>Total Additional Fees</b>			<b>6,400.00</b>	<b>6,400.00</b>
			<b>Total this Invoice</b>	<b>\$61,337.50</b>

**Outstanding Invoices**

Number	Date	Balance
0003981	10/10/2016	3,500.00
0004024	11/15/2016	62,611.25
0004139	12/8/2016	66,691.25
0004194	1/13/2017	73,802.50
0004336	2/13/2017	71,497.50
<b>Total</b>		<b>278,102.50</b>

**Total Now Due                      \$339,440.00**

Authorized  
By:



Date:

3/9/17

Mr. Carlos Penin, PE

# Billing Backup

Thursday, March 9, 2017

C.A.P. Government, Inc.

Invoice 0004409 Dated 3/9/2017

1:14:07 PM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01632	Brooks, Jonathan	2/7/2017	8.00	75.00	600.00
01632	Brooks, Jonathan	2/8/2017	5.00	75.00	375.00
01632	Brooks, Jonathan	2/9/2017	5.00	75.00	375.00
01632	Brooks, Jonathan	2/13/2017	4.00	75.00	300.00
01632	Brooks, Jonathan	2/20/2017	8.00	75.00	600.00
01614	Deloach, Warren	2/1/2017	4.00	75.00	300.00
01614	Deloach, Warren	2/2/2017	2.25	75.00	168.75
01614	Deloach, Warren	2/3/2017	3.00	75.00	225.00
01614	Deloach, Warren	2/6/2017	4.00	75.00	300.00
01614	Deloach, Warren	2/15/2017	2.00	75.00	150.00
01614	Deloach, Warren	2/16/2017	3.00	75.00	225.00
01614	Deloach, Warren	2/17/2017	6.00	75.00	450.00
01614	Deloach, Warren	2/21/2017	5.00	75.00	375.00
01614	Deloach, Warren	2/22/2017	3.00	75.00	225.00
01567	Dulany, Judson	2/1/2017	8.00	75.00	600.00
01543	McNicholas, Martha	2/7/2017	1.00	75.00	75.00
01543	McNicholas, Martha	2/9/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/23/2017	1.50	75.00	112.50
01543	McNicholas, Martha	2/24/2017	3.00	75.00	225.00
01543	McNicholas, Martha	2/27/2017	4.00	75.00	300.00
01543	McNicholas, Martha	2/28/2017	6.00	75.00	450.00
01638	Schuler, Phillip	2/1/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/2/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/3/2017	7.00	75.00	525.00
01638	Schuler, Phillip	2/6/2017	6.50	75.00	487.50
01638	Schuler, Phillip	2/7/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/8/2017	5.00	75.00	375.00
01638	Schuler, Phillip	2/9/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/10/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/14/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/15/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/16/2017	2.00	75.00	150.00
01638	Schuler, Phillip	2/17/2017	1.00	75.00	75.00
01638	Schuler, Phillip	2/20/2017	.50	75.00	37.50
01638	Schuler, Phillip	2/21/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/22/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/23/2017	3.50	75.00	262.50
01638	Schuler, Phillip	2/24/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/27/2017	8.00	75.00	600.00
01638	Schuler, Phillip	2/28/2017	8.00	75.00	600.00
Electrical Plans Examiner					
01599	Popescu, Adrian	2/1/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/2/2017	8.00	75.00	600.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004409
01599	Popescu, Adrian	2/3/2017	4.50	75.00	337.50
01599	Popescu, Adrian	2/6/2017	5.00	75.00	375.00
01599	Popescu, Adrian	2/7/2017	4.00	75.00	300.00
01599	Popescu, Adrian	2/8/2017	3.00	75.00	225.00
01599	Popescu, Adrian	2/9/2017	5.50	75.00	412.50
01599	Popescu, Adrian	2/10/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/13/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/14/2017	2.00	75.00	150.00
01599	Popescu, Adrian	2/15/2017	6.00	75.00	450.00
01599	Popescu, Adrian	2/17/2017	6.00	75.00	450.00
01599	Popescu, Adrian	2/20/2017	6.00	75.00	450.00
01599	Popescu, Adrian	2/21/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/22/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/23/2017	8.00	75.00	600.00
01599	Popescu, Adrian	2/24/2017	5.00	75.00	375.00
01599	Popescu, Adrian	2/27/2017	5.00	75.00	375.00
01599	Popescu, Adrian	2/28/2017	8.00	75.00	600.00
Mechanical Plans Examiner					
01614	Deloach, Warren	2/15/2017	2.00	75.00	150.00
01614	Deloach, Warren	2/16/2017	2.50	75.00	187.50
01614	Deloach, Warren	2/17/2017	1.00	75.00	75.00
01543	McNicholas, Martha	2/1/2017	6.00	75.00	450.00
01543	McNicholas, Martha	2/2/2017	6.00	75.00	450.00
01543	McNicholas, Martha	2/3/2017	5.00	75.00	375.00
01543	McNicholas, Martha	2/6/2017	4.00	75.00	300.00
01543	McNicholas, Martha	2/7/2017	4.00	75.00	300.00
01543	McNicholas, Martha	2/8/2017	5.00	75.00	375.00
01543	McNicholas, Martha	2/9/2017	4.00	75.00	300.00
01543	McNicholas, Martha	2/10/2017	8.00	75.00	600.00
01543	McNicholas, Martha	2/13/2017	6.00	75.00	450.00
01543	McNicholas, Martha	2/15/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/21/2017	8.00	75.00	600.00
01543	McNicholas, Martha	2/22/2017	8.00	75.00	600.00
01543	McNicholas, Martha	2/23/2017	4.50	75.00	337.50
01543	McNicholas, Martha	2/24/2017	2.50	75.00	187.50
01543	McNicholas, Martha	2/27/2017	3.00	75.00	225.00
01543	McNicholas, Martha	2/28/2017	1.50	75.00	112.50
Plumbing Plans Examiner					
01614	Deloach, Warren	2/2/2017	.75	75.00	56.25
01614	Deloach, Warren	2/3/2017	3.00	75.00	225.00
01614	Deloach, Warren	2/15/2017	2.00	75.00	150.00
01614	Deloach, Warren	2/16/2017	2.50	75.00	187.50
01614	Deloach, Warren	2/17/2017	1.00	75.00	75.00
01614	Deloach, Warren	2/20/2017	6.00	75.00	450.00
01614	Deloach, Warren	2/21/2017	1.00	75.00	75.00
01614	Deloach, Warren	2/22/2017	5.00	75.00	375.00
01543	McNicholas, Martha	2/1/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/2/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/3/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/6/2017	4.00	75.00	300.00
01543	McNicholas, Martha	2/7/2017	1.00	75.00	75.00
01543	McNicholas, Martha	2/8/2017	2.00	75.00	150.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004409
01543	McNicholas, Martha	2/9/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/13/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/23/2017	2.00	75.00	150.00
01543	McNicholas, Martha	2/24/2017	2.50	75.00	187.50
01543	McNicholas, Martha	2/27/2017	1.00	75.00	75.00
01543	McNicholas, Martha	2/28/2017	.50	75.00	37.50
Fire Plans Examiner					
01628	Lee, Selwyn	2/2/2017	4.50	75.00	337.50
01628	Lee, Selwyn	2/3/2017	3.00	75.00	225.00
01628	Lee, Selwyn	2/6/2017	5.00	75.00	375.00
01628	Lee, Selwyn	2/7/2017	1.00	75.00	75.00
01628	Lee, Selwyn	2/8/2017	4.00	75.00	300.00
01628	Lee, Selwyn	2/9/2017	3.00	75.00	225.00
01628	Lee, Selwyn	2/10/2017	2.50	75.00	187.50
01628	Lee, Selwyn	2/13/2017	4.00	75.00	300.00
01628	Lee, Selwyn	2/14/2017	6.00	75.00	450.00
Structural Inspector					
01632	Brooks, Jonathan	2/1/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/2/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/3/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/6/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/8/2017	3.00	65.00	195.00
01632	Brooks, Jonathan	2/9/2017	3.00	65.00	195.00
01632	Brooks, Jonathan	2/10/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/13/2017	4.00	65.00	260.00
01632	Brooks, Jonathan	2/14/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/15/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/16/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/17/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/21/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/22/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/23/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/24/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/27/2017	8.00	65.00	520.00
01632	Brooks, Jonathan	2/28/2017	8.00	65.00	520.00
01567	Dulany, Judson	2/17/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/6/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/7/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/8/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/9/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/13/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/21/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/22/2017	8.00	65.00	520.00
01637	Mcelvy, Thomas	2/23/2017	3.00	65.00	195.00
Mechanical Inspector					
01614	Deloach, Warren	2/2/2017	2.50	65.00	162.50
01614	Deloach, Warren	2/3/2017	1.00	65.00	65.00
01614	Deloach, Warren	2/6/2017	2.00	65.00	130.00
01614	Deloach, Warren	2/27/2017	4.00	65.00	260.00
01592	Kajak, Joseph	2/7/2017	1.00	65.00	65.00
01592	Kajak, Joseph	2/8/2017	4.00	65.00	260.00
01592	Kajak, Joseph	2/9/2017	4.00	65.00	260.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004409
01592	Kajak, Joseph	2/10/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/15/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	2/16/2017	6.00	65.00	390.00	
01592	Kajak, Joseph	2/17/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/21/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	2/22/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/23/2017	1.00	65.00	65.00	
Plumbing Inspector						
01614	Deloach, Warren	2/1/2017	4.00	65.00	260.00	
01614	Deloach, Warren	2/2/2017	2.50	65.00	162.50	
01614	Deloach, Warren	2/3/2017	1.00	65.00	65.00	
01614	Deloach, Warren	2/6/2017	2.00	65.00	130.00	
01614	Deloach, Warren	2/27/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/7/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/8/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/9/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/10/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/13/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/14/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/15/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/16/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/17/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	2/21/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	2/22/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	2/23/2017	2.00	65.00	130.00	
Totals			770.50		54,937.50	
<b>Total Labor</b>						<b>54,937.50</b>
<b>Total this Project</b>						<b>\$54,937.50</b>
<b>Total this Report</b>						<b>\$54,937.50</b>

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		8	Phil Schuler
2/2/2017		8	Phil Schuler
2/3/2017		7	Phil Schuler
2/6/2017		6.5	Phil Schuler
2/7/2017		8	Phil Schuler
2/8/2017		5	Phil Schuler
2/9/2017		8	Phil Schuler
2/10/2017		8	Phil Schuler
2/14//17		8	Phil Schuler
2/15/2017		8	Phil Schuler
2/16/2017		2	Phil Schuler
2/17/2017		1	Phil Schuler
2/20/2017		0.5	Phil Schuler
2/21/2017		8	Phil Schuler
2/22/2017		8	Phil Schuler
2/23/2017		3.5	Phil Schuler
2/24/2017		8	Phil Schuler

2/27/2017

8

Phil Schuler

2/28/2017

8

Phil Schuler



City Permit Number	Project Address
16-02256	1214 Harbor Dr S
17-00087	1210 Morse Blvd
17-01040	5380 N Ocean Dr I #8D
17-02011	3100 N Ocean Dr
16-02798	3100 N Ocean Dr Piles
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr Piles
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr Piles
16-02410	301 W 15th St
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Piles
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Foundation
16-02574	2520 Maniki Dr
16-02747	100 17th St E
17-00211	3100 N Ocean Dr
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Piles
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Piles
16-01785	2061 MLK Blvd
16-02756	1100 Fairview Ln
17-00204	1221 Ave R
16-02839	1241 Coral Way
17-00168	1211 Dolphin Rd
17-00173	1089 Via Jardin
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Piles
17-00211	3100 N Ocean Dr
16-02798	3100 N Ocean Dr -Piles
15-00370	2795 Lake Dr
17-00211	3100 N Ocean Dr
17-00334	1240 W 28th St
17-00334	1240 W 28th St
16-00409	1191 Emerald Lane
16-01517	7001 Military Trail
16-03008	1061 Coral Way
17-00348	1251 Coral Way
16-02719-22	901 W 1st St
16-01517	7001 Military Trail
16-02719-22	901 W 1st St
17-00060	900 W 9th St 1 & 2

16-01517	7001 Military Trail
17-00204	1221 Ave R
16-03037	7305 Garden Rd
16-02719	901 W 1st St
16-01472	450 W 15th St
16-02670	5130 Elpine Way
17-00065	150 E 23rd St
17-00170	1141 Fairview Ave
17-00363	3730 N Ocean Dr
17-00379	2800 N Ocean Dr B #2C
17-00351	5139 Elpine Way

Project Description	Pass/Fail
	Pass
	Pass
	Fail
Document Review	
Document Review	
Document Review	
Document Review	
Document Review	
Document Review	
	Pass
Document Review	
Document Review	
Document Review	
Document Review	
	Pass
	Pass
Document Review	
Document Review	
Document Review	
Document Review	
Document Review	
	Pass
	Pass
Document Review	Fail
	Pass
	Pass
	Pass
Document Review	
Document Review	
	Fail
	Pass
Document Review	Fail
Document Review	Fail
Document Review	Fail
	Pass
	Pass
	Pass
	Pass
Document Review	Fail
	Pass
Document Review	Fail
Document Review	Fail

	Pass
	Pass
Document Review	Fail
Document Review	Fail
Document Review	Fail
	Pass
Document Review	
	Pass
	Pass
	Pass
Document Review	

### Additional Staff Comments

[illegible]

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## Plan Review-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		6	Martha McNicholas
2/1/2017		2	Martha McNicholas
2/2/2017		6	Martha McNicholas
2/2/2017		2	Martha McNicholas
2/3/2017		5	Martha McNicholas
2/3/2017		2	Martha McNicholas
2/6/2017		4	Martha McNicholas
2/6/2017		4	Martha McNicholas
2/7/2017		4	Martha McNicholas
2/7/2017		1	Martha McNicholas
2/7/2017		1	Martha McNicholas
2/8/2017		5	Martha McNicholas
2/8/2017		2	Martha McNicholas
2/9/2017		4	Martha McNicholas

2/9/2017	<div>2</div>	Martha McNicholas
2/9/2017	<div>2</div>	Martha McNicholas
2/10/2017	<div>8</div>	Martha McNicholas
2/13/2017	<div>6</div>	Martha McNicholas
2/13/2017	<div>2</div>	Martha McNicholas
2/15/2017	<div>2</div>	Martha McNicholas
2/21/2017	<div>8</div>	Martha McNicholas
2/22/2017	<div>8</div>	Martha McNicholas
2/23/2017	<div>4.5</div>	Martha McNicholas
2/23/2017	<div>2</div>	Martha McNicholas
2/23/2017	1.5	Martha McNicholas
2/24/2017	<div>2.5</div>	Martha McNicholas
2/24/2017	<div>2.5</div>	Martha McNicholas
2/24/2017	3	Martha McNicholas



2/27/2017	3	Martha McNicholas
-----------	---	-------------------

2/27/2017	1	Martha McNicholas
-----------	---	-------------------

2/27/2017	4	Martha McNicholas
-----------	---	-------------------

2/28/2017	1.5	Martha McNicholas
-----------	-----	-------------------

2/28/2017	0.5	Martha McNicholas
-----------	-----	-------------------

2/28/2017	6	Martha McNicholas
-----------	---	-------------------

City Permit Number	Project Address
17-00147	8065 Via Hacienda
17-00161	5310 N Ocean Dr #701
17-00147	8065 Via Hacienda
17-00167	1200 N Harbor Dr
17-00159	1031 W 3rd St
17-00174	2025 Bonisle Cir
17-00189	5440 N Ocean Dr #302
17-00136	1190 Morse Blvd
16-02410	301 W 15th St
17-00189	5440 N Ocean Dr #302
16-02410	301 W 15th St
16-02747	100 17th St E
16-00156	1433 Silver Beach Rd
17-00174	2025 Bonisle Cir
17-00156	1433 Silver Beach Rd
16-02747	100 17th St E
17-00161	5310 N Ocean Dr B #701
17-00193	5080 N Ocean Dr #3D
16-02574	2520 Maniki Dr
17-00165	2700 N Ocean Dr- Property
16-02574	2520 Maniki Dr
17-00205	1262 Sugar Sands Blvd
16-03001	1548 W 33rd St
17-00199	1649 W 28th St
16-02569	1220 Emerald Ln
17-00199	1649 W 28th St
17-00211	3100 N Ocean Dr (AMRIT)
16-03065	1199 Emerald Dr
17-00211	3100 N Ocean Dr (AMRIT)

16-02651	2633 Park Ave
16-02651	2633 Park Ave
17-00205	1262 Sugar Sands Blvd
16-02325	2544 Inisbrook Rd
17-00211	3100 N Ocean Dr (AMRIT)
17-02717	4600 N Ocean Dr
17-02716	5050 N Ocean Dr #3D
17-00211	3100 N Ocean Dr (AMRIT)
17-02717	4600 N Ocean Dr
17-02716	5050 N Ocean Dr
17-00211	3100 N Ocean Dr (AMRIT)
17-00211	3100 N Ocean Dr (AMRIT)
17-00211	3100 N Ocean Dr (AMRIT)
17-00123	7305 Garden Rd
17-00072	1489 MLK Blvd
16-02325	2544 Inisbrook Rd
16-03057	45 W 17th St
17-00302	190 E 13th St
17-00309	1245 Blue Heron Blvd
17-00325	3901 N Ocean Dr
17-00280	6769 White Rd
17-00225	2795 Lake Blvd
16-02410	301 W 15th St
17-00250	1050 Fairview Ln
17-00123	7305 Garden Rd
17-00380	5400 N Ocean Dr #7B
17-00345	1241 Surf Rd
17-00365	1170 Sugar Sands Blvd #410
17-00342	3921 N Ocean Dr
17-00155	337 E 25th St
17-00178	190 E 13th St
17-00252	148 W 14th St
17-00340	1011 W 4th St

17-00341	1190 Sugar Sands Blvd #518
17-00345	1241 Surf Rd
16-02325	2544 Inisbrook Rd
17-00339	5080 N Ocean Dr #4C
17-00340	1011 W 4th St
17-00367	5480 N Ocean Dr A #7B
17-00368	5480 N Ocean Dr A #8C
17-00362	1080 Fairview Ln
17-00341	1190 Sugar Sands Blvd #518
16-02386	1340 W 27th Ave
16-02386	1340 W 27th Ave
17-00361	2561 Canterbury Dr S
17-00160	1036 W 32nd Ave
17-00340	1011 W 4th St
17-00378	5139 Elpine Way
17-00371	1171 Gulfstream Way
17-00374	227 W 29th Ave

Project Description	Pass/Fail	Additional Staff Comments
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Mechanical

Pass	Plan Review-Plumbing
Pass	Plan Review-Structural
Pass	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Fail	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Fail	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Fail	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural

Fail  
Pass  
Pass

Plan Review-Mechanical  
Plan Review-Mechanical  
Plan Review-Mechanical

Pass

Plan Review-Plumbing

Fail  
Pass  
Pass  
Pass

Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural

Pass  
Pass

Plan Review-Mechanical  
Plan Review-Mechanical

Pass

Plan Review-Plumbing

Pass  
Pass  
Pass  
Pass  
Fail  
Pass

Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural

**C.A.P. Government, Inc. - Employee Work Log**

**Invoice:**

Date	Time	Number of Hours Worked	Employee Name
------	------	------------------------	---------------



City Permit Number	Project Address
--------------------	-----------------

Project Description	Pass/Fail
---------------------	-----------

<b>Additional Staff Comments</b>
----------------------------------

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		8	Adrian Popescu
2/2/2017		8	Adrian Popescu
2/3/2017		4.5	Adrian Popescu
2/6/2017		5	Adrian Popescu
2/7/2017		4	Adrian Popescu
2/8/2017		3	Adrian Popescu
2/9/2017		5.5	Adrian Popescu
2/10/2017		8	Adrian Popescu
2/13/2017		8	Adrian Popescu
2/14/2017		2	Adrian Popescu
2/15/2017		6	Adrian Popescu
2/17/2017		6	Adrian Popescu
2/20/2017		6	Adrian Popescu

2/21/2017	8	Adrian Popescu
-----------	---	----------------

2/22/2017	8	Adrian Popescu
-----------	---	----------------

2/23/2017	8	Adrian Popescu
-----------	---	----------------

2/24/2017	5	Adrian Popescu
-----------	---	----------------

2/27/2017	5	Adrian Popescu
-----------	---	----------------

2/28/2017	8	Adrian Popescu
-----------	---	----------------

City Permit Number	Project Address
17-00089	1275 W 37th Ct
16-01872	2666 Park Ave
17-00199	1649 W 28th St
17-00165	2700 N Ocean Dr
17-00166	2700 N Ocean Dr
17-00156	1433 Silver Beach Rd
17-00086	1210 Morse Blvd
16-02256	1214 Harbor Dr
17-00140	5380 N Ocean Dr I #2F
17-00156	1433 Silver Beach Rd
17-00123	7305 Garden Rd
17-00211	Wellness Center
17-00211	Wellness Center
16-02776	5480 N Ocean Dr B #4C
16-02899	1020 Pine Point Rd
16-02651	2633 Park Ave
17-00204	1221 Avenue Blvd
17-00211	Wellness Center
16-02921	1655 W 31st St
16-02967	1800 Old Dixie Hwy
16-01215	600 W Blue Heron Blvd
17-00211	Wellness Center
17-00211	Wellness Center
17-00050	3201 Broadway
17-00211	Wellness Center
16-01472	450 W 15th St
16-01936	1138 23rd St
16-03037	7305 Garden Rd
17-00211	Wellness Center
16-02325	2544 Inisbrook Rd
16-01936	1138 23rd St
16-02716	5050 N Ocean Dr
16-02717	4600 N Ocean Dr
15-00370	2795 Lake Dr
17-00211	3100 N Ocean Dr AMRIT
17-00211	3100 N Ocean Dr AMRIT
16-00409	1191 Emerald Ln
16-01517	7001 Military Tr
17-00123	7305 Garden Rd
16-02899	6769 White Dr
17-00140	5380 N Ocean Dr I #2F
16-02899	6769 White Dr
16-02899	6769 White Dr

17-00140	5380 N Ocean Dr
17-00238	160 Riviera Dr
16-02719	901 W 1st St
16-02325	2544 Inisbrook Rd
16-02444	2001 N Congress Ave
16-02490	1020 Pine Point Rd
16-02774	6500 N Military Trail
16-02871	1416 W 26th Ct
16-02797	1100 Cabana Rd
16-02985	45 W 17th St
16-02984	1216 W 32nd
16-02787	3701 Broadway
16-02832	3790 W Blue Heron Blvd
16-01517	7001 Military Tr
16-00409	1191 Emerald Ln
17-00072	1489 Dr MLK Blvd
17-00352	5070 N Ocean Dr
17-00039	5380 N Ocean Dr
17-00334	1240 W 28th St
17-00334	1240 W 28th St
16-01215	600 W Blue Moon St
16-03037	7305 Garden Rd
16-02490	1020 Pine Point Rd
16-02976	1109 W 35th St
16-03036	5544 N Ocean Dr
16-02797	1100 Cabana Rd
17-00204	1221 Avenue Rd
17-00379	2800 N Ocean Dr B #2C
16-02894	1216 W 32nd St
16-02915	1100 Cabana Rd
16-02787	3701 Broadway
16-02490	1020 Pine Point Rd
17-00039	5380 N Ocean Dr
16-01517	7001 Military Tr
16-00379	2800 N Ocean Dr B #2C
16-02976	1109 W 35th St
16-02490	1020 Pine Point Rd
16-03036	5544 N Ocean Dr
16-03037	7305 Garden Rd

Project Description	Pass/Fail
	Fail
	Fail
	Fail
	Fail
	Fail
	Fail
	Pass
	Pass
	Fail
	Fail
	Pass
Plan Review	Pass
	Fail
	Pass
	Fail
Plan Review	Fail
	Pass
	Pass
	Pass
	Pass
	Fail
	Fail
	Pass
	Pass
	Pass
	Pass
	Fail
	Fail
	Pass
	Pass
	Fail
	Pass



Pass

Pass

Pass

Fail

Fail

Fail

Fail

Pass

Fail

Pass

Fail

Pass

Fail

Fail

Fail

Fail

Fail

Fail

Pass

Fail

Fail

Fail

Fail

Pass

Fail

Fail

Fail

Pass

Fail

Pass

Pass

Fail

Fail

Fail

Fail

Fail

Additional Staff Comments	

[illegible]

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name	City Permit Number
2/7/2017		1	Joe Kajak	17-00032
2/7/2017		2	Joe Kajak	16-00319 16-02961 16-02909 15-02082
2/8/2017		4	Joe Kajak	16-02867 16-02865 16-02866 16-02868 16-02869 16-02864 16-00830 16-02954
2/8/2017		4	Joe Kajak	16-02961 16-02909 17-00073
2/9/2017		4	Joe Kajak	16-02873 16-02870 16-02874 16-02938 16-02875 16-02939 16-01901
2/9/2017		4	Joe Kajak	16-02737 17-00159

16-02491  
15-02606  
16-00319  
16-02575

2/10/2017 4 Joe Kajak

16-01901  
16-02188  
16-02189  
17-00219

2/10/2017 4 Joe Kajak

16-02382  
16-01126  
17-00290  
16-02227  
15-02606

2/13/2017 4 Joe Kajak

17-00036  
17-00036  
16-02737  
16-01055  
16-02382

2/14/2017 2 Joe Kajak

16-02785

2/15/2017 3 Joe Kajak

17-00041  
16-02940  
16-02941  
17-00042  
17-00043  
17-00040  
16-00772

2/15/2017 2 Joe Kajak

17-00036  
17-00036

16-02968  
16-01901  
16-01901  
16-02575

2/16/2017

6 Joe Kajak

17-00045  
17-00046  
16-02942  
16-02944  
16-02943  
17-00044  
16-01743

2/16/2017

2 Joe Kajak

16-03065  
16-02226

2/17/2017

2 Joe Kajak

16-02259

2/17/2017

2 Joe Kajak

16-00319  
16-02850  
16-02226  
16-02382  
16-02575

2/21/2017

3 Joe Kajak

16-02259  
16-02117  
15-01128  
15-01124

2/21/2017

3 Joe Kajak

16-02575  
15-01148  
16-02600  
15-01126  
16-02554

16-02227  
17-00289  
17-00230

2/22/2017

2 Joe Kajak

16-02602  
16-02548  
16-02259

2/22/2017

4 Joe Kajak

17-00036  
17-00036  
16-01391  
17-00290  
16-02846  
16-00319

2/23/2017

1 Joe Kajak

16-02548

2/23/2017

2 Joe Kajak

16-02668  
16-01877  
17-00259

Project Address	Project Description	Pass/Fail	Additional Staff Comments
7289 Garden Rd	Mechanical Final	Pass	Inspection-Mechanical
3730 N Ocean Dr	Top Out 6th Floor	Fail	Inspection-Plumbing
1199 Emerald Dr	Shower Pan/Top Out	Fail	Inspection-Plumbing
4200 N Ocean Dr I #1206	Plumbing Final	Fail	Inspection-Plumbing
5080 N Ocean Dr #11B	Plumbing Final	Pass	Inspection-Plumbing
290 Woodbine Way #214	AC Final	Pass	Inspection-Mechanical
290 Woodbine Way #207	AC Final	Pass	Inspection-Mechanical
290 Woodbine Way #210	AC Final	Pass	Inspection-Mechanical
390 Woodbine Way #321	AC Final	Pass	Inspection-Mechanical
490 Woodbine Way #403	AC Final	Pass	Inspection-Mechanical
190 Woodbine Way #107	AC Final	Pass	Inspection-Mechanical
337 25th St E	Rough In	Fail	Inspection-Mechanical
2134 Oakmont Dr	AC Final	Pass	Inspection-Mechanical
1199 Emerald Dr	Shower Pan & Top Out	Pass	Inspection-Plumbing
4200 N Ocean Dr I #1206	Plumbing Final	Pass	Inspection-Plumbing
1020 Pine Point Rd	Underground Plumbing	Pass	Inspection-Plumbing
490 Woodbine Way #421	AC Final	Pass	Inspection-Mechanical
490 Woodbine Way #402	AC Final	Pass	Inspection-Mechanical
590 Woodbine Way #524	AC Final	Pass	Inspection-Mechanical
690 Woodbine Way #621	AC Final	Pass	Inspection-Mechanical
690 Woodbine Way #609	AC Final	Pass	Inspection-Mechanical
790 Woodbine Way #702	AC Final	Pass	Inspection-Mechanical
3730 N Ocean Dr	Outside Air Duct Riser, Insulation up to 12th Floor	Pass	Inspection-Mechanical
2001 Congress Ave Bay F	Plumbing Final	Fail	Inspection-Plumbing
1031 3rd St W	Plumbing Final	Pass	Inspection-Plumbing



1020 Pine Point Rd	Underground	Pass	Inspection-Plumbing
5540 N Ocean Dr #12B		Fail	Inspection-Plumbing
3730 N Ocean Dr	Top Out 6th Floor	Pass	Inspection-Plumbing
1018 Aspri Way	Plumbing Final	Fail	Inspection-Plumbing
3730 N Ocean Dr	Fire Damper Rough, Floors 4-7	Fail	Inspection-Mechanical
1201 Australian Ave	AC Final	Pass	Inspection-Mechanical
1201 Australian Ave	AC Final	Pass	Inspection-Mechanical
5102 Crossing Rocks Ct	AC Final	Pass	Inspection-Mechanical
7289 Garden Rd	Plumbing Final	Fail	Inspection-Plumbing
4100 N Ocean Dr #703/#704	Plumbing Final	Pass	Inspection-Plumbing
1061 Coral Way	2nd Rough In	Pass	Inspection-Plumbing
190 13th St E- Café	Rough Gas Lines	Pass	Inspection-Plumbing
5540 N Ocean Dr #12B	Plumbing Final	Pass	Inspection-Plumbing
3530 Ave F	Underground	Fail	Inspection-Plumbing
3530 Ave F	Gas Rough	Fail	Inspection-Plumbing
2001 Congress Ave Bay F	Plumbing Final	Pass	Inspection-Plumbing
7289 Garden Rd	Plumbing Final	Pass	Inspection-Plumbing
7289 Garden Rd	Plumbing Final	Fail	Inspection-Plumbing
301 15th St W	Underground & Sewer	Pass	Inspection-Plumbing
890 Woodbine Way #807	AC Final	Pass	Inspection-Mechanical
890 Woodbine Way #823	AC Final	Pass	Inspection-Mechanical
990 Woodbine Way #904	AC Final	Pass	Inspection-Mechanical
990 Woodbine Way #907	AC Final	Pass	Inspection-Mechanical
990 Woodbine Way #911	AC Final	Pass	Inspection-Mechanical
790 Woodbine Way #709	AC Final	Pass	Inspection-Mechanical
2795 Lake Dr	AC Final	Pass	Inspection-Mechanical
3530 Ave F	Underground	Fail	Inspection-Plumbing
3530 Ave F	Rough In	Fail	Inspection-Plumbing

4200 N Ocean Dr II #602	Plumbing Final	Pass	Inspection-Plumbing
3730 N Ocean Dr	Rough Duct shafts floors 4-8	Pass	Inspection-Plumbing
3730 N Ocean Dr	Insulation floors 4-17	Pass	Inspection-Plumbing
1018 Aspri Way	Plumbing Final	Fail	Inspection-Plumbing
1090 Woodbine Way #1023	AC Final	Pass	Inspection-Mechanical
1090 Woodbine Way #1024	AC Final	Pass	Inspection-Mechanical
1190 Woodbine Way #1112	AC Final	Pass	Inspection-Mechanical
1190 Woodbine Way #1111	AC Final	Pass	Inspection-Mechanical
1190 Woodbine Way #1105	AC Final	Pass	Inspection-Mechanical
990 Woodbine Way #924	AC Final	Pass	Inspection-Mechanical
4100 N Ocean Dr	AC Final	Pass	Inspection-Mechanical
1199 Emerald Dr	Rough Interior Gas	Pass	Inspection-Plumbing
190 13th St E- Café	Plumbing Final	Fail	Inspection-Plumbing
190 13th St E- Café	Above Ceiling Rough	Pass	Inspection-Mechanical
3730 N Ocean Dr	2nd Rough In	Pass	Inspection-Plumbing
3040 Lakeshore Dr #802	Plumbing Final	Pass	Inspection-Plumbing
190 13th St E- Café	Plumbing Final	Pass	Inspection-Plumbing
7289 Garden Rd	Plumbing Final	Pass	Inspection-Plumbing
1018 Aspri Way	Water Heater Final	Fail	Inspection-Plumbing
190 13th St E- Café	AC Final	Fail	Inspection-Mechanical
5200 N Ocean Dr #603	AC Final	Pass	Inspection-Mechanical
5380 N Ocean Dr I #20F	AC Final	Pass	Inspection-Mechanical
5380 N Ocean Dr I #6B	Duct Work Final	Pass	Inspection-Mechanical
1018 Aspri Way	Water Heater Final	Pass	Inspection-Plumbing
5380 N Ocean Dr I #6B	Plumbing Final	Pass	Inspection-Plumbing
5380 N Ocean Dr I #22B	Plumbing Final	Pass	Inspection-Plumbing
5380 N Ocean Dr I #20F	Plumbing Final	Pass	Inspection-Plumbing
3000 N Ocean Dr #19H	Plumbing Final	Pass	Inspection-Plumbing

190 13th St E- Café	Gas Final	Pass	Inspection-Plumbing
1831 Ave H East	Underground Plumbing	Pass	Inspection-Plumbing
3004 Broadway	Underground Rough	Fail	Inspection-Plumbing
1050 Fairview Ln	Mechanical Final	Pass	Inspection-Mechanical
7000 N Military Tr	Mechanical Final	Fail	Inspection-Mechanical
190 13th St E- Café	AC Final	Pass	Inspection-Mechanical
3530 Ave F	Rough In	Pass	Inspection-Plumbing
3530 Ave F	Underground	Pass	Inspection-Plumbing
1050 Fairview Ln	Plumbing Pool Final	Pass	Inspection-Plumbing
1061 Coral Way	2nd Rough	Pass	Inspection-Plumbing
4200 N Ocean Dr II #905	Plumbing Final	Pass	Inspection-Plumbing
3730 N Ocean Dr	2nd Rough 8th floor	Pass	Inspection-Plumbing
7000 N Military Trail	AC Final	Pass	Inspection-Mechanical
301 29th St W	Water Heater Final	Fail	Inspection-Plumbing
301 29th St W	Plumbing Final	Fail	Inspection-Plumbing
1260 Coral Way	Rough Gas	Pass	Inspection-Plumbing

Not Ready  
Not Ready  
No One Home

Need revised plans on jobsite

Remove valve on emergency eye wash/shower. Address laundry tub w/out water

No one home

No one home

Not ready

No one home. Gate locked.

No one home. Gate locked.

Check for leak. Pressure drop.

Check for leak. Pressure drop.

No one home

Run ice line to soda machine & cut off drain 1" above the slab.

No one home.

Doors locked. No access

No one home

No one home

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		8	Jonathan Brooks

2/2/2017		8	Jonathan Brooks
----------	--	---	-----------------

2/3/2017		8	Jonathan Brooks
----------	--	---	-----------------

2/6/2017		8	Jonathan Brooks
----------	--	---	-----------------



2/7/2017	8	Jonathan Brooks
2/8/2017	3	Jonathan Brooks
2/8/2017	5	Jonathan Brooks
2/9/2017	3	Jonathan Brooks
2/9/2017	5	Jonathan Brooks
2/10/2017	8	Jonathan Brooks
2/13/2017	4	Jonathan Brooks
2/13/2017	4	Jonathan Brooks
2/14/2017	8	Jonathan Brooks

2/15/2017	8	Jonathan Brooks
-----------	---	-----------------

2/16/2017	8	Jonathan Brooks
-----------	---	-----------------

2/17/2017	8	Jonathan Brooks
-----------	---	-----------------

2/20/2017	8	Jonathan Brooks
-----------	---	-----------------

2/21/2017	8	Jonathan Brooks
-----------	---	-----------------

2/22/2017	8	Jonathan Brooks
-----------	---	-----------------

2/23/2017

8

Jonathan Brooks

2/24/2017

8

Jonathan Brooks

2/27/2017

8

Jonathan Brooks

2/28/2017

8

Jonathan Brooks

City Permit Number	Project Address
16-02707	7000 N Military Trail
16-01835	1199 Emerald Dr
16-03008	1061 Coral Way
16-02827	1251 Coral Way
16-02800	1240 Bimini Ln
16-03053	2620 East Way
16-03053	2620 East Way
16-01696	2640 Lakeshore Dr #2307
15-01422	3730 N Ocean Dr
16-02060	3021 N Ocean Dr
16-02061	3021 N Ocean Dr
16-02539	3021 N Ocean Dr
16-03053	2620 East Way
16-02707	7000 N Military Trail
16-02972	5480 N Ocean Dr A #7B
15-01517	5080 N Ocean Dr #1C
15-02097	5080 N Ocean Dr #14C
16-01953	5050 N Ocean Dr #1502
16-02202	3800 N Ocean Dr #453
16-03053	2620 East Way
16-02883	1320 Ave H
16-01424	301 13th St W
16-01423	313 13th St W
15-02280	1673B 28th St W
16-02924	1655 31st St W
16-02969	6153 Seminole Gardens Cir
16-01962	5380 N Ocean Dr II #10H
15-01339	1030 Pine Point Rd
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02696	1269 Bimini Ln
16-02589	1051 Sugar Sands Blvd #152
16-02883	1320 Ave H
16-01734	341 27th St W
16-01734	341 27th St W
15-00310	1530 24th Ct N
16-02883	1320 Ave H
16-01734	341 27th St W
16-02972	5480 N Ocean Dr A #7B
16-01966	5380 N Ocean Dr II #10H
16-01870	5200 N Ocean Dr #305
15-01422	3730 N Ocean Dr

16-03022	3400 N Ocean Dr #1908
17-00150	101 E Timber Run
17-00154	2545 Lochmore Rd
17-00156	1422 Silver Beach Rd
17-00160	1036 W 32nd St
17-00170	1141 Fairview Ln
17-00173	1089 Via Jardin
16-01790	5540 N Ocean Dr #16A
16-03053	2620 East Way
16-01373	2640 Lakeshore Dr #1614
17-00145	600 Blue Heron Blvd
15-00310	1530 24th Ct N
17-00078	1400 28th St W
17-00090	1275 37th Ct W
17-00090	1275 37th Ct W
16-01472	450 W 15th St
16-01634	5480 N Ocean Dr A #2D
15-01378	5080 N Ocean Dr #19D
16-03046	1030 Pine Point Rd
15-02814	1030 Pine Point Rd
15-02000	1030 Pine Point Rd
15-01339	1030 Pine Point Rd
16-03008	1061 Coral Way
16-01373	2640 Lakeshore Dr #1614
16-02694	2650 Lakeshore Dr #601
16-01900	142 Port Rd S
15-00310	1530 24th Ct N
16-01913	1641 34th St W
16-03003	1252 36th St W
17-00090	1275 37th Ct W
16-02041	2640 Lakeshore Dr #2307
16-03003	1252 36th St W
16-02665	2455 Port West Blvd
16-01742	1331 Cleve H Dixon Ave
17-00199	1649 W 28th St #A
15-01422	3730 N Ocean Dr
10-02214	1101 Fairview Ln
16-02898	1030 Sugar Sands Blvd #370
16-03048	2941 Lake Dr
16-03048	2941 Lake Dr

17-00051	481 32nd St W
16-02562	1056 27th St W
16-01434	1201 Ave R
16-02898	1030 Sugar Sands Blvd #370
17-00163	2640 Lakeshore Dr #909
17-00051	481 32nd St W
16-02543	1161 23rd St W
17-00089	1275 37th Ct W
15-02002	5080 N Ocean Dr #11B
16-02234	4444 Leo Ln
17-00021	1054 Center Stone Ln
15-01444	5080 N Ocean Dr
16-01390	1050 Fairview Ln
16-01835	1199 Emerald Dr
16-01734	341 27th St W
17-00051	481 32nd St W
17-00005	3610 Ave H West
15-00310	1530 24th Ct N
17-00078	1400 28th St W
16-01358	1145 AC Evans St
16-02234	4444 Leo Ln
16-01339	601 Ave G
16-01339	601 Ave G
14-01993	742 6th St W
17-00028	1 Cheney Way
16-03038	1320 Ave H
17-00327	1609A 28th St W
17-00192	1308 31st St W
14-00843	1225 36th St W
17-00298	410 Wilma Cir #208 & #108
15-01422	3730 N Ocean Dr
17-00051	481 32nd St W
16-00781	7289 Garden Rd
16-02782	7289 Garden Rd
16-02080	7289 Garden Rd
16-02082	7289 Garden Rd
16-02084	7289 Garden Rd
16-02086	7289 Garden Rd
16-02088	7289 Garden Rd
16-02090	7289 Garden Rd
17-00327	1609A 28th St W
16-02582	7289 Garden Rd
17-00017	4444 Leo Ln
16-03008	1061 Coral Way
16-01000	1141 Coral Way

16-01000	1141 Coral Way
17-00086	1210 Morse Blvd
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00209	5380 N Ocean Dr I #22B
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-01390	1050 Fairview Ln
16-01000	1141 Coral Way
16-02827	1251 Coral Way
16-02996	1060 Powell Dr
17-00068	1110 Singer Dr
17-00068	1110 Singer Dr
17-00068	1110 Singer Dr
17-00015	1252 Sugar Sands Blvd #232
16-02369	3110 Surf Way #4
16-02056	2800 N Ocean Dr A #20D
16-03048	2941 Lake Dr
17-00369	481 32nd St W
17-00218	3225 Ave J Bldg C Apts 7/8
14-01993	742 6th St W
16-01131	7000 N Military Trail
16-02890	1800-1830 Dr MLK Blvd
15-01101	5380 N Ocean Dr I #6B
15-00830	5380 N Ocean Dr I #20F
15-01125	5380 N Ocean Dr I #20F
16-01859	1050 Fairview Ln
16-00700	1050 Fairview Ln
08-00676	3855 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02827	1251 Coral Way
16-02827	1251 Coral Way
16-02651	2633 Park Ave
16-00915	1 11th St E- Slip Area #3
16-01736	341 27th St W
17-00051	481 32nd St W
16-02483	757 4th St W
14-01993	742 6th St W
16-01339	601 Ave G
16-01339	601 Ave G
17-00192	1308 31st St W
17-00192	1308 31st St W
16-02062	3044 Casa Rio Ct
17-00140	5380 N Ocean Dr I #2F
16-01000	1141 Coral Way
15-01422	3730 N Ocean Dr 6B



16-02369	3110 Surf Way #4
16-02555	3000 N Ocean Dr #19H
17-00051	481 32nd St W
16-01936	1138 23rd St W
17-00089	1275 37th Ct W
17-00246	1275 37th Ct W
17-00140	5380 N Ocean Dr I #2F
17-00209	5380 N Ocean Dr I #22B
16-03008	1061 Coral Way
16-02215	1111 Coral Way
17-00348	1251 Coral Way
15-01422	3730 N Ocean Dr
17-00135	1100 Surf Rd #107
17-00223	1235 Beach Rd
16-01797	190 13th St E- Café
16-03002	1616 Broadway
16-02410	301 15th St W

[illegible]

Fail  
Pass  
Fail

Roof Final	Fail
Buck & Fasteners	Pass
Sheathing	Pass
Tin Tag & Metal	Pass

Membrane	Pass
Building Final	Fail
Fence Final	Pass
Pool Final	Pass
Foundation Final	Pass
Building Final	Fail
Exterior Sheathing	Pass
Building Final	Pass
Building Final	Pass
Roof Final	Fail
Roof Final	Fail
Insulation	Pass
Windows Final	Fail
Roof In Progress	Pass
Building Final	Pass
Windows Final	Pass
Roof Final	Pass
Roof Final	Pass

Insulation- Soundproofing	Pass
Fence Final	Pass
Floor Truss- Tiedowns/Bracing/Con	Fail
Sheathing	Fail
Tin Tag	Fail

Reroof in progress/Wood & nails	Fail
Building Final/ Buck Final	Pass
Footer/Steel/Stemwall	Pass
Underlayment	Pass
Soundproofing	Pass
Roof In Progress	Fail
Building Final	Pass
Roof Truss-Gables	Pass
Final	Pass
Tile In Progress	Fail
Windows Final	
Final -Closing out permit	Pass
Pavers Decking	Pass
Drywall Screw	Pass
Roof Truss	Fail
Roof In Progress	Fail
Windows/Doors In Progress	Fail
Roof Final	Pass
Windows Final	Pass
Roof Final	Pass
Tile In Progress	Pass
Window/Door Final	Fail
Framing	Fail
Final Closing Out Permit	Fail
Roof In Progress	Pass
Fence Final	Pass
Roof In Progress	Pass
Sheathing	Fail
Final Closing Out Permit	Pass

Framing 6th Floor	Pass
Reroof in progress	Fail
Building Final	Pass
Fence Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Fail
Roof Final	Pass
Beam & Column	Pass
Elevator Framing	Pass
Window Buck	Fail

Roof Truss	Fail
Solar Final	Pass
Drywall Shaft 1st layer Units 12 A,B & C	Pass
Framing Unit 6A	Pass
Windows Doors In Progress	Pass
Soundmap for Units 5A & 5B	Pass
Insulation 6B	Pass
Pool Final	Pass
Roof Truss	Fail
Sheathing	Fail
Building Final	Fail
Reroof in progress	Fail
Roof Final	Fail
Sheathing	Fail
Buck/Shim in progress	Pass
Building Final	Fail
Soundproofing	Pass
Roof Final	Pass
Sheathing	Pass
Building Final	Fail
Building Final	Pass
Building Final	Fail
Fence Final	Fail
Building Final	Pass
Interior Demo Final	Pass
Building Final	Pass
Roof Final	Pass
Roof Final	Pass
Building Final	Pass
Insulation Units 6A & 6C	Pass
Insulation 6B	Pass
Sheathing	Pass
Roof Truss	Fail
Steel	Fail
Test Piles	Pass
Flat Roof Sheathing	Pass
Tin Tag & Metal	Pass
Fence Final	Fail
Final- Closing out Permit	Pass
Window & Door Final Only	Fail
Framing	Fail
Tin Tag & Metal	Pass
Reroof In Progress	Pass
Fence Final	Fail
Framing	Pass
Buck	Fail
Drywall Screw	Pass

Building Final	Fail
Building Final	Pass
Peel & Stick In Progress	Pass
Foundation	Fail
Foundation	Pass
Slab on grade	Fail
Screw	Pass
Building Final	Pass
Footer Steel	Pass
Roof Final	Pass
Roof Hot Mop	Fail
Framing Units 7 A, B & C	Pass
Windows Doors In Progress	Fail
Buck In Progress	Pass
Building Final	Pass
Flat Roof Final	Pass
Footer Slab	Pass

#### Additional Staff Comments

## Inspection-Structural

Need approved Revised Drawings for Elevator shaft. Pass pending approve

## Inspection-Structural

## Inspection-Structural

Completed 1/31/17

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

Cancelled

No Access to North & East elevations of residence

## Inspection-Structural

Need approved NOA's for shutters & front door shutter needs to be installed

Need Electrical Final before Building Final. Need to have access to attic for

Footer not as per plans

## Inspection-Structural

Not Ready

## Inspection-Structural

Need engineering letter to certify door buck installation

Contractor to provide pictures @ Final of buck & mullion install

No plans/permit -access to rear

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

Need revised approved detail showing 2x8 P.T. ledger on top of existing beam.

## Inspection-Structural

No plans/permit

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

## Inspection-Structural

Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural  
Plan Review-Structural

Inspection-Structural  
Inspection-Structural  
Inspection-Structural

Plan Review-Structural

Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural

Not Ready

Plan Review-Structural

Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural

No Access

Fire Marshall inspection required

Cancelled  
No plans/permit

Windows missing tapcons 4 each  
In progress shingles OK. Contractor to provide picture for flat roof in progress

Contractor provided pictures for in-progress buck inspection

Plan Review-Structural

Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural

Not inspection desired. Wanted soundproofing. Need approved product and  
No plans/permit. Roof 80% completed including roof tiles w/out inspection  
No plans/permit. Roof 80% completed including roof tiles w/out inspection



Inspection-Structural	Need permit by licensed general contractor for sheathing replacement. Lic
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Need permit by licensed general contractor for sheathing replacement. Lic
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Not ready
Inspection-Structural	Cancelled
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Not Ready
Inspection-Structural	No plans/permit
Inspection-Structural	Not Ready
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	No Access
Inspection-Structural	No Access
Inspection-Structural	No plans/permit
Inspection-Structural	Call for one more in progress at mid point of roof
Inspection-Structural	
Inspection-Structural	Sheathing & Tin Tag OK. Need In Progress for shingles
Inspection-Structural	No roof access/no work being performed. No plans/permit
Inspection-Structural	

#### Plan Review-Structural

Inspection-Structural	Units 6 B & C only. Unit 6A needs electrical rough inspection
Inspection-Structural	Need permit for sheathing replacement more than 5 sheets
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	In Progress shingles OK. Recall for Roof Final
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Contractor provided as built drawing by engineer for elevator shaft framin
Inspection-Structural	No plans/permit



Inspection-Structural	Pending engineer letter certifying installation of sliding glass door
Inspection-Structural	
Inspection-Structural	Peel & Stick OK. Will call for In Progress for tile installation
Inspection-Structural	Not as per approved plans
Inspection-Structural	
Inspection-Structural	Driveway passed to engineering department
Inspection-Structural	
Inspection-Structural	Contractor provided pictures of framing window & door buck installations
Inspection-Structural	
Inspection-Structural	No approved NOA's for roof system on job site. Need tin tag & metal inspe
Inspection-Structural	
Inspection-Structural	Recall In Progress
Inspection-Structural	
Inspection-Structural	
Inspection-Structural	Contractor will provide revision letter for patio

ed revision @ next scheduled inspection

inal inspection

ed for Final inspection

inspection purposes. Exhaust fan on separate permit, need to call separate Final for it.(Exhaust Fan)

eam @ existing garage

ess

pproval and revision. Plans call for carpet.  
n. Need engineer or architect to certify roof.  
n. Need engineer or architect to certify roof.

licensed roofer can replace up to 5 sheets.

licensed roofer can replace up to 5 sheets.

g. Will submit drawings for review

nstallation

tion at Final

cceptance

cceptance

cceptance

tion at Final

lass door

d to be exposed for termite damage or design professional certify soundness of walls & ceilings

dol 2x10 beam in lou of 24" girder

ebis from pool.

r of pile construction

or buck inspection. 105.7/107.3.1

not inspected at In Progress

ection



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		4	Warren DeLoach
2/1/2017		4	Warren DeLoach
2/2/2017		2.5	Warren DeLoach
2/2/2017		2.5	Warren DeLoach
2/2/2017		2.25	Warren DeLoach
2/2/2017		0.75	Warren DeLoach
2/3/2017		1	Warren DeLoach
2/3/2017		1	Warren DeLoach
2/3/2017		3	Warren DeLoach
2/3/2017		3	Warren DeLoach
2/6/2017		4	Warren DeLoach
2/6/2017		2	Warren DeLoach
2/6/2017		2	Warren DeLoach
2/15/2017		2	Warren Deloach

2/15/2017	2	Warren DeLoach
2/15/2017	2	Warren DeLoach
2/16/2017	3	Warren DeLoach
2/16/2017	2.5	Warren DeLoach
2/16/2017	2.5	Warren DeLoach
2/17/2017	6	Warren DeLoach
2/17/2017	1	Warren DeLoach
2/17/2017	1	Warren DeLoach
2/20/2017	6	Warren DeLoach
2/21/2017	5	Warren DeLoach
2/21/2017	1	Warren DeLoach
2/22/2017	3	Warren DeLoach
2/22/2017	5	Warren DeLoach
2/27/2017	4	Warren DeLoach
2/27/2017	4	Warren DeLoach

City Permit Number	Project Address	Project Description
16-01218	1030 Pine Point Rd	Gas Final
15-02606	5540 N Ocean Dr #12B	Plumbing Final
16-02737	2001 Congress Ave Bay F	Backflow
16-01872	2666 Park Ave	
16-01834	5550 N Ocean Dr #PH A	AC Final
16-02681	5540 N Ocean Dr	AC Final
16-02922	1655 31st St W	Mechanical Final
16-02800	1240 Bimini Ln	Shutters Final
17-00122	1190 Sugar Sands Blvd #514	Plumbing Final
16-01964	5380 N Ocean Dr II #10H	Plumbing Final
15-02606	5540 N Ocean Dr #12B	Plumbing Final
16-01872	2666 Park Ave	
16-03017	1231 Gulfstream Way	
16-02812	2001 Congress Ave Bay F	AC Final
16-02961	1199 Emerald Dr	Rough In
16-02540	5540 N Ocean Dr #16A	Plumbing Final
16-02899	6769 White Dr	
16-01872	2666 Park Ave	
17-00143	3010 Lake Dr	
17-00210	1170 Singer Dr	
17-00207	3100 N Ocean Dr	
16-01872	2666 Park Ave	
16-02189	1201 Australian Ave	AC Final
16-02188	1201 Australian Ave	AC Final
16-03024	7289 Garden Rd	AC Final
15-02815	1030 Pine Point Rd	Plumbing Pool Final
16-03040	1030 Pine Point Rd	Lawn Sprinkler Final
17-00159	1031 3rd St W	Plumbing Final
17-00053	4444 Leo Ln	

17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
17-00054	4444 Leo Ln	
17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
17-00055	4444 Leo Ln	
17-00057	4444 Leo Ln	
17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
16-02798	3100 N Ocean Dr	
17-00058	4444 Leo Ln Bldg 2	
17-00211	3100 N Ocean Dr	
17-00059	4444 Leo Ln	
17-00211	3100 N Ocean Dr	
17-00302	190 13th St E- Café	Hood Final
17-00249	1260 Sugar Sands Blvd	AC Final
17-00186	1061 Coral Way	Rough Mechanical
16-02663	5480 N Ocean Dr A #10D	AC Final
16-01901	3730 N Ocean Dr	Fire Damper Framing 9th-10th Floors
16-01901	3730 N Ocean Dr	Rough Duct 9th-10th Floors Units A,B,C
17-00289	1831 Ave H East	2nd Rough Plumbing
17-00096	101 17th St W	Plumbing Final
17-00063	2633 Park Ave	Main Drain
15-02334	1241 Coral Way	Underground Line
17-00024	1050 Fairview Ln	Irrigation Final
17-00234	5480 N Ocean Dr A #1A	Water Heater Final
16-02662	5480 N Ocean Dr A #10D	Water Heater Final
17-00026	5480 N Ocean Dr A #3B	Water Heater Final
08-00748	3855 N Ocean Dr	Plumbing Final
17-00036	3530 Ave F	Underground Gas Final
17-00071	1161 23rd St W	Water Heater Final
16-03009	207 Canterbury Dr W	Plumbing Final

Pass/Fail	Additional Staff Comments	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Have leak below from this unit
Pass	Inspection-Plumbing	
Fail	Plan Review-Structural	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Water leak in unit below
Fail	Plan Review-Structural	
Fail	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Fail	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Plan Review-Structural	
Fail	Plan Review-Structural	
Pass	Plan Review-Plumbing	
Pass	Plan Review-Plumbing	
Pass	Plan Review-Plumbing	
Fail	Plan Review-Structural	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Plan Review-Structural	

	Plan Review-Mechanical	
	Plan Review-Plumbing	
Pass	Plan Review-Structural	
	Plan Review-Mechanical	
	Plan Review-Plumbing	
	Plan Review-Structural	
	Plan Review-Structural	
	Plan Review-Mechanical	
	Plan Review-Plumbing	
	Plan Review-Plumbing	
	Plan Review-Structural	
	Plan Review-Plumbing	
	Plan Review-Structural	
	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	No pressure test on main piping system
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	No permit and plans on job site
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Not accessible
Fail	Inspection-Plumbing	Property not accessible
Fail	Inspection-Plumbing	Building not accessible
Pass	Inspection-Plumbing	

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/6/2017		8	Tom McElvy

2/7/2017		8	Tom McElvy
----------	--	---	------------

2/8/2017		8	Tom McElvy
----------	--	---	------------

2/9/2017		8	Tom McElvy
----------	--	---	------------

2/13/2017		8	Tom McElvy
-----------	--	---	------------

2/21/2017		8	Tom McElvy
-----------	--	---	------------

2/22/2017		8	Tom McElvy
-----------	--	---	------------

2/23/2017

3

Tom McElvy



City Permit Number	Project Address
16-02490	1020 Pine Point Rd
16-03046	1030 Pine Point Rd
16-03046	1030 Pine Point Rd
16-00660	1030 Pine Point Rd
16-02898	1030 Sugar Sands Blvd
16-02543	1161 23rd St W
16-03014	590 36th St W
16-01791	3701 Broadway
16-01098	5150 N Ocean Dr #1601
16-01835	1199 Emerald Dr
16-01100	5150 N Ocean Dr #1603
16-01879	1050 Fairview Ln
16-02883	1320 Ave H
16-02887	990 Powell Dr
16-03023	2100 Broadway
16-02368	3611 Ardmore Way
16-02750	3640 N Ocean Dr
16-01835	1199 Emerald Dr
17-00135	1100 Surf Rd
16-02827	1251 Coral Way
16-01835	1199 Emerald Dr
16-01835	1199 Emerald Dr
16-02827	1251 Coral Way
16-01264	1070 Singer Dr
16-01264	1070 Singer Dr
16-02807	1228 Rose Gate Blvd
16-02444	2001 Congress Ave Bay F
16-02453	160 Riviera Dr
16-00615	4100 N Ocean Dr #703/#704
15-01378	5080 N Ocean Dr #19D
15-01378	5080 N Ocean Dr #19D
16-02664	5540 N Ocean Dr #12B
16-03008	1061 Coral Way
16-02062	3044 Casa Rio Ct
17-00192	1308 31st St W
16-00554	600 W Blue Heron Blvd
16-02024	2795 Lake Dr
17-00015	1252 Sugar Sands Blvd #232
17-00209	5380 N Ocean Dr I #22B
16-01390	1050 Fairview Ln
15-01894	1091 Bimini Ln
17-00015	1252 Sugar Sands Blvd #232
16-02024	2795 Lake Dr

16-01733	3040 Lakeshore Dr #802
17-00003	1489 Dr MLK Jr Blvd
16-02890	1800-1830 MLK Blvd
17-00003	1489 Dr MLK Jr Blvd
16-03002	1616 Broadway
16-03002	1616 Broadway
17-00006	410 Wilma Cir #206
16-01733	3040 Lakeshore Dr #802

Project Description	Pass/Fail
---------------------	-----------

Building Final	Fail
Doors In Progress	Pass
Framing	Fail
Doors In Progress	Pass
Beams- Tie/Footer/Cap	Pass
Building Final	
Framing	Pass

Framing	Pass
Insulation	Pass
Beams- Tie/Footer/Cap	Pass
Building Final	Pass
Drywall Screw	Pass
Fence Final	Pass
Building Final	Pass
Porch Cover Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Building Final	Pass
Framing- Tiedowns/Windows/Door	Fail
Final	Fail
Sheathing	Pass
Building Final	Pass
Barrier for Pool Inspection	Fail
Buck/Shim In Progress	Pass
Windows/Doors In Progress	Fail
Pool Barrier	Pass
Pool Final	Pass
Framing-Bucking	Fail
Pool Barrier	Fail

Building Final	Fail
Footer/Foundation	Fail
Building Final Fence	Fail
Foundation	Pass
Sheathing	Pass
Reroof In Progress	Pass
Windows In Progress	Fail
Building Final	Pass

<b>Additional Staff Comments</b>
----------------------------------

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Final survey req. Drainage/Paving Cert. Req. Perimeter termite

Rough Plumbing Inspection has not passed

Cancelled

Engineer to address as-built installation

Plans/permit to be posted on job site

Pool barrier at east side of sea wall does not comply with code

Partial inspection

Not ready

Engineer letter required for window attachment

Pool barrier not per code

Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural  
Inspection-Structural

Must provide an as-built revised, and approved plans. Note n  
Plans and permit to be posted on job site  
Plans and permit to be posted on job site

Contractor to provide gate code, unable to access building

3 treatment & Cert. Req. Handicapped signage for bathroom

ot per plan as installed.



## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/1/2017		8	Judson Dulany

2/17/2017		8	Judson Dulany
-----------	--	---	---------------

City Permit Number	Project Address	Project Description
17-00089	37th Court	Remodel
16-02719	901 W 1st St	
16-02562	1056 27th St W	
16-02589	1051 Sugar Sands Blvd #152	Building Final
16-01390	1050 Fairview Ln	Pool Barrier
17-00163	2640 Lakeshore Dr #909	Tile Final
17-00070	3921 N Ocean Dr	Garage Door Final
16-03002	1616 Broadway	Roof Sheathing
16-03002	1616 Broadway	Roof In Progress

Pass/Fail	Additional Staff Comments
	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural

Pass	Inspection-Structural	
Fail	Inspection-Structural	Not per plan
Pass	Inspection-Structural	Check on cabinet permit
Pass	Inspection-Structural	
Fail	Inspection-Structural	No access
Fail	Inspection-Structural	No access

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
2/2/2017		4.5	Rick Lee
2/3/2017		3	Rick Lee
2/6/2017		5	Rick Lee
2/7/2017		1	Rick Lee
2/8/2017		4	Rick Lee
2/9/2017		3	Rick Lee
2/10/2017		2.5	Rick Lee
2/13/2017		4	Rick Lee
2/14/2017		6	Rick Lee

City Permit Number	Project Address	Project Description
16-03057	45 W 17th St	Plan Review
16-03057	45 W 17th St	
	2666 S Ocean	
16-03037	45 W 17th St	
16-01872	2666 Park Ave	
16-01872	2666 Park Ave	
17-00211	3100 N Ocean Dr	
16-03057	45 W 17th St	
17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
17-00211	3100 N Ocean Dr	
17-00072	1489 MLK Blvd	

<b>Pass/Fail</b>	<b>Additional Staff Comments</b>
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Pass	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
	Plan Review-Fire
Pass	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire
Fail	Plan Review-Fire

**Invoice**

343 Almeria Avenue  
Coral Gables, FL 33134  
Office 305.448.1711 Fax 305.448.1712

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

April 4, 2017  
Project No: 000127000.00  
Invoice No: 0004478

Project 000127000.00 City of Riviera Beach Plan Review and Inspection Services  
Vendor # 11722  
PO# 114532 & 112651

**Professional Services from March 1, 2017 to March 31, 2017****Professional Personnel**

	Hours	Rate	Amount
Structural Plans Examiner			
Brooks, Jonathan	3.00	75.00	225.00
Deloach, Warren	1.00	75.00	75.00
Hawke, David	64.00	75.00	4,800.00
McNicholas, Martha	69.50	75.00	5,212.50
Schuler, Phillip	69.50	75.00	5,212.50
Electrical Plans Examiner			
Popescu, Adrian	38.50	75.00	2,887.50
Mechanical Plans Examiner			
Deloach, Warren	1.00	75.00	75.00
McNicholas, Martha	65.00	75.00	4,875.00
Plumbing Plans Examiner			
Deloach, Warren	36.00	75.00	2,700.00
McNicholas, Martha	39.50	75.00	2,962.50
Structural Inspector			
Brooks, Jonathan	181.00	65.00	11,765.00
Mcelvy, Thomas	41.00	65.00	2,665.00
McNicholas, Martha	2.00	65.00	130.00
Schuler, Phillip	7.00	65.00	455.00
Mechanical Inspector			
Deloach, Warren	37.50	65.00	2,437.50
Kajak, Joseph	11.00	65.00	715.00
Plumbing Inspector			
Deloach, Warren	55.50	65.00	3,607.50
Kajak, Joseph	25.00	65.00	1,625.00
Totals	747.00		52,425.00
<b>Total Labor</b>			<b>52,425.00</b>

**Additional Fees**

Building Official Services (Mar 1 - 4)	800.00
Building Official Services (Mar 5 - 11)	1,600.00
Building Official Services (Mar 12 - 18)	1,600.00
Building Official Services (Mar 19 - 25)	1,600.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice	0004478
Building Official Services (Mar 26 - 31)			1,600.00	
<b>Total Additional Fees</b>			<b>7,200.00</b>	<b>7,200.00</b>
<b>Total this Invoice</b>				<b>\$59,625.00</b>

**Outstanding Invoices**

Number	Date	Balance
0003981	10/10/2016	3,240.00
0004024	11/15/2016	62,611.25
0004139	12/8/2016	66,691.25
0004194	1/13/2017	73,802.50
0004336	2/13/2017	71,497.50
0004409	3/9/2017	61,337.50
<b>Total</b>		<b>339,180.00</b>

**Total Now Due \$398,805.00**

Authorized  
By:



Date: 4/4/17

Mr. Carlos Penin, PE



# Billing Backup

C.A.P. Government, Inc.

Invoice 0004478 Dated 4/4/2017

Tuesday, April 4, 2017

3:18:15 PM

Project	000127000.00	City of Riviera Beach Plan Review and Inspection Services
---------	--------------	---

## Professional Personnel

			Hours	Rate	Amount
Structural Plans Examiner					
01632	Brooks, Jonathan	3/3/2017	3.00	75.00	225.00
01614	Deloach, Warren	3/1/2017	1.00	75.00	75.00
01629	Hawke, David	3/13/2017	8.00	75.00	600.00
01629	Hawke, David	3/15/2017	8.00	75.00	600.00
01629	Hawke, David	3/17/2017	8.00	75.00	600.00
01629	Hawke, David	3/21/2017	8.00	75.00	600.00
01629	Hawke, David	3/23/2017	8.00	75.00	600.00
01629	Hawke, David	3/27/2017	8.00	75.00	600.00
01629	Hawke, David	3/29/2017	8.00	75.00	600.00
01629	Hawke, David	3/31/2017	8.00	75.00	600.00
01543	McNicholas, Martha	3/1/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/2/2017	5.50	75.00	412.50
01543	McNicholas, Martha	3/3/2017	4.50	75.00	337.50
01543	McNicholas, Martha	3/6/2017	4.00	75.00	300.00
01543	McNicholas, Martha	3/7/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/8/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/9/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/10/2017	4.00	75.00	300.00
01543	McNicholas, Martha	3/13/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/14/2017	4.00	75.00	300.00
01543	McNicholas, Martha	3/15/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/16/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/17/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/21/2017	1.50	75.00	112.50
01543	McNicholas, Martha	3/22/2017	4.50	75.00	337.50
01543	McNicholas, Martha	3/23/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/24/2017	1.50	75.00	112.50
01543	McNicholas, Martha	3/27/2017	1.50	75.00	112.50
01543	McNicholas, Martha	3/28/2017	4.50	75.00	337.50
01543	McNicholas, Martha	3/29/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/30/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/31/2017	2.50	75.00	187.50
01638	Schuler, Phillip	3/1/2017	4.00	75.00	300.00
01638	Schuler, Phillip	3/2/2017	8.00	75.00	600.00
01638	Schuler, Phillip	3/3/2017	7.00	75.00	525.00
01638	Schuler, Phillip	3/6/2017	3.00	75.00	225.00
01638	Schuler, Phillip	3/8/2017	4.00	75.00	300.00
01638	Schuler, Phillip	3/9/2017	8.00	75.00	600.00
01638	Schuler, Phillip	3/10/2017	3.50	75.00	262.50
01638	Schuler, Phillip	3/13/2017	8.00	75.00	600.00
01638	Schuler, Phillip	3/14/2017	8.00	75.00	600.00
01638	Schuler, Phillip	3/15/2017	8.00	75.00	600.00
01638	Schuler, Phillip	3/16/2017	8.00	75.00	600.00

Project	000127000.00	Riviera Beach PR & Insp	Invoice		0004478
Electrical Plans Examiner					
01599	Popescu, Adrian	3/1/2017	4.00	75.00	300.00
01599	Popescu, Adrian	3/2/2017	3.00	75.00	225.00
01599	Popescu, Adrian	3/3/2017	4.50	75.00	337.50
01599	Popescu, Adrian	3/13/2017	8.00	75.00	600.00
01599	Popescu, Adrian	3/14/2017	4.00	75.00	300.00
01599	Popescu, Adrian	3/15/2017	6.00	75.00	450.00
01599	Popescu, Adrian	3/16/2017	8.00	75.00	600.00
01599	Popescu, Adrian	3/17/2017	1.00	75.00	75.00
Mechanical Plans Examiner					
01614	Deloach, Warren	3/1/2017	1.00	75.00	75.00
01543	McNicholas, Martha	3/1/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/3/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/6/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/7/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/8/2017	1.00	75.00	75.00
01543	McNicholas, Martha	3/9/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/10/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/13/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/14/2017	4.00	75.00	300.00
01543	McNicholas, Martha	3/15/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/16/2017	1.00	75.00	75.00
01543	McNicholas, Martha	3/17/2017	4.00	75.00	300.00
01543	McNicholas, Martha	3/21/2017	5.00	75.00	375.00
01543	McNicholas, Martha	3/22/2017	2.50	75.00	187.50
01543	McNicholas, Martha	3/23/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/24/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/27/2017	5.50	75.00	412.50
01543	McNicholas, Martha	3/28/2017	3.50	75.00	262.50
01543	McNicholas, Martha	3/29/2017	2.50	75.00	187.50
01543	McNicholas, Martha	3/30/2017	5.00	75.00	375.00
01543	McNicholas, Martha	3/31/2017	4.50	75.00	337.50
Plumbing Plans Examiner					
01614	Deloach, Warren	3/1/2017	.50	75.00	37.50
01614	Deloach, Warren	3/2/2017	3.00	75.00	225.00
01614	Deloach, Warren	3/3/2017	4.50	75.00	337.50
01614	Deloach, Warren	3/6/2017	4.00	75.00	300.00
01614	Deloach, Warren	3/8/2017	6.00	75.00	450.00
01614	Deloach, Warren	3/15/2017	5.00	75.00	375.00
01614	Deloach, Warren	3/27/2017	2.00	75.00	150.00
01614	Deloach, Warren	3/29/2017	6.00	75.00	450.00
01614	Deloach, Warren	3/30/2017	3.00	75.00	225.00
01614	Deloach, Warren	3/31/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/1/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/2/2017	2.50	75.00	187.50
01543	McNicholas, Martha	3/6/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/7/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/8/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/9/2017	3.00	75.00	225.00
01543	McNicholas, Martha	3/10/2017	2.00	75.00	150.00
01543	McNicholas, Martha	3/13/2017	2.50	75.00	187.50
01543	McNicholas, Martha	3/15/2017	3.00	75.00	225.00

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004478
01543	McNicholas, Martha	3/16/2017	3.50	75.00	262.50	
01543	McNicholas, Martha	3/17/2017	2.00	75.00	150.00	
01543	McNicholas, Martha	3/21/2017	1.50	75.00	112.50	
01543	McNicholas, Martha	3/22/2017	1.00	75.00	75.00	
01543	McNicholas, Martha	3/23/2017	1.00	75.00	75.00	
01543	McNicholas, Martha	3/24/2017	3.00	75.00	225.00	
01543	McNicholas, Martha	3/27/2017	1.00	75.00	75.00	
01543	McNicholas, Martha	3/29/2017	2.50	75.00	187.50	
01543	McNicholas, Martha	3/31/2017	1.00	75.00	75.00	
Structural Inspector						
01632	Brooks, Jonathan	3/1/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/2/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/3/2017	5.00	65.00	325.00	
01632	Brooks, Jonathan	3/6/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/7/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/8/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/9/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/10/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/13/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/14/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/15/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/16/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/17/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/20/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/21/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/22/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/23/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/24/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/27/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/28/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/29/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/30/2017	8.00	65.00	520.00	
01632	Brooks, Jonathan	3/31/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	3/1/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	3/2/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	3/9/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	3/10/2017	1.00	65.00	65.00	
01637	Mcelvy, Thomas	3/20/2017	8.00	65.00	520.00	
01637	Mcelvy, Thomas	3/22/2017	8.00	65.00	520.00	
01543	McNicholas, Martha	3/7/2017	1.00	65.00	65.00	
01543	McNicholas, Martha	3/8/2017	1.00	65.00	65.00	
01638	Schuler, Phillip	3/23/2017	7.00	65.00	455.00	
Mechanical Inspector						
01614	Deloach, Warren	3/1/2017	1.00	65.00	65.00	
01614	Deloach, Warren	3/2/2017	4.00	65.00	260.00	
01614	Deloach, Warren	3/3/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/6/2017	1.00	65.00	65.00	
01614	Deloach, Warren	3/14/2017	3.50	65.00	227.50	
01614	Deloach, Warren	3/16/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/17/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/22/2017	3.00	65.00	195.00	
01614	Deloach, Warren	3/23/2017	3.50	65.00	227.50	

Project	000127000.00	Riviera Beach PR & Insp			Invoice	0004478
01614	Deloach, Warren	3/24/2017	3.50	65.00	227.50	
01614	Deloach, Warren	3/27/2017	.50	65.00	32.50	
01614	Deloach, Warren	3/28/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/30/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/31/2017	2.50	65.00	162.50	
01592	Kajak, Joseph	3/3/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	3/7/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	3/9/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	3/10/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	3/13/2017	1.00	65.00	65.00	
01592	Kajak, Joseph	3/23/2017	1.00	65.00	65.00	
Plumbing Inspector						
01614	Deloach, Warren	3/1/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/2/2017	1.00	65.00	65.00	
01614	Deloach, Warren	3/3/2017	1.50	65.00	97.50	
01614	Deloach, Warren	3/6/2017	3.00	65.00	195.00	
01614	Deloach, Warren	3/8/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/14/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/15/2017	3.00	65.00	195.00	
01614	Deloach, Warren	3/16/2017	3.50	65.00	227.50	
01614	Deloach, Warren	3/17/2017	3.50	65.00	227.50	
01614	Deloach, Warren	3/22/2017	5.00	65.00	325.00	
01614	Deloach, Warren	3/23/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/24/2017	4.50	65.00	292.50	
01614	Deloach, Warren	3/27/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/28/2017	5.00	65.00	325.00	
01614	Deloach, Warren	3/29/2017	2.00	65.00	130.00	
01614	Deloach, Warren	3/30/2017	3.00	65.00	195.00	
01614	Deloach, Warren	3/31/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	3/7/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	3/8/2017	5.00	65.00	325.00	
01592	Kajak, Joseph	3/9/2017	4.00	65.00	260.00	
01592	Kajak, Joseph	3/10/2017	2.00	65.00	130.00	
01592	Kajak, Joseph	3/13/2017	3.00	65.00	195.00	
01592	Kajak, Joseph	3/20/2017	5.00	65.00	325.00	
01592	Kajak, Joseph	3/23/2017	2.00	65.00	130.00	
Totals			747.00		52,425.00	
<b>Total Labor</b>						<b>52,425.00</b>
<b>Total this Project</b>						<b>\$52,425.00</b>
<b>Total this Report</b>						<b>\$52,425.00</b>

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		4	Phil Schuler
3/2/2017		8	Phil Schuler
3/3/2017		7	Phil Schuler
3/6/2017		3	Phil Schuler
3/8/2017		4	Phil Schuler
3/9/2017		8	Phil Schuler
3/10/2017		3.5	Phil Schuler
3/13/2017		8	Phil Schuler
3/14/2017		8	Phil Schuler
3/15/2017		8	Phil Schuler
3/16/2017		8	Phil Schuler
3/23/2017		7	Phil Schuler

City Permit Number	Project Address
17-00351	5139 Elpine Way
16-02798	3100 N Ocean Dr
16-02798	3100 N Ocean Dr
16-03022	3400 N Ocean Dr #1908
16-01039	103 W 14th St
17-00009	6000 Dyer Blvd
17-00352	5070 N Ocean Dr #7D
17-03552	5070 N Ocean Dr
17-03553	5070 N Ocean Dr
17-03554	5070 N Ocean Dr
17-00211	3100 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00352	5070 N Ocean Dr
17-00037,38,39	5380 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00009	6000 Dyer Blvd
17-00352,53,54	5070 N Ocean Dr #7D
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00566	586 1st St W
15-01370	337 25th St E
16-01936	1138 23rd St W
17-00552	1548 33rd St W
16-02969	6153 Seminole Gardens Cir
15-02157	2001 Congress Ave
17-00439	749 3rd St W

Project Description	Pass/Fail
Document Review	Pass
	Pass
	Pass
Document Review	Fail
Document Review	
Document Review	Fail
	Fail
	Fail
	Fail
Document Review	
Document Review	
	Pass
	Pass
Document Review	
Document Review	
	Pass
	Pass
Document Review	
Document Review	
Document Review	
Document Review	
Document Review	
Roof Final	Fail
Framing-Tiedowns/Window/Door/Access	Pass
Dry In	Pass
Roof Sheathing	Pass
Building Final	Pass
Building Final	Pass
Window Buck	Pass

Additional Staff Comments
---------------------------

Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural
Plan Review-Structural

Inspection-Structural
Inspection-Structural
Inspection-Structural
Inspection-Structural
Inspection-Structural
Inspection-Structural
Inspection-Structural

No one home. No access to backyard. Dogs on premisis
--



**C.A.P. Government, Inc. - Employee Work Log**

**Invoice:**

Date	Time	Number of Hours Worked	Employee Name
------	------	------------------------	---------------

City Permit Number	Project Address	Project Description
--------------------	-----------------	---------------------

Pass/Fail	Additional Staff Comments
-----------	---------------------------

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		2	Martha McNicholas
3/1/2017		3	Martha McNicholas
3/1/2017		3	Martha McNicholas
3/2/2017		2.5	Martha McNicholas
3/2/2017		5.5	Martha McNicholas
3/3/2017		3.5	Martha McNicholas
3/3/2017		4.5	Martha McNicholas
3/6/2017		2	Martha McNicholas
3/6/2017		2	Martha McNicholas
3/6/2017		4	Martha McNicholas

3/7/2017 1 Martha McNicholas

3/7/2017 3 Martha McNicholas

3/7/2017 2 Martha McNicholas

3/7/2017 2 Martha McNicholas

3/8/2017 1 Martha McNicholas

3/8/2017 1 Martha McNicholas

3/8/2017 3 Martha McNicholas

3/8/2017 3 Martha McNicholas

3/9/2017 2 Martha McNicholas

3/9/2017 3 Martha McNicholas

3/9/2017 3 Martha McNicholas

3/10/2017 2 Martha McNicholas

3/10/2017	2	Martha McNicholas
3/10/2017	4	Martha McNicholas
3/13/2017	2	Martha McNicholas
3/13/2017	2.5	Martha McNicholas
3/13/2017	3.5	Martha McNicholas
3/14/2017	4	Martha McNicholas
3/14/2017	4	Martha McNicholas
3/15/2017	3	Martha McNicholas
3/15/2017	3	Martha McNicholas
3/15/2017	2	Martha McNicholas
3/16/2017	1	Martha McNicholas

3/16/2017 3.5 Martha McNicholas

3/16/2017 3.5 Martha McNicholas

3/17/2017 4 Martha McNicholas

3/17/2017 2 Martha McNicholas

3/17/2017 2 Martha McNicholas

3/21/2017 5 Martha McNicholas

3/21/2017 1.5 Martha McNicholas

3/21/2017 1.5 Martha McNicholas

3/22/2017 2.5 Martha McNicholas

3/22/2017 1 Martha McNicholas

3/22/2017 4.5 Martha McNicholas

3/23/2017 3.5 Martha McNicholas

3/23/2017 1 Martha McNicholas

3/23/2017 3.5 Martha McNicholas

3/24/2017 3.5 Martha McNicholas

3/24/2017 3 Martha McNicholas

3/24/2017 1.5 Martha McNicholas

3/27/2017 5.5 Martha McNicholas

3/27/2017 1 Martha McNicholas

3/27/2017 1.5 Martha McNicholas

3/28/2017 3.5 Martha McNicholas

3/28/2017 4.5 Martha McNicholas



3/29/2017	2.5	Martha McNicholas
3/29/2017	2.5	Martha McNicholas
3/29/2017	3	Martha McNicholas
3/30/2017	5	Martha McNicholas
3/30/2017	3	Martha McNicholas
3/31/2017	4.5	Martha McNicholas
3/31/2017	1	Martha McNicholas
3/31/2017	2.5	Martha McNicholas

City Permit Number	Project Address
16-02386	1340 W 27th Ave
17-00336	1240 W 28th St
16-02386	1340 W 27th St
17-00379	2800 N Ocean Dr B #2C
17-00337	1240 W 28th St
17-00324	1120 Fairview Ln
17-00343	3000 N Ocean Dr
17-00035	1257 Island Rd
17-00322	3000 N Ocean Dr #27A
16-01039	203 W 14th St
17-00038	5380 N Ocean Dr I #8D
17-00322	3000 N Ocean Dr #27A
17-00323	110 Champions Run
17-00065	150 E 23rd St
17-00066	150 E 23rd St
17-00293	1131 Pine Point Rd
17-00332	849 W 1st St
17-00312	1131 Gulfstream Way
17-00420	1003 Via Jardin
17-00392	1170 Sugar Sands Blvd
17-00423	2549 Lochmore Rd
16-01039	203 W 14th St
16-02971	3009 Bernardo Ln
17-00100	3921 N Ocean Dr
17-00321	3000 N Ocean Dr
16-01736	341 W 27th St
17-00375	28 W Ave F
17-00346	1154 W 23rd St
17-00384	1489 MLK Blvd
17-00390	5460 N Ocean Dr L1
17-00391	2101 W 23rd St
17-00313	200 E 13th St
17-00319	200 E 13th St
17-00317	200 E 13th St

17-00315	200 E 13th St
17-00366	3309 Old Dixie Hwy
16-02607	1062 Center Stone Ln
16-02608	1062 Center Stone Ln
16-02024	2795 Lake Dr
17-00419	1179 Beach Rd
17-00438	5550 N Ocean Dr #2D
17-00425	1946 Hibiscus Ln
17-00342	3921 N Ocean Dr
17-00385	1051 Singer Island
17-00385	1051 Singer Island Dr
16-03033	5480 N Ocean Dr #1B
16-00028	3155 Ave H East
17-00436	1154 W 23rd St
17-00403	7201 N 49th Ter
17-00271	5540 N Ocean Dr
17-00410	311 W 20th St
17-00271	5540 N Ocean Dr
17-00404	1655 Essex Ln
17-00406	1050 W 4th St
17-00439	749 W 3rd St
17-00323	110 Champions Run
17-00417	3115 Contego Ln
17-00458	5380 N Ocean Dr II #2H
17-00452	3115 Contego Ln
17-00142	600 Blue Heron Blvd- City Hall
17-00251	5380 N Ocean Dr I 80D
16-01000	1141 Coral Way
16-02920	Riviera Beach Alabors City
17-00424	128 W 16th St
17-00405	3601 Ave F
17-00141	600 Blue Heron Blvd- City Hall
17-00492	5380 N Ocean Dr #22J
17-00462	4100 N Ocean Dr #1504

16-02953	3611 Ardmore Way
17-00443	3034 Casa Rio Ct
17-00448	1080 Fairview Ln
16-02951	3611 Ardmore Way
16-02753	3004 Broadway
16-03017	7305 Garden Rd
17-00426	2800 N Ocean Dr A #23C
17-00444	4100 N Ocean Dr #1504
17-00505	1060 Bimini Ln
17-00504	1489 MLK Blvd
17-00344	1131 Sugar Sands Blvd
17-00352	5070 N Ocean Dr #7D
17-00427	2800 N Ocean Dr
17-00429	4385 Westroad Dr
17-00344	1131 Sugar Sands Blvd
17-00553	3500 Lakeshore Dr #7D
17-00427	2800 N Ocean Dr
17-00495	956 Tortuga Ln
17-00453	4200 N Ocean Dr #253
17-00510	1320 W 6th St
17-00525	3071 Laurel Ridge Cir
17-00511	130 W 23rd St
17-00509	5280 N Ocean Dr #9D
17-00507	5280 N Ocean Dr #5D
16-01736	341 W 27th St
17-00344	1131 Sugar Sands Blvd #8
17-00512	1262 Harbor Dr
16-01517	7001 Military Trail
17-00540	960 Tortuga Ln
17-00516	3000 N Ocean Dr #18C
17-00502	1130 Sugar Sands Blvd #188
16-01517	7001 Military Trail
17-00516	3000 N Ocean Dr #18C
17-00432	2001 Congress Ave
17-00500	1130 Sugar Sands Blvd #188
17-00335	2544 Inisbrook Rd
17-00564	1112 Coral Way

17-00403	7201 N 49th Ter
17-00565	1112 Coral Way
17-00527	1020 Pine Point Rd
17-00433	2001 Congress Ave
17-00498	1101 Sugar Sands Blvd
17-00531	1041 W 9th St
17-00148	1401 Broadway
17-00072	1489 MLK Blvd
17-00433	2001 Congress Ave Ste. G
17-00568	5440 N Ocean Dr #1201
17-00445	1600 W 15th St
17-00543	3121 Contego Ln
17-00547	2045 Oakhurst Way
17-00521	5380 N Ocean Dr #12B
17-00445	1600 W 15th St
17-00521	5380 N Ocean Dr #12B
17-00498	1101 Sugar Sands Blvd #10
17-00394	6800 N Military Trail
17-00526	1130 Sugar Sands Blvd #292
15-01370	337 E 25th St
17-00582	431 Wilma Cir
17-00550	1241 Ave U
17-00590	5150 N Ocean Dr
17-00598	7039 Galleon Ave
17-00549	1241 Ave U
16-03017	7305 Garden Rd
17-00573	5380 N Ocean Dr I -20
16-03017	7305 Garden Rd
17-00009	6000 Dyer Blvd
16-02293	3551 N Broadway
17-00423	2549 Lochmore Rd
17-00594	1251 Coral Way
17-00566	586 W 1st St
16-02017	4444 Leo Ln
16-02293	3551 N Broadway
17-00371	1171 Gulfstream

17-00305	5010 N Ocean Dr
17-00554	4011 Dorado Dr
17-00432	2001 N Congress Ave
17-00599	4200 N Ocean Dr II #1605
17-00434	2001 N Congress Ave
17-00571	5380 N Ocean Dr I #6B
17-00597	4200 N Ocean Dr II #1605
17-00561	6120 Seminole Garden Cir
17-00584	5280 N Ocean Dr
16-01000	1141 Coral Way
17-00569	5380 N Ocean Dr I #6B
17-00393	6800 N Military Trail
17-00434	2001 N Congress Ave
17-00116	68 W 11th St
17-00604	4188 Westroads
17-00610	3400 N Ocean Dr #1005
17-00614	5440 N Ocean Dr #602
17-00610	3400 N Ocean Dr #1005
17-00434	2100 N Congress Ave
17-00585	1260 Sugar Sands Blvd #205
17-00586	1260 Sugar Sands Blvd #266
16-02644	1169 Island Dr
17-00632	8012 Big Pine Way
17-00647	7008 Hawks Nest Ter
17-00653	8031 Via Hacienda
17-00519	4100 N Ocean Dr
17-00520	4100 N Ocean Dr
17-00657	4029 Dorado Dr
16-02644	1169 Island Dr
17-00434	2100 N Congress Ave
17-00578	2305 Z Terr
17-00618	5250 N Ocean Dr #17N
17-00619	2640 Lakeshore Dr #507
17-00556	2655 N Ocean Dr #401
17-00211	3100 N Ocean Dr
16-02973	1489 MLK Blvd

17-00544	2100 Broadway
17-00620	4000 N Ocean Dr #2301
17-00625	212 W Blue Heron Blvd
17-00626	5480 N Ocean Dr A #11B
17-00211	3100 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00628	5380 N Ocean Dr I #3A
17-00377	5000 N Ocean Dr
17-00628	5380 N Ocean Dr I #3A
16-03037	7305 Garden Rd
17-00633	824 W 10th St
17-00643	1000 E Blue Heron Blvd
17-00377	5000 N Ocean Dr
17-00352	5070 N Ocean Dr #701
17-00655	760 W 7th St
17-00652	3600 N Ocean Dr #323
17-00673	1252 Sugar Sands Blvd #236
17-00377	5000 N Ocean Dr
17-00623	2001 Congress Ave Ste G
17-00646	1473 W 35th St
17-00661	1190 Sugar Sands Blvd #516
17-00662	3601 Palm Dr

Project Description	Pass/Fail	Additional Staff Comments
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
		Plan Review-Structural
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural



Final

Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Inspection-Structural
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Structural

Final

Pass	Inspection-Structural
Pass	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Mechanical
Pass	Plan Review-Mechanical
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Plumbing
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Mechanical
	Plan Review-Mechanical

	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
Revision	Fail	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
Revision	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
Revision	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical

Kitchen Suppression 3 AC's  Hood	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
Revision	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
Revision	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural

Revision	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
Demo		
In Review	Pass	Plan Review-Mechanical
		Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
In Review	Fail	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
In Review	Pass	Plan Review-Plumbing
	Pass	Plan Review-Plumbing
		Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Plumbing
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
		Plan Review-Mechanical
In Review		
	Pass	Plan Review-Structural

	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
In Review		Plan Review-Mechanical
In Review		Plan Review-Mechanical
	Pass	Plan Review-Plumbing
		Plan Review-Plumbing
In Review		
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural
In Review		Plan Review-Mechanical
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
	Pass	Plan Review-Mechanical
	Fail	Plan Review-Mechanical
	Pass	Plan Review-Plumbing
	Fail	Plan Review-Structural
	Pass	Plan Review-Structural
	Fail	Plan Review-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		4	Adrian Popescu
3/2/2017		3	Adrian Popescu
3/3/2017		4.5	Adrian Popescu
3/13/2017		8	Adrian Popescu
3/14/2017		4	Adrian Popescu
3/15/2017		6	Adrian Popescu
3/16/2017		8	Adrian Popescu
3/17/2017		1	Adrian Popescu

<b>City Permit Number</b>	<b>Project Address</b>
17-00108	1401 W 34th St
16-01215	600 W Blue Moon St
16-01818R	1040 Singer Dr
16-02256	1214 Morse Dr
16-02967	1800 Old Dixie Hwy
16-02976	1109 W 35th St
17-00012	1112 Coral Way
16-02899	6769 White Dr
15-02245	1800 MLK Blvd
16-02827	1251 Coral Way
16-02871	1416 W 26th Ct
17-00334	1240 W 28th St
17-00039	5380 N Ocean Dr
16-01039	203 W 14th St
16-02899	6769 White Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr
17-00377	5000 N Ocean Dr

Project Description	Pass/Fail
	Pass
	Pass
	Pass
	Fail
	Fail
	Fail
	Fail
	Fail
	Pass
	Fail
	Pass
	Pass
	Fail
	Fail
	Pass
Review In Progress (1)	
Review In Progress (2)	
	Fail



### Additional Staff Comments

[illegible]

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/13/2017		8	David Hawke

3/15/2017		8	David Hawke
-----------	--	---	-------------

3/17/2017		8	David Hawke
-----------	--	---	-------------

3/21/2017		8	David Hawke
-----------	--	---	-------------

3/23/2017

8

David Hawke

3/27/2017

8

David Hawke

3/29/2017

8

David Hawke

3/31/2017

8

David Hawke

City Permit Number	Project Address	Project Description
16-02450	1200 Bimini Ln	
17-00414	1340 W 27th St	
17-00284	1100 Grand Bahama Ln	
17-00296	1050 Fairview Ln	
17-00515	5250 N Ocean Dr #165	
17-00022	430 Blue Heron Blvd	
16-001736	3410 or 324 W 27th St	
16-00837	1091 Gulfstream Way	
16-01472	450 W 15th St	
16-02644	1169 Island Rd	
16-02053	2800 W Ocean Dr A #20C	
16-01472	450 W 15th St	Correction
17-00334	1240 W 28th St	
17-00211		
16-01517	Air Gas	Revision
16-01472	450 W 15th St	3rd Review
16-02288	2831 Avenue South	
17-00334	1240 W 28th St	
17-00506	207 Canterbury West	
17-00536	1800 Ave P	
17-00298	410 Wilma Cir	Balcony Rehab
17-00049	3701 Broadway	Relocate Pole Sign
17-00284	1100 Grand Bahama Ln	Demo
17-00409	1533 W 26th Ct	Chain Link Fence
17-00416	1397 AC Evans St	Vinyl Fence
16-00837	900 SE Ocean Blvd #340E	
17-00532	1100 Grand Bahama Ln	
17-00536	1100 Grand Bahama Ln	
17-00532	1800 Ave P	
17-00433		
16-02732	1155 Morse Blvd	
17-00022	430 W Blue Heron Blvd	
17-00049	3701 Broadway	
17-00176	1331 Cleve H Dixon	
17-00409	1533 W 26th Ct	
17-00416	1397 AC Evans St	
17-00572	5380 N Ocean Dr I #20F	Bath Reno
17-00515	5250 N Ocean Dr #165	
17-00445	1600 W 15th St	
17-00572	1400-1401 Ave E	
16-00837	1091 Gulfstream Way	Corrections
17-00049	3701 Broadway	
17-00048	3100 N Ocean Dr	

17-00544	2100 Broadway	
17-00334	1240 W 28th St	
17-00088	7231 Haverhill	
17-00567	1569 W 21st St	
17-00430	1111 Grand Bahama Ln	
17-00298	DeLeon Construction	
17-00611	3112 Ave H West	
17-00613	2628 W 28th St	
17-00609	1054 Center Stone Ln	
17-00559	5280 N Ocean Dr #3A	Condo Reno
17-00577	4067 Leo Lane	Fence
17-00600	1256 W 32nd St	Reroof
17-00433	2001 N Congress Ave #G	Warehouse expansion
17-00591		Seawall Dock
16-02017	4444 Leo Lane	Truss Repair
17-00593	3017 Ave S	
16-01472	450 W 15th St	Addition
16-02644	1169 Island Rd	2nd Floor Addition
17-00093	200 E 13th St	
17-00532	1100 Grand Bahama Ln	
17-00609	1054 Center Stone Ln	
17-00352	5070 N Ocean Dr #7D	Reno
17-00048	3100 N Ocean Dr	Awning
17-00560	1131 Singer Dr	Comm Pool Barrier
17-00529	5280 N Ocean Dr #3A	
17-00559	5280 N Ocean Dr #3A	Interior Reno
17-00416	1397 AC Evans St	Vinyl Fence
17-00601	10 Cook St	Remodel
17-00523	37 W 16th St	Demo
17-00530	3073 Casa Rio Ct	Fence
17-00236	3900 Bryon Dr	Verizon Antenna
17-00580	2900 Broadway	Sign
17-00576	2120 Broadway	Interior
17-00416	1397 AC Evans St	Phone Call
17-00606	857 W 2nd St	Expansion & Reroof
17-00435	2001 Congress Ave Ste G	
17-00608	1327 W 10th St	Roof
17-00585	1260 Sugar Sands Blvd #205	Kitchen Remodel
17-00586	1030 Sugar Sands Blvd #266	Bath Remodel
17-00536	1800 Ave P	AT&T
17-00395	2520 Broadway	Monument Sign
17-00377	5000 N Ocean Dr	
17-00588	1101 Sugar Sands Blvd #7	Kitchen/Bath Expansion
17-00580	2900 Broadway	Monument Sign
17-00296	1050 Fairview Ln	Boat lift,dock, seawall
17-00416	1397 AC Evans St	
17-00515	5250 N Ocean Dr #165	Phone Call

17-00517	4100 N Ocean Dr	Emer. Generator/Tank
16-02731	340 Wilma Cir	SFR
16-00837	900 SE Ocean Blvd #340E	
17-00560	1131 Singer Dr	Phone Call
17-00559	5280 N Ocean Dr #3A	Phone Call
17-00621	45 W 17th St	Reroof & Expansion
17-00580	2900 Broadway	Wall Sign
16-02731	340 Wilma Cir	SFR
17-00416	1397 AC Evans St	Vinyl Fence
17-00621	45 W 17th St	Reroof
17-00624	2640 Lakeshore Dr	Expansion/Add re rock
17-00556	2655 N Ocean Dr	Office Expansion
17-00608	1327 W 10th St	Reroof Shingles
17-00211	5000 N Ocean Dr	High Rise Condo
17-00624	2640 Lakeshore Dr	Awning Replacement
17-00377	5000 N Ocean Dr	Call
17-00655	4007 Rocks Point Pl	Shutters & Windows
17-00666	5380 N Ocean Dr I #3C	Guest Bath & Kitchen
17-00658	1045 Big Torth St	Shutters

Pass/Fail	Additional Staff Comments
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural



Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural

	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Fail	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
	Plan Review-Structural
Pass	Plan Review-Structural
Fail	Plan Review-Structural
Pass	Plan Review-Structural

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/3/2017		3	Joe Kajak
3/7/2017		2	Joe Kajak
3/7/2017		4	Joe Kajak
3/8/2017		5	Joe Kajak
3/9/2017		2	Joe Kajak
3/9/2017		4	Joe Kajak
3/10/2017		4	Joe Kajak
3/10/2017		2	Joe Kajak
3/10/2017		2	Joe Kajak
3/13/2017		1	Joe Kajak
3/13/2017		3	Joe Kajak

3/20/2017	5	Joe Kajak
-----------	---	-----------

3/23/2017	1	Joe Kajak
-----------	---	-----------

3/23/2017	2	Joe Kajak
-----------	---	-----------

City Permit Number	Project Address	Project Description
16-02717	4600 N Ocean Dr	AC Final
16-02716	5050 N Ocean Dr	AC Final
16-01713	3000 N Ocean Dr #25B	AC Final
17-00325	3901 N Ocean Dr	AC Final
16-00319	3730 N Ocean Dr	Plumbing Rough 5th/9th Floors
17-00455	2520 Maniki Dr	Underground Plumbing
17-00239	160 Riviera Dr	Main Drain
17-00155	337 25th St E	Rough Interior Gas
16-02057	2800 N Ocean Dr A #20D	Plumbing Rough
17-00220	5150 N Ocean Dr	Plumbing Final
16-02057	2800 N Ocean Dr A #20D	Rough Plumbing
16-01662	3400 N Ocean Dr #1206	Plumbing Final
16-02304	5460 N Ocean Dr #15A	Water Heater Final
17-00212	5460 N Ocean Dr #3C	Water Heater Final
17-00201	5540 N Ocean Dr #9A	Rough Plumbing
17-00155	337 25th St E	Underground Rough
17-00228	3004 Broadway	Rough In Mechanical
17-00161	5310 N Ocean Dr #701	AC Final
17-00136	1190 Morse Blvd	AC Final
16-02489	341 27th St W	Underground Plumbing
17-00256	3116 Contego Ln	Water Heater Final
17-00063	2633 Park Ave	Main Drain
15-02935	1020 Pine Point Rd	Plumbing Final
16-00607	1020 Pine Point Rd	Plumbing Final
16-00319	3730 N Ocean Dr	2nd Rough Plumbing 9th Floor
	1800 MLK Blvd	Building Official for Stop Work order
17-00341	1190 Sugar Sands Blvd #518	AC Final
15-00321	5150 N Ocean Dr #1201	AC Final
17-00189	5440 N Ocean Dr #302	AC Final
17-00212	5460 N Ocean Dr #3C	Water Heater Final
17-00415	1214 Harbor Dr S	Plumbing Final
17-00230	3004 Broadway	Top Out
17-00027	5070 N Ocean Dr #15D	AC Final
16-02568	5070 N Ocean Dr #10C	Water Heater Final

16-02491	1020 Pine Point Rd	Pool Final
15-02935	1020 Pine Point Rd	Plumbing Final
16-00607	1020 Pine Point Rd	Plumbing Final
17-00452	3115 Contego Ln	Water Heater Final
16-02668	301 29th St W	Water Heater Final
16-01877	301 29th St W	Plumbing Final
17-00019	1416 26th Ct W	Plumbing Final
16-00319	3730 N Ocean Dr	Condensate up to 14th Floor
17-00365	1170 Sugar Sands Blvd #410	Water Heater Final
17-00210	1170 Sugar Sands Blvd	Underground Rough Plumbing
16-02699	1170 Sugar Sands Blvd #404	AC Final
17-00502	1130 Sugar Sands Blvd #188	Rough In Plumbing
17-00514	1131 Sugar Sands Blvd #8	2nd Rough Plumbing

Pass/Fail	Additional Staff Comments	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Plumbing	Not Ready
Fail	Inspection-Plumbing	Unable to locate. No phone number listed to c
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	No permit/plans. No one on jobsite
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	T & P line is trapped
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Not Ready
Fail	Inspection-Plumbing	Not Ready
Pass	Inspection-Plumbing	
	C.O. for Dollar General	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Not a final. 5' test on Sanitary
Pass	Inspection-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	

Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Fail	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Fail	Inspection-Mechanical
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing



contact

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		8	Jonathan Brooks

3/2/2017		8	Jonathan Brooks
----------	--	---	-----------------

3/3/2017		5	Jonathan Brooks
----------	--	---	-----------------

3/3/2017		3	Jonathan Brooks
----------	--	---	-----------------

3/6/2017		8	Jonathan Brooks
----------	--	---	-----------------

3/7/2017		8	Jonathan Brooks
----------	--	---	-----------------

3/8/2017	8	Jonathan Brooks
----------	---	-----------------

3/9/2017	8	Jonathan Brooks
----------	---	-----------------

3/10/2017	8	Jonathan Brooks
-----------	---	-----------------

3/13/2017	8	Jonathan Brooks
-----------	---	-----------------

3/14/2017

8

Jonathan Brooks

3/15/2017

8

Jonathan Brooks

3/16/2017

8

Jonathan Brooks

3/17/2017

8

Jonathan Brooks

3/20/2017

8

Jonathan Brooks

3/21/2017

8

Jonathan Brooks

3/22/2017

8

Jonathan Brooks

3/23/2017

8

Jonathan Brooks

3/24/2017

8

Jonathan Brooks

3/27/2017

8

Jonathan Brooks

3/28/2017

8

Jonathan Brooks

3/29/2017

8

Jonathan Brooks

3/30/2017

8

Jonathan Brooks

3/31/2017

8

Jonathan Brooks

City Permit Number	Project Address
16-01053	2455 Port West Blvd
16-01977	1103 Via Jardin
16-00099	7289 Garden Rd
16-01734	341 27th St W
16-01999	5440 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02920	2500 Ocean Ave
16-03002	1616 Broadway
16-02772	27 21st St E-Bldg A
16-02771	1900 Broadway-A
16-02770	1940 Ave C
16-02768	34 20th St E
16-02767	2001 Ave C
16-02766	43 21st St E
16-02765	35 21st St E
16-02764	2016 Broadway
17-00051	481 32nd St W
16-01131	7000 N Military Trail
16-01769	5550 N Ocean Dr #15D
17-00223	1235 Beach Rd
16-01434	1201 Ave R
16-01039	203 14th St
16-02574	2520 Maniki Dr
16-01698	201 Canterbury Dr W
16-02234	4444 Leo Ln
16-02607	1062 Center Stone Ln
16-02890	1800-1830 MLK Blvd
16-01195	1141 Fairview Ln
15-01422	3730 N Ocean Dr
16-02369	3110 Surf Way #4
15-00370	2795 Lake Dr
16-02056	2800 N Ocean Dr A #20D
16-01734	341 27th St W
16-01736	341 27th St W
16-01736	341 27th St W
17-00051	481 32nd St W
16-02574	2520 Maniki Dr
16-02899	6769 White Dr
16-01769	5550 N Ocean Dr #15D



16-01000	1141 Coral Way
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00135	1100 Surf Rd #107
16-02056	2800 N Ocean Dr A #20D
17-00238	160 Riviera Dr
16-01406	221 24th St W
17-00340	1011 4th St W
17-00340	1011 4th St W
16-02288	2831 Ave S
16-02607	1062 Center Stone Ln
16-02484	5050 N Ocean Dr #1401
17-00307	3921 N Ocean Dr
16-01195	1141 Fairview Ln
15-00370	2795 Lake Dr
17-00223	1235 Beach Rd
16-02753	3004 Broadway
17-00252	148 14th St W
17-00252	148 14th St W
17-00252	148 14th St W
16-02907	1549 36th St W
16-02899	6769 White Dr
16-02899	6769 White Dr
17-00340	1011 4th St W
17-00340	1011 4th St W
17-00340	1011 4th St W
17-00252	148 14th St W
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00120	3035 Casa Rio Ct
17-00304	2024 Marsh Harbour Dr
17-00131	3849 W Blue Heron Blvd
17-00129	3849 W Blue Heron Blvd
17-00542	1011 4th St W
16-01000	1141 Coral Way
15-01422	3730 N Ocean Dr
16-01513	3400 N Ocean Dr #1206
16-02060	3021 N Ocean Dr
16-02920	2500 N Ocean Dr
16-02746	2650 Lakeshore Dr #1106
16-02920	2500 N Ocean Dr
16-02574	2520 Maniki Dr
16-02569	1220 Emerald Dr
16-02920	2500 Ocean Ave

17-00223	1235 Beach Rd
17-00319	200 E 13th St
17-00317	200 E 13th St
17-00508	1530 24th Ct N
17-00508	1530 24th Ct N
16-02631	1683 9th St W
17-00214	1966 9th St W
17-00204	1221 Ave R
17-00254	1230 Ave R
16-02574	2520 Maniki Dr
16-03033	5480 N Ocean Dr B Ste 1
16-02329	4000 N Ocean Dr #503
16-01000	1141 Coral Way
15-01422	3730 N Ocean Dr
17-00197	1201 Harbor Dr North
17-00313	200 E 13th St
17-00315	200 E 13th St
17-00317	200 E 13th St
17-00319	200 E 13th St
16-02860	100 17th St E
16-02753	3004 Broadway
16-02753	3004 Broadway
17-00017	4444 Leo Ln
17-00017	4444 Leo Ln
17-00017	4444 Leo Ln
16-01131	7000 N Military Tr
17-00028	1 Cheney Way
17-00028	1 Cheney Way
16-02022	5200 N Ocean Dr
17-00544	2100 Broadway Lot 64
17-00148	1401 Broadway
16-02410	301 15th St W
16-02891	1615 31st St W
16-02343	5510 N Ocean Dr #11D
16-02310	5200 N Ocean Dr
16-00678	1050 Fairview Ln
16-00162	1050 Fairview Ln
17-00307	3921 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00294	1025 Sugar Sands Blvd #158
16-02753	3004 Broadway
16-02753	3004 Broadway
17-00317	200 E 13th St
17-00319	200 E 13th St
16-01734	341 27th St W
16-01734	341 27th St W

17-00005	3610 Ave H West
16-02234	4444 Leo Ln
16-02833	3790 W Blue Heron Blvd
16-02831	3790 W Blue Heron Blvd
17-00028	1 Cheney Way
17-00003	1489 Dr MLK Jr Blvd
16-02631	1683 9th St W
17-00148	1401 Broadway
16-02756	1100 Fairview Ln
16-02520	1100 Surf Rd #214
16-02056	2800 N Ocean Dr A #20D
17-00017	4444 Leo Ln
17-00429	4385 Westroads Dr
15-01422	3730 N Ocean Dr
17-00260	3600 N Ocean Dr #301
16-02871	1416 26th Ct W
16-02891	1615 31st St W
17-00429	4385 Westroads Dr
17-00064	5159 Elpine Way
17-00214	1966 9th St W
16-02490	1020 Pine Point Rd
17-00348	1251 Coral Way
16-03022	3400 N Ocean Dr #1908
16-02898	1030 Sugar Sands Blvd #370
17-00321	3000 N Ocean Dr
16-02056	2800 N Ocean Dr A #20D
17-00065	150 23rd St E
17-00017	4444 Leo Ln
16-02775	5540 N Ocean Dr #9A
17-00306	5010 N Ocean Dr- Fire Station 3
16-03008	1061 Coral Way
16-02753	3004 Broadway
16-02753	3004 Broadway
16-02753	3004 Broadway
17-00375	2850 Ave F
16-01548	1331 Cleve H Dixon Ave
16-02871	1416 26th Ct W
16-02417	5380 N Ocean Dr II #2H
16-01739	5380 N Ocean Dr II #12I
16-01738	5380 N Ocean Dr II #12I
17-00306	5010 N Ocean Dr- Fire Station 3
16-02827	1251 Coral Way
15-01422	3730 N Ocean Dr
16-03022	3400 N Ocean Dr #1908
17-00426	2800 N Ocean Dr A #23C
16-02006	2655 Lake Dr #1
17-00566	586 1st St W

16-02410	301 15th St W
16-02899	6769 White Dr
17-00017	4444 Leo Ln
17-00017	4444 Leo Ln
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00500	1130 Sugar Sands Blvd #188
15-01370	337 25th St E
17-00544	2100 Broadway Lot 64
16-01913	1641 34th St W
17-00439	749 3rd St W
17-00324	1120 Fairview Ln
17-00005	3610 Ave H West
15-03054	1020 Pine Point Rd
16-02827	1251 Coral Way
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-02256	1214 Harbor Dr S
17-00544	2100 Broadway Lot 64
17-00214	1966 9th St W
16-02973	1489 Dr MLK Jr Blvd
17-00552	1548 33rd St W
15-03054	1020 Pine Point Rd
16-02827	1251 Coral Way
16-02827	1251 Coral Way
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
16-03022	3400 N Ocean Dr #1908
17-00544	2100 Broadway Lot 64
17-00203	1831 Ave H East
17-00552	1548 33rd St W
17-00531	1041 9th St W
17-00531	1041 9th St W
17-00214	1966 9th St W
16-02574	2520 Maniki Dr
17-00323	110 Champions Run
16-00645	5440 N Ocean Dr #1201
17-00306	5010 N Ocean Dr- Fire Station 3
16-01000	1141 Coral Way
16-02996	1060 Powell Dr
17-00500	1130 Sugar Sands Blvd #188
16-02256	1214 Harbor Dr S
17-00567	1569 21st St W
17-00162	1201 Ave U
16-02973	1489 Dr MLK Jr Blvd

17-00074	1059 Aspri Way
17-00368	5480 N Ocean Dr A #8C
16-03033	5480 N Ocean Dr B Ste 1
16-02329	4000 N Ocean Dr #503
16-02827	1251 Coral Way
16-02696	1269 Bimini Ln
15-01422	3730 N Ocean Dr
16-02996	1060 Powell Dr
16-02996	1060 Powell Dr
17-00524	1130 Sugar Sands Blvd #292
17-00313	200 E 13th St
17-00315	200 E 13th St
17-00317	200 E 13th St
17-00319	200 E 13th St
17-00606	857 2nd St W
17-00090	1275 37th Ct W
17-00567	1569 21st St W
17-00506	207 Canterbury Dr W
17-00506	207 Canterbury Dr W
17-00037	5380 N Ocean Dr I #8D
16-02827	1251 Coral Way
16-02696	1269 Bimini Ln
15-01422	3730 N Ocean Dr
15-01422	3730 N Ocean Dr
17-00015	1252 Sugar Sands Blvd #232
17-00500	1130 Sugar Sands Blvd #188
16-02753	3004 Broadway
17-00418	950 13th St W
17-00606	857 2nd St W
17-00606	857 2nd St W
17-00531	1041 9th St W
17-00567	1569 21st St W
17-00552	1548 33rd St W

Project Description	Pass/Fail	Additional Staff Comments
Wall Framing	Fail	Inspection-Structural
Solar Final	Fail	Inspection-Structural
Building Final	Pass	Inspection-Structural
Roof Truss/Flat Roof	Fail	Inspection-Structural
Building Final	Pass	Inspection-Structural
Drywall Screw 6th Floor	Pass	Inspection-Structural
Soundmat for Unit 5C	Pass	Inspection-Structural
2nd Layer Shaft 12th Floor	Pass	Inspection-Structural
Steel	Fail	Inspection-Structural
Building Final- Flat Roof Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Roof Tile	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Tie Beam	Pass	Inspection-Structural

#### Plan Review-Structural

Footer-Slab	Fail	Inspection-Structural
Building Final-Stucco	Fail	Inspection-Structural
Building Final-Roof	Fail	Inspection-Structural
Solar Structural Final	Fail	Inspection-Structural
Fence Final	Fail	Inspection-Structural
Building/Window Final	Fail	Inspection-Structural
Drywall Screw Unit 6C	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Framing	Fail	Inspection-Structural
Roof/Flat Truss	Fail	Inspection-Structural
Mop In Progress	Fail	Inspection-Structural
Tin Tag	Fail	Inspection-Structural
Building Final-Roof	Pass	Inspection-Structural
Footer-Slab	Fail	Inspection-Structural
Partial Footer	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural

Roof Truss	Fail	Inspection-Structural
Sound Underlayment #4B	Pass	Inspection-Structural
Insulation 7A, 7B, 7C	Pass	Inspection-Structural
3rd layer shaft 12A, 12B, 12C	Fail	Inspection-Structural
Drywall Shaft 14A, 14B, 14C	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Soundproofing	Pass	Inspection-Structural
Pool Steel	Pass	Inspection-Structural
In Progress	Fail	Inspection-Structural
Tin Tag & Metal	Pass	Inspection-Structural
Sheathing	Pass	Inspection-Structural
Roof Final	Fail	Inspection-Structural
Solar Structural Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Windows/Doors In Progress	Fail	Inspection-Structural
Building/Window Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final-Windows/Doors	Fail	Inspection-Structural
Slab & Wall Rebar	Fail	Inspection-Structural
Tin Tag & Metal	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Sheathing	Pass	Inspection-Structural
Shed Final	Pass	Inspection-Structural
Filled Cells	Pass	Inspection-Structural
Stem Walls	Pass	Inspection-Structural
Roof Final	Fail	Inspection-Structural
Shingles In Progress	Pass	Inspection-Structural
	Pass	Inspection-Structural
Tin Tag & Metal	Pass	Inspection-Structural
Drywall Screw Unit 7B	Pass	Inspection-Structural
Final Layer Shaft 12A, 12B, 12C	Pass	Inspection-Structural
2nd Layer Shaft 14A, 14B, 14C	Fail	Inspection-Structural
Shutters Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Sign Final	Pass	Inspection-Structural
Sign Final	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Window Buck	Fail	Inspection-Structural
Framing Units 8A, 8B, 8C	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Footer Steel	Pass	Inspection-Structural
Underlayment	Pass	Inspection-Structural
Columns-Formed	Pass	Inspection-Structural
Footer Slab	Fail	Inspection-Structural
Footer Slab	Pass	Inspection-Structural
Columns-Formed or Filled Cells	Fail	Inspection-Structural

Building Final-Windows/Doors	Pass	Inspection-Structural
Footer	Fail	Inspection-Structural
Footer	Fail	Inspection-Structural
Drywall Screw	Pass	Inspection-Structural
Window	Pass	Inspection-Structural
In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Structural Solar Final	Pass	Inspection-Structural
Structural Solar Final	Pass	Inspection-Structural
Footer Steel- Mono/Stem/Slab/Pool	Pass	Inspection-Structural
Framing	Pass	Inspection-Structural
Final	Fail	Inspection-Structural
Roof Truss	Fail	Inspection-Structural
Screw- Unit 7A	Pass	Inspection-Structural
In Progress	Pass	Inspection-Structural
Footer	Fail	Inspection-Structural
Footer	Fail	Inspection-Structural
Footer	Fail	Inspection-Structural
Footer	Fail	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Framing	Fail	Inspection-Structural
Framing	Fail	Inspection-Structural
Roof & Wall Sheathing	Pass	Inspection-Structural
Sheathing Wall	Pass	Inspection-Structural
Sheathing Roof	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Roof In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Beams	Fail	Inspection-Structural
Flat Roof Tin Tag	Fail	Inspection-Structural
Sign Final	Fail	Inspection-Structural
Sheathing- Wall or Floor	Pass	Inspection-Structural
Final- Doors/Windows	Fail	Inspection-Structural
Drywall Screw	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Demo Final	Pass	Inspection-Structural
Fasteners for windows/doors	Fail	Inspection-Structural
Insulation Units 8A, 8B, 8C	Pass	Inspection-Structural
Screw- Unit 7A	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Framing	Pass	Inspection-Structural
Slab	Pass	Inspection-Structural
Footer 3 signs	Fail	Inspection-Structural
Footer	Fail	Inspection-Structural
Roof Truss	Pass	Inspection-Structural
Slab	Pass	Inspection-Structural



Building Final	Fail	Inspection-Structural
Roof Final	Pass	Inspection-Structural
Sign Final	Pass	Inspection-Structural
Sign Final	Pass	Inspection-Structural
In Progress	Pass	Inspection-Structural
Sign Final	Fail	Inspection-Structural
Roof In Progress	Fail	Inspection-Structural
Sign Final	Pass	Inspection-Structural
Framing for Dock	Fail	Inspection-Structural
Final	Fail	Inspection-Structural
Framing- Tiedowns/Window/Door/Access	Pass	Inspection-Structural
Roof Truss-Tiedowns/Bracing/Conn	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Screw- Unit 7A	Pass	Inspection-Structural
In Progress	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final	Pass	Inspection-Structural
In Progress	Pass	Inspection-Structural
Shutters Final	Fail	Inspection-Structural
Roof In Progress	Fail	Inspection-Structural
Pool Final	Pass	Inspection-Structural
Roof In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Drywall Screw in Kitchen	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Roof Truss-Tiedowns/Bracing/Conn	Fail	Inspection-Structural
Framing	Pass	Inspection-Structural
Slab Rough	Fail	Inspection-Structural
Drywall Screw	Pass	Inspection-Structural
Slab	Pass	Inspection-Structural
Drywall Screw	Pass	Inspection-Structural
Wall Rebar	Pass	Inspection-Structural
Fence Final	Pass	Inspection-Structural
Shed Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Final	Pass	Inspection-Structural
Slab Rough	Pass	Inspection-Structural
Roof Truss-Tiedowns/Bracing/Conn	Fail	Inspection-Structural
Screw- Unit 8B	Pass	Inspection-Structural
In Progress	Pass	Inspection-Structural
Soundproofing	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Roof Final	Pass	Inspection-Structural

Wire Lath	Pass	Inspection-Structural
Monolithic Slab & Foundation	Pass	Inspection-Structural
Fasteners	Pass	Inspection-Structural
Truss	Pass	Inspection-Structural
1 Layer Shaft Wall	Pass	Inspection-Structural
Insulation-Soundproofing	Fail	Inspection-Structural
Soundguard on Unit 6B	Fail	Inspection-Structural
Framing- Tiedowns/Window/Door/Access	Fail	Inspection-Structural
Framing Wall & Ceiling	Fail	Inspection-Structural
Drywall Screw/Drywall	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Framing	Fail	Inspection-Structural
Insulation-Underlayment	Pass	Inspection-Structural
Framing-Drywall	Pass	Inspection-Structural
Underlayment 6A	Pass	Inspection-Structural
Footer Steel	Fail	Inspection-Structural
Roof In Progress	Fail	Inspection-Structural
Roof In Progress	Pass	Inspection-Structural
Slab	Fail	Inspection-Structural
Tin Tag	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Framing Building	Fail	Inspection-Structural
Roof Framing	Pass	Inspection-Structural
Mechanical Shaft 2nd Layer 15A, 15B, 15C	Fail	Inspection-Structural
Mechanical Shaft 1st Layer 16A, 16B, 16C	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Roof In Progress	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Roof In Progress	Pass	Inspection-Structural
Tin Tag	Pass	Inspection-Structural
Sheathing	Pass	Inspection-Structural
Roof In Progress	Pass	Inspection-Structural
Beams	Fail	Inspection-Structural
In Progress	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Building Final	Fail	Inspection-Structural
Buck	Pass	Inspection-Structural
Pool Structural Final	Fail	Inspection-Structural
Framing	Pass	Inspection-Structural
Footer-Slab	Fail	Inspection-Structural
Sheathing	Pass	Inspection-Structural
Rafters In Progress	Fail	Inspection-Structural
Slab	Pass	Inspection-Structural

Framing	Fail	Inspection-Structural
Sliding Glass Doors In Progress	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Building Final -Windows	Fail	Inspection-Structural
Insulation- Wall/Ceiling/Roof	Fail	Inspection-Structural
Building Final	Fail	Inspection-Structural
Drywall Screw- Unit 8A	Pass	Inspection-Structural
Pool Final	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
In Progress	Fail	Inspection-Structural
Sign In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
In Progress	Fail	Inspection-Structural
Sheathing	Fail	Inspection-Structural
Roof Final	Fail	Inspection-Structural
Tin Tag & Metal	Pass	Inspection-Structural
Tin Tag	Fail	Inspection-Structural
Mop In Progress	Fail	Inspection-Structural
Partial Framing	Fail	Inspection-Structural
Insulation	Fail	Inspection-Structural
Door Final	Pass	Inspection-Structural
Insulation - Units 9A, 9B, 9C	Pass	Inspection-Structural
Drywall Screw Unit 8C	Pass	Inspection-Structural
Building Final	Pass	Inspection-Structural
Drywall Screw	Pass	Inspection-Structural
Ceiling Grid	Pass	Inspection-Structural
Forms	Fail	Inspection-Structural
Tin Tag	Pass	Inspection-Structural
In Progress	Pass	Inspection-Structural
In Progress Shingles	Pass	Inspection-Structural
Shingles In Progress	Pass	Inspection-Structural
Roof Final	Pass	Inspection-Structural

Need approved drawings & permit on job site. Need M,E,P Rough Inspection if part of scope of work  
Roof tiles not reinstalled as per drawings. Provide access to roof

No plans or permit. Access  
Contractor provided engineer letter certifying complete concrete restoration project

Units 12A, 12B, 12C  
Need approved plans on job site. No Footer Inspection performed.

Not ready  
Contractor canceled  
Window sill west window & door seal not complete

Not ready  
No plans/permit access  
Roof incomplete. No plans/permit on site  
Need approved drawings on jobsite  
No approved plans on job site. No permit  
Canceled

Pending engineer letter certifying sliding glass door installation  
Not ready. Need zoning (landscape) engineering , as per city front desk  
Need Electrical Rough & Plumbing Rough before framing  
Need detail showing how flat roof south beam mated together. Need detail showing truss replacement  
Need permit & approved product approvals on job site. Provide pictures of existing roof sheathing nailir  
Need permit & approved product approvals on job site. Provide pictures of existing roof sheathing nailir

Need plumbing inspection, electric bond inspected. Vapor barrier. Plans not reviewed for structure

Provide engineered revision for West & East kneelwall framing along with DBL 2x10 beam in lou of 24" &

Shafts only 2 layers. Recall for 3rd layer.

Need approved NOA's for windows & doors along with the permit. Need In Progress inspection or Buck

Advised contractor that exterior wall not as per approved revision

Will provide picture of flat roof tin tag at In Progress Shingles

Cannot Final part of roof system. All under one permit. Contact Building Official for further instructions

Contractor provided In Progress pictures of installation

Canceled

Canceled

Need approved revised engineered detail for wall steel

Not ready

Not ready

Sheathing OK. Need engineered drawings for truss replacement and truss to beam connections. Permit

Partial

Partial

Siding replacement beyond scope of work of permit. Need separate permit for siding replacement and i

In Progress shingles OK. Siding replacement beyond scope of work for permit issued. Need separate perr

Tin Tag OK. Truss replacement beyond scope of work for permit issued. Need engineered truss drawings

Final Layer OK

Units 14A & 14B 2nd layer OK. Unit 14C 2nd layer needs correction plumbing pipe intending into shaft s

As per previous inspection, need approved NOA's for doors & windows on job site for buck inspection.

Cabinets above stove needs to be minimum 30" above top of stove. M1901.1

Contractor provided engineer letter certifying footer installation

Partial. First 8 columns only. Contractor needs to submit revision for remaining 56 columns for approval

Missing dowels 2' oc into existing patio footings

Need approved revisions for remaining columns/trellis

Not ready

Not ready

Owner provided architect letter certifying repair work

Owner provided architect letter certifying repair work

Need copy of engineers letter & approved product approval

No plans/permit. No work in progress. Recall In Progress inspection

No structural inspection performed. Cannot verify conditions of engineers letter or NOA's were met. Pro  
Need engineered revised drawing/letter for truss hanger approved by Building Dept. Not part of this ins

In Progress OK. Contractor to provide pictures of buck installation or remaining sliding glass door & win

Not ready

Not ready

Permit has 4 signs (S1, S2, S3, S6) S1 sign needs revised approved drawings because of electric conduit in

Permit has 3 signs ( P3, P4, P5) Signs P3 & P4 needs electric rough. P5 not ready

Contractor provided picture for remaining In Progress Roof installation

All wood must be fire treated lumber

All wood must be fire treated lumber

Not ready

Not ready

Not ready

Need engineer letter for Tin Tag. Also approved NOA's for roofing system

Plans need to be approved for structural by Building Dept. Need Zoning Final inspection prior to building

Not ready

Contractor provided engineer letter with pictures certifying buck inspection

Sliding glass doors & window bucks need solid 1x or 2x buck system with 1/4" shim space max where gr

Exterior rear ramp

No plans/permit on job site. Need soil density report

Need soil density report

No previous In Progress inspection performed. Provide engineer/architect letter certifying buck installat

Plan needs to be stamped by Building Dept. for structural. Need Zoning Inspection Final prior to Building  
No plans/permit. Recall In Progress

Not as per approved drawings. Drawing shows 2x8 sub-stringer at each side of 10" wood pile with 5/8" i  
Need proof of window & door buck inspection/installation or provide engineer/architect letter certifyin

Not ready  
Structural details for new roof hatchet needs approval by Building Dept. for installation. Provide before

Need approved plans on jobsite  
Cancelled  
Contractor provided pictures of buck installation

Can't see spacings for 2nd floor shutters  
No plans/permit. Recall In Progress

No plans/permit or approved NOA's on jobsite. Hot mop not signed off. Provide engineer letter certifyin  
Cancelled

Work performed beyond scope of work for window replacement. Need engineered plans approved by E  
Provide truss repair detail for unit 3 FT7 floor truss. Provide before final approval. All other truss- tiedov

Plan needs to be approved by structural plans examiner. Recall inspection

Engineer letter only addresses DBL 2"x10" with 1/2" plywood pitch. Engineer needs to also address fran

Contractor to provide pictures of buck installation for remaining 3 openings

Not ready. Recall

Not ready. Recall

All lumber needs to be fire treated along with door assembly.

Not ready.

Rollover to Monday

Contractor provided pictures of window buck installation that was not seen

Contractor provided pictures of door buck installation

Cancelled

Not ready.

Not ready.

Unit 6B

Need electric bond inspection, soil density test. Missing Z bars at 6" step and 3 1/2" step as per plans

Not ready.

Need approved revision for concrete cut & pour

Window buck allowed 1/4" shim space with solid buck

Pending approval of submitted engineer detail for roof truss

Plumbing pipe intrusion into second layer at Unit 15C masterbedroom closet. Need second layer Unit 15

Contractor provided pictures as requested

In Progress roof OK. Will require skylight curb installation inspection prior to Final

Need approved revision showing existing sliding glass door convert to window opening

Contractor will provide picture at Final Inspection. Need approved NOA for fix window at bathroom at F

Need Electrical Final & Plumbing Final for gas line

Need Electrical Final before Pool Final

Need Electric bond inspection

Not as per approved plans. Provide approved revision showing roof framing or construct as approved



Missing 3/8" x 4" tapcons at each clip anchoring columns

Not ready for buck installation . Provide engineer letter or recall In Progress

Not ready

Engineer letter does not certify buck installtion and final installation of door

Need framing inspection before insulation inspection

Contractor provided engineer letter certifying buck installation. Install strike plate as per NOA. Recall Fir

Buck installation not per approved NOA. Provide engineered detailed for double buck installation

Cancelled

Cancelled

Cancelled

Cancelled

Provide permit for sheathing replacement. Repair exceeds 5 sheets to be replaced

Not ready. Need pictures for In Progress for flat roof

No sheathing inspection performed. Provide certified engineer letter for sheathing. Tin tag pending eng

Hot mop not a part of roof process. Recall for In Progress Shingle/Peel & Stick. Need engineer letter cert

Not ready

Need framing inspection

Contractor provided engineer letter & pictures for buck installation

Address of work site and address of permit do not match

Contractor provided permit for sheathing replacement.

existing flat roof  
ing & replacement.  
ing & replacement.

girders as per previous inspection. Trusses not as per approved plans.

Inspection.

required for truss replacement

inspection before roof final.

permit for siding replacement before roof final

s, permit for work & truss replacement inspection before final roof inspection approved. Truss drawing t

second layer

| prior to next inspection.

Provide verification that conditions were met of engineers letter/approved NOA's  
Inspection also need engineered architect detail of DBL 2x buck installation

down

on pour. S2 needs electric rough, S3 & S6 needs electric rough inspection

3 final inspection.

greater than single 2x buck used. Provide engineer/architect letter certifying buck. Will accept engineer/ar

tion.

3 Final

thru bolt. Drawings also show 4x10 drop hanger with 5/8" thru bolt. Frame as per drawings or provide app  
g all window, sliding door & front door buck installations. Existing letter only reflects sliding glass doors.

Final Inspection approved.

ing roof process from hot mop to finish.

Building Dept. for work performed.

vns/bracing/connection OK. Pending approved engineered truss drawings

red load bearing kneel wall at East & West end of roof truss.

5A bath #3

final

nal

ineer letter. Sloped and flat roof.  
tifying flat and sloped roof sheathing.





to be approved by Building Dept.

rchitect letter certifying all buck installations. Same applies to all exterior doors.

proved engineered revision.  
Correct permit number on letter

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		1	Warren DeLoach
3/1/2017		1	Warren DeLoach
3/1/2017		0.5	Warren DeLoach
3/1/2017		1	Warren DeLoach
3/1/2017		4.5	Warren DeLoach
3/2/2017		4	Warren DeLoach
3/2/2017		1	Warren DeLoach
3/2/2017		3	Warren DeLoach
3/3/2017		2	Warren DeLoach
3/3/2017		1.5	Warren DeLoach
3/3/2017		4.5	Warren DeLoach
3/6/2017		1	Warren DeLoach
3/6/2017		3	Warren DeLoach
3/6/2017		4	Warren DeLoach
3/8/2017		2	Warren DeLoach

3/8/2017	6	Warren DeLoach
3/14/2017	3.5	Warren DeLoach
3/14/2017	4.5	Warren DeLoach
3/15/2017	3	Warren DeLoach
3/15/2017	5	Warren DeLoach
3/16/2017	4.5	Warren DeLoach
3/16/2017	3.5	Warren DeLoach
3/17/2017	4.5	Warren DeLoach
3/17/2017	3.5	Warren DeLoach

3/22/2017 3 Warren DeLoach

3/22/2017 5 Warren DeLoach

3/23/2017 3.5 Warren DeLoach

3/23/2017 4.5 Warren DeLoach

3/24/2017 3.5 Warren DeLoach

3/24/2017 4.5 Warren DeLoach

3/27/2017 0.5 Warren DeLoach

3/27/2017 2 Warren DeLoach

3/27/2017 2 Warren DeLoach

3/28/2017 2 Warren DeLoach

3/28/2017	5	Warren DeLoach
-----------	---	----------------

3/29/2017	2	Warren DeLoach
-----------	---	----------------

3/29/2017	6	Warren DeLoach
-----------	---	----------------

3/30/2017	2	Warren DeLoach
-----------	---	----------------

3/30/2017	3	Warren DeLoach
-----------	---	----------------

3/30/2017	3	Warren DeLoach
-----------	---	----------------

3/31/2017	2.5	Warren DeLoach
-----------	-----	----------------

3/31/2017	3	Warren DeLoach
-----------	---	----------------

3/31/2017	2	Warren DeLoach
-----------	---	----------------

City Permit Number	Project Address	Project Description
17-00107	1401 W 34th St	
17-00107	1401 W 34th St	
17-00107	1401 W 34th St	
16-01717	1241 Coral Way	Mech Rough Exhaust Duct
17-00230	3004 Broadway	Plumbing Rough
15-01654	2795 Lake Dr	Plumbing Final
16-01006	2795 Lake Dr	Gas Final
16-02598	1141 Fairview Ln	Plumbing Final
16-00319	3730 N Ocean Dr	2nd Rough Plumbing Level 8
17-00027	5070 N Ocean Dr #15D	AC Final
17-00067	5080 N Ocean Dr #10B	AC Final
16-02295	1020 Pine Point Rd	AC Final
16-02295	1020 Pine Point Rd	Hood Final
17-00036	3530 Ave F	Gas Final
17-00107	1401 W 34th St	
16-02777	2655 Lake Dr #1	AC Final
17-00147	8065 Via Hacienda	AC Final
16-02777	2655 Lake Dr #1	Rough In Mechanical
17-00415	1214 Harbor Dr S	Underground Plumbing
17-00211	3100 N Ocean Dr	
14-02081	1002 Aspri Way	AC Final
17-00225	2795 Lake Dr	Irrigation Final
16-02057	2800 N Ocean Dr A #20D	Plumbing Rough
16-02557	5050 N Ocean Dr #1401	Plumbing Final
16-03025	2001 Congress Ave	Rough In
17-00211	3100 N Ocean Dr	
17-00455	2520 Maniki Dr	Underground Plumbing
16-03025	2001 Congress Ave	Plumbing Final



17-00455	2520 Maniki Dr	
16-03025	2001 Congress Ave Bay 4	
16-01901	3730 N Ocean Dr	Rough Duct 11A, 11B, 11C
16-01901	3730 N Ocean Dr	Fire Damper 11th Floor
17-00205	1262 Sugar Sands Blvd #226	AC Final
17-00417	3115 Contego Ln	AC Final
17-00410	311 20th St W	Rough Plumbing
17-00410	311 20th St W	Plumbing Final
16-02668	301 29th St W	Water Heater Final
16-01877	301 29th St W	Plumbing Final
17-00342	3921 N Ocean Dr	Rough Gas
17-00259	1260 Coral Way	Water Heater Final
16-01091	1050 Fairview Ln	Gas Final
16-01090	1050 Fairview Ln	Plumbing Final
17-00210	1170 Singer Dr	Sewer
17-00256	3116 Contego Ln	Water Heater Final
16-01432	1020 Pine Point Rd	Gas Final
16-02920	2500 Ocean Ave	Columns-Formed or Filled Cells
16-02618	2655 Lake Dr #1	Plumbing Final
17-00024	1050 Fairview Ln	Plumbing Final
17-00211	3100 N Ocean Dr	
16-00830	337 25th St E	AC Rough
16-01901	3730 N Ocean Dr	Fire Smoke/Damper 12th Floor
16-01901	3730 N Ocean Dr	Rough In Duct Units A, B, C
17-00361	2561 Canterbury Dr S	In Progress
16-01977	1103 Via Jardin	Structural Final
17-00351	5139 Elpine Way	Slab
16-02842	3065 Casa Rio Ct	Building Final
16-02920	2500 N Ocean Dr	Steel
16-01242	1121 Cleve H Dixon Ave	AC Final
16-01241	1111 Cleve H Dixon Ave	AC Final
17-00504	5191 Elpine Way	AC Final
17-00147	8065 Via Hacienda	AC Final
17-00244	1030 Sugar Sands Blvd #370	AC Final
16-00174	598 6th St W	Plumbing Final
17-00239	160 Riviera dr	Perimeter Piping
16-03066	1030 Sugar Sands Blvd #370	Plumbing Final
17-00514	1131 Sugar Sands Blvd #8	2nd Rough
17-00366	3309 Old Dixie Hwy	Fence Final

16-01241	1111 Cleve H Dixon Ave	AC Final
16-01242	1121 Cleve H Dixon Ave	AC Final
17-00383	1831 Ave H East	AC Final
17-00081	3755 Ave E	AC Final
16-01179	1252 Cabana Rd #4	AC Final
16-00245	1205 Sandy Ln #148	AC Final
17-00019	1416 26th Ct W	Plumbing Final
17-00370	1489 Dr MLK Jr Blvd	Underground Plumbing
17-00289	1831 Ave H East	Plumbing Final
17-00080	3755 Ave E	Plumbing Final
17-00342	3921 N Ocean Dr	Underground Rough
17-00079	3755 Ave E	Building Final
16-02329	4000 N Ocean Dr #503	Building Final
17-00134	5200 N Ocean Dr #305	Building Final
17-00587	6687 42nd Terr North-A	AC Final
16-00245	1205 Sandy Ln #148	AC Final
16-01901	3730 N Ocean Dr	Duct Rough Risers Floors 15-17
17-00038	5380 N Ocean Dr I #8D	Rough In Plumbing
17-00181	1251 Coral Way	Rough In/Top Out
17-00287	5480 N Ocean Dr N #4C	Partial Rough Plumbing
17-00299	1417 34th St W	Rough In Plumbing
16-02785	301 15th St W	Rough Plumbing
17-00651	1251 Coral Way	Rough AC
17-00023	1229 Yacht Harbor Dr	AC Final
17-00227	2554 Lochmore Dr	AC Final
16-00174	598 6th St W	Plumbing Final
17-00198	1060 Powell Dr	Pool Plumbing Final
16-00319	3730 N Ocean Dr	2nd Rough Level 10-15 Sanitary
17-00594	1251 Coral Way	Rough In Plumbing
17-00527	1020 Pine Point Rd	Irrigation Final
17-00415	1214 Harbor Dr South	Underground Plumbing
17-00638	45 17th St W	Underground Plumbing
17-00123	7305 Garden Rd	Mechanical Rough
17-00638	45 17th St W	Underground Plumbing
17-00038	5380 N Ocean Dr I #8D	Rough Plumbing
17-00211	3100 N Ocean Dr	
16-02359	1111 Coral Way	AC Final

16-02494	5250 N Ocean Dr	AC Final
16-01741	1111 Coral Way	Gas Final
16-01591	1111 Coral Way	Plumbing Final
17-00564	1112 Coral Way	Underground Gas
17-00563	3921 N Ocean Dr	Water Heater Final
17-00342	3921 N Ocean Dr	Gas Final
17-00535	5080 N Ocean Dr #9C	Plumbing Final
16-02044	1140 Bimini Ln	Underground Plumbing
17-00448	1080 Fairview Ln	Rough Gas
17-00211	3100 N Ocean Dr	
15-01370	337 25th St E	Screw for underhouse
15-01370	337 25th St E	Lath for underhouse
17-00378	5139 Elpine Way	Building Final
16-02670	5139 Elpine Way	Building Final
17-00288	301 15th St W	Rough In Mechanical
16-02494	5250 N Ocean Dr	AC Final
17-00262	5380 N Ocean Dr I #3A	AC Final
17-00689	3000 N Ocean Dr #27A	Plumbing Final
17-00564	1112 Coral Way	Interior Rough Plumbing
17-00261	2086 Bonisle Cir	Plumbing Final
17-00211	3100 N Ocean Dr	
13-01599	1264 Surf Rd #1	AC Final
17-00619	2640 Lakeshore Dr #507	AC Final
17-00540	960 Tortuga Ln	AC Final
16-02347	1552 16th St W	Plumbing Final
17-00391	2101 23rd St W	Rough In Plumbing
17-00210	1170 Singer Dr	Plumbing Final
17-00448	1080 Fairview Ln	Plumbing Final
17-00261	2086 Bonisle Cir	Plumbing Final
17-00211	3100 N Ocean Dr	

Pass/Fail	Additional Staff Comments	
Pass	Plan Review-Structural	
Fail	Plan Review-Mechanical	
Pass	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	Building
Pass	Inspection-Mechanical	
Fail	Inspection-Plumbing	Building not accessible
	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
	Plan Review-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	

Pass	Plan Review-Plumbing	
Pass	Plan Review-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
	Inspection-Plumbing	Cancelled
	Inspection-Plumbing	Cancelled
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Building not accessible
Pass	Inspection-Plumbing	
Pass	Inspection-Structural	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
	Plan Review-Plumbing	
Fail	Inspection-Mechanical	No plans. Mechanical Changes
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection	
Pass	Inspection	
Pass	Inspection	
Fail	Inspection	2"x8" P.T. attachment to the existing concret
Pass	Inspection	Before next inspection, a revised plan showing
Fail	Inspection-Mechanical	No permit/plans on jobsite
Fail	Inspection-Mechanical	No permit/plans on jobsite
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Plumbing	No plans/permit on jobsite
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Building not accessible
Pass	Inspection-Structural	

Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Mechanical	Not accessible
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Not accessible
Pass	Inspection-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Fail	Inspection-Plumbing	on the 2nd rough in. Water req. to be in showe
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	No plans/permit on jobsite. Opening cut out 6
Pass	Inspection-Mechanical	
Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
	Plan Review-Plumbing	
Pass	Inspection-Mechanical	

Fail	Inspection-Mechanical	Gate not accessible
------	-----------------------	---------------------

Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing

Pass	Inspection-Plumbing
Pass	Inspection-Plumbing

Plan Review-Plumbing
----------------------

Pass	Inspection
Pass	Inspection
Pass	Inspection
Pass	Inspection
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical

Pass	Inspection-Plumbing	
Pass	Inspection-Plumbing	
Fail	Inspection-Plumbing	Not accessible

Plan Review-Plumbing
----------------------

Pass	Inspection-Mechanical
Pass	Inspection-Mechanical
Pass	Inspection-Mechanical

Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing
Pass	Inspection-Plumbing

Plan Review-Plumbing
----------------------





te beam. Details required for 2"x8" P.T. with attachment. Door columns not showing attachment to slab  
g all columns lay out with dimensions. Required Zoning Dept. approval sign off on revised plan.

er pan.

;" pour concrete walls, has cracks on each side of opening & middle. This wall carry the flat roof bar joist:





foundation.

s, which bear on these walls. This will require engineer fix.

## C.A.P. Government, Inc. - Employee Work Log

### Invoice:

Date	Time	Number of Hours Worked	Employee Name
3/1/2017		8	Tom McElvy

3/2/2017		8	Tom McElvy
----------	--	---	------------

3/9/2017		8	Tom McElvy
----------	--	---	------------

3/10/2017		1	Tom McElvy
-----------	--	---	------------

3/20/2017		8	Tom McElvy
-----------	--	---	------------

3/22/2017		8	Tom McElvy
-----------	--	---	------------

City Permit Number	Project Address
17-00112	2544 Canterbury Dr N
16-01936	1138 23rd St W
17-00149	1145 AC Evans St
16-01000	1141 Coral Way
16-01238	1161 Singer Dr
16-02024	2795 Lake Dr
16-02753	3004 Broadway
16-02753	3004 Broadway
16-03044	920 Ave U
16-02763	470 31st St W
17-00021	1054 Center Stone Ln
16-01195	1141 Fairview Ln
16-00286	2795 Lake Dr
16-01769	5550 N Ocean Dr #15D
17-00064	5159 Elpine Way
16-02235	3701 Broadway
16-01791	3701 Broadway
16-02651	2633 Park Ave
16-02056	2800 N Ocean Dr A #20D
16-02490	1020 Pine Point Rd
16-02490	1020 Pine Point Rd
17-00160	1036 32nd St W
17-00160	1036 32nd St W
17-00160	1036 32nd St W
16-01936	1138 23rd St W
16-01936	1138 23rd St W
16-01936	1138 23rd St W
17-00348	1251 Coral Way
17-00135	1100 Surf Rd #107
16-01936	1138 23rd St W
16-01936	1138 23rd St W
16-01936	1138 23rd St W
17-00361	2561 Canterbury Dr S
16-00083	1146 E Blue Heron Blvd
17-00203	1831 Ave H East
16-03060	3701 Broadway
17-00049	3701 Broadway
16-03022	3400 N Ocean Dr #1908
17-00344	1131 Sugar Sands Blvd #8
17-00015	1252 Sugar Sands Blvd #232
17-00348	1251 Coral Way
17-00170	1141 Fairview Ln
17-00324	1120 Fairview Ln



Project Description	Pass/Fail
Fence Final	Pass
Slab	Pass
Fence Final	Pass
Window Buck	Fail
Final Pool Resurfacing	Pass
Pool Barrier	Pass
Wall Rebar	Fail
Slab	Fail
Fence Final	Pass
Fence Final	Fail
Building Final	Pass
Building Final	Fail
Roof Final	Pass
Building Final	Fail
Building Final- Shutters	Fail
Building Final- Demo	Pass
Building Final	Pass
Steel	Pass
Screw	Fail
Pool Barrier	Pass
Deck	Pass
Tin Tag & Metal	Pass
Sheathing	Pass
Roof Final	Pass
Wire Lath	Pass
Framing	Pass
Tie Beams	Pass
Tile In Progress	Fail
Building Final	Fail
Sheathing	Pass
Door In Progress	Pass
Tiedown/Roof Truss	Pass
Building Final	Pass
Sign Final	Fail
Building Final	Fail
Footer	Pass
Footer	Pass
In Progress	Fail
Drywall	Pass
Building Final	Fail
Roof Final	Fail
Garage Door Final	Pass
Framing-Tiedown/Window/Door/Accessibility	Pass

## Additional Staff Comments

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Not ready

Inspection-Structural

Inspection-Structural

Inspection-Structural

Engineered wall detail required for beam & Column

Inspection-Structural

Termite certification for soil required

Inspection-Structural

Inspection-Structural

Wrong inspection called in. No fence located on site

Inspection-Structural

Inspection-Structural

Permit to be posted, seal around all windows at exterior c

Inspection-Structural

Inspection-Structural

Cancelled by Contractor

Inspection-Structural

Missing anchors at opening #2

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Framing Inspection required. Durock cement board install

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Roof framing inspection is not signed off (passed) Tin Tag

Inspection-Structural

Window In Progress inspection has not passed. Sliding gla

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Inspection-Structural

Plans/permit not posted on jobsite

Inspection-Structural

No plans/permit on jobsite. Must

Inspection-Structural

Inspection-Structural

Inspection-Structural

Not ready

Inspection-Structural

Inspection-Structural

Missing anchors. See plans for locations

Inspection-Structural

Reroof in progress inspection has not passed inspection. f

Inspection-Structural

Inspection-Structural

of bldg missing anchors at windows. See NOA's for locations

tion at showers OK

& Metal inspection not signed off (passed)  
ss door must provide min edge distance for anchors (Northeast)

Roof framing (truss framing) has not passed inspection.

**From:** [March, Ladi](#)  
**To:** [Mealy, Dean](#)  
**Cc:** [Bailey, Terrence](#); [Jones, Danny](#); [Spradley, DeAndrae L.](#)  
**Subject:** Charges in Dispute  
**Date:** Monday, February 27, 2017 7:59:00 PM  
**Attachments:** [CAP Invoices requiring backup documentation.pdf](#)

---

Good Evening,

FYI . I am attaching unpaid invoices for CAP government with line items highlighted/circled that remain in question. I have copied Deandre Spradley on this communication as he had initially requested supporting documentation for some of the same items a few months back. I have received some inquiry about payment status from CAP and this may come up in our meeting on tomorrow.

In summary refuted charges have been identified as follows:

**10/7 – FEMA Storm Related Invoice      Invoice No. # 3981**

\$487.50      Electrical Inspector

**10/01-10/31 – Monthly Charges      Invoice No. # 4024**

\$1237.50      Fire Review  
\$1657.30      Electrical Inspector  
\$6400.00      Building Official Fees (in house)

**11/01-11/30      Monthly Charges      Invoice No. #4139**

\$1556.25      Fire Review  
\$ 2730.00      Electrical Inspector  
\$6400.00      Building Official Fees (in house)

**12/01-12/31      Monthly Charges      Invoice No. #4194**

\$2,137.50      Fire Review  
\$975.00      Electrical Inspector  
\$6400.00      Building Official Fees (in house)

**01/01-01/30      Monthly Charges      Invoice no. #4336**

\$2325.00      Fire Review Charges  
\$6400.00      Building Official (in house)

**Grand Total of disputed charges: \$38,706.25**

Ladi A. March

Building Official

561-845-4008 desk 561-568-7323 mobile

[lmarch@rivierabch.com](mailto:lmarch@rivierabch.com)

“If and when things go wrong, Do not go with them” - Roger Babson

**Jones, Danny**

---

**From:** Jones, Danny  
**Sent:** Tuesday, October 11, 2016 10:56 AM  
**To:** 'cap@capfla.com'  
**Cc:** Little, Rickey; Mealy, Dean; 'jmellies@capfla.com'; Gagnon, Jeff; Frazier, Jackie P  
**Subject:** FW: Riviera Beach Invoice for September Services  
**Attachments:** Project 000127000.00 Invoice 0003922 (sept).pdf

Mr. Penin,

As discussed yesterday afternoon, I need detailed backup information in order to approve payment for the invoices you submitted on behalf of C.A.P.

I need to know what jobs or plans were being reviewed or inspected for the number of hours submitted.

I will also use this information to analyze the amount of time spent on the various levels of plans submitted and the inspections completed.

The City cannot over pay for services not rendered nor should we not properly compensate CAP for services provided.

Detailed invoices must be a part of the checks and balances in this business relationship.

I would like to have the requested information by close of business on Friday so that the proper attention can be provided to compensate CAP accordingly.

Thanks,

Danny D. Jones  
Interim City Manager  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

**From:** Little, Rickey  
**Sent:** Tuesday, October 11, 2016 7:41 AM  
**To:** Jones, Danny <[ddjones@Rivierabch.com](mailto:ddjones@Rivierabch.com)>; Gagnon, Jeff <[jgagnon@Rivierabch.com](mailto:jgagnon@Rivierabch.com)>  
**Subject:** Fwd: Riviera Beach Invoice for September Services

Here is the invoice from C A P

Sent from my iPhone

Begin forwarded message:

**From:** Jennifer Mellies <[jmellies@capfla.com](mailto:jmellies@capfla.com)>  
**Date:** October 10, 2016 at 3:18:03 PM EDT  
**To:** "[rlittle@rivierabch.com](mailto:rlittle@rivierabch.com)" <[rlittle@rivierabch.com](mailto:rlittle@rivierabch.com)>  
**Cc:** "Carlos A. Penin" <[cap@capfla.com](mailto:cap@capfla.com)>, Joseph Kajak <[jkajak@capfla.net](mailto:jkajak@capfla.net)>  
**Subject:** Riviera Beach Invoice for September Services

Mr. Little,

Attached you will find a certified copy of our September Plan Review & Inspection Services invoice from CAP Government. If you should have any questions please feel free to contact me at the number listed below or via email.

Thank You,

Jennifer

**Jones, Danny**

---

**From:** Mealy, Dean  
**Sent:** Monday, October 17, 2016 7:28 PM  
**To:** Jones, Danny  
**Subject:** CAP

Mr. Jones,

My office had scheduled a meeting with CAP for this afternoon which they had agreed to attend to discuss billing. Considering that we have a pending contract with them to go before Council this Wednesday, I believe we need to talk before making final recommendation for award. I am not comfortable in my recommendation based on recent activity.

Dean



**Dean Mealy, II**

---

**City Purchasing Manager**

2051 MLK Blvd. Suite 310 | Riviera Beach, FL 33404

**P. 561.845.3477 | C. 561.402.5499**

[dmealy@rivierabch.com](mailto:dmealy@rivierabch.com)

Customer Care is my priority. How am I doing? Please contact my Director, Randy Sherman at [rsherman@rivierabch.com](mailto:rsherman@rivierabch.com) with feedback.

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."



**Jones, Danny**

---

**From:** Gagnon, Jeff  
**Sent:** Monday, October 24, 2016 4:31 PM  
**To:** Jones, Danny; Monroe, Luecinda J.  
**Cc:** Mella, Elvis; Spradley, DeAndrae L.; buildingofficialtemp  
**Subject:** Memo To CM on CAP Govt. Inc Computer Log In  
**Attachments:** Memo To CM on CAP Govt. Inc Computer Log In.pdf

Good afternoon Mr. Jones,

During this morning's Community Development Dept. staff meeting, there was discussion on the potential need for city computer login credentials for CAP Government, Inc. employees. Please see memo attached. Thank you.

Jeff Gagnon, AICP - Assistant Director of Community Development - City of Riviera Beach, FL 33404 - [JGagnon@RivieraBch.com](mailto:JGagnon@RivieraBch.com) -  
Phone: (561)845-4037 - Fax: (561)845-4038 - [www.rivierabch.com](http://www.rivierabch.com)

*"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."*

**Jones, Danny**

---

**From:** Gagnon, Jeff  
**Sent:** Wednesday, October 26, 2016 9:52 AM  
**To:** Mealy, Dean  
**Cc:** Jones, Danny; Little, Rickey  
**Subject:** CAP Employee Time Log  
**Attachments:** CAP Employee Time Log.xlsx

Good afternoon,

Per our conversation yesterday, please see a draft time log for CAP to utilize. Is there any other info needed to be reported? Once you determine that this format is acceptable, I will provide to CAP.

Jeff Gagnon, AICP - Assistant Director of Community Development - City of Riviera Beach, FL 33404 - [JGagnon@RivieraBch.com](mailto:JGagnon@RivieraBch.com) -  
Phone: (561)845-4037 - Fax: (561)845-4038 - [www.rivierabch.com](http://www.rivierabch.com)

*"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."*

**Jones, Danny**

---

**From:** Mealy, Dean  
**Sent:** Tuesday, November 01, 2016 1:35 PM  
**To:** Jones, Danny  
**Subject:** RE: CAP Employee Time Log

Mr. Jones,

1. Invoices – they are (CAP) are updating the invoices to the form created by Jeff. They have a hard deadline of this Thursday.
2. New agreement is ready. Was holding it until the invoices were correlated to the inspections which ties into number 1.
3. And yes the changes were incorporated.

Dean

**From:** Jones, Danny  
**Sent:** Tuesday, November 1, 2016 1:21 PM  
**To:** Mealy, Dean <dmealy@Rivierabch.com>  
**Subject:** FW: CAP Employee Time Log

Mr. Mealy,

What is the status of the CAP agreement?

Were the changes we discussed incorporated into the agreement and the employee log sheet implemented?

What is the status of the previous invoices?

Danny D. Jones  
Interim City Manager  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

**From:** Gagnon, Jeff  
**Sent:** Wednesday, October 26, 2016 9:52 AM  
**To:** Mealy, Dean <dmealy@Rivierabch.com>  
**Cc:** Jones, Danny <ddjones@Rivierabch.com>; Little, Rickey <rlittle@Rivierabch.com>  
**Subject:** CAP Employee Time Log

Good afternoon,

Per our conversation yesterday, please see a draft time log for CAP to utilize. Is there any other info needed to be reported? Once you determine that this format is acceptable, I will provide to CAP.

Jeff Gagnon, AICP - Assistant Director of Community Development - City of Riviera Beach, FL 33404 - [JGagnon@RivieraBch.com](mailto:JGagnon@RivieraBch.com) -  
Phone: (561)845-4037 - Fax: (561)845-4038 - [www.rivierabch.com](http://www.rivierabch.com)

*"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."*

**Jones, Danny**

---

**From:** Jones, Danny  
**Sent:** Tuesday, November 01, 2016 1:53 PM  
**To:** Mealy, Dean  
**Subject:** RE: CAP Employee Time Log

↗ Please stay engaged with CAP

Danny D. Jones  
Interim City Manager  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

**From:** Mealy, Dean  
**Sent:** Tuesday, November 01, 2016 1:35 PM  
**To:** Jones, Danny <[ddjones@Rivierabch.com](mailto:ddjones@Rivierabch.com)>  
**Subject:** RE: CAP Employee Time Log

Mr. Jones,

1. Invoices – they are (CAP) are updating the invoices to the form created by Jeff. They have a hard deadline of this Thursday.
2. New agreement is ready. Was holding it until the invoices were correlated to the inspections which ties into number 1.
3. And yes the changes were incorporated.

Dean

**From:** Jones, Danny  
**Sent:** Tuesday, November 1, 2016 1:21 PM  
**To:** Mealy, Dean <[dmealy@Rivierabch.com](mailto:dmealy@Rivierabch.com)>  
**Subject:** FW: CAP Employee Time Log

Mr. Mealy,

What is the status of the CAP agreement?

Were the changes we discussed incorporated into the agreement and the employee log sheet implemented?

What is the status of the previous invoices?

Danny D. Jones  
Interim City Manager  
[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

**From:** Gagnon, Jeff  
**Sent:** Wednesday, October 26, 2016 9:52 AM  
**To:** Mealy, Dean <dmealy@Rivierabch.com>  
**Cc:** Jones, Danny <ddjones@Rivierabch.com>; Little, Rickey <rlittle@Rivierabch.com>  
**Subject:** CAP Employee Time Log

Good afternoon,

Per our conversation yesterday, please see a draft time log for CAP to utilize. Is there any other info needed to be reported? Once you determine that this format is acceptable, I will provide to CAP.

Jeff Gagnon, AICP - Assistant Director of Community Development - City of Riviera Beach, FL 33404 - [JGagnon@RivieraBch.com](mailto:JGagnon@RivieraBch.com) -  
Phone: (561)845-4037 - Fax: (561)845-4038 - [www.rivierabch.com](http://www.rivierabch.com)

*"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."*

**Jones, Danny**

---

**From:** Wood, Randy  
**Sent:** Thursday, November 03, 2016 10:37 AM  
**To:** Mealy, Dean  
**Cc:** Jones, Danny  
**Subject:** FW: CAP GOVT Log Sheets for August & September  
**Attachments:** CAP Employee Time Log - August.xlsx; CAP Employee Time Log - September.xlsx

Dean,

Attached Employee Time Logs for August & September provided by CAP is forwarded for our use & information.



**Randy Wood**

---

**Contract Administrator**

2051 MLK Blvd, Suite 310 | Riviera Beach, FL 33404

P. 561.845.3480 | C. 561.303.9871  
[rwood@rivierabch.com](mailto:rwood@rivierabch.com)

*Customer Care is my priority. How am I doing? Please contact my*

*Manager, Dean [Mealy@dmealy@rivierabch.com](mailto:Mealy@dmealy@rivierabch.com) with feedback.*

**From:** Jennifer Mellies [mailto:[jmellies@capfla.com](mailto:jmellies@capfla.com)]  
**Sent:** Thursday, November 03, 2016 6:40 AM  
**To:** Wood, Randy <[Rwood@Rivierabch.com](mailto:Rwood@Rivierabch.com)>  
**Cc:** Carlos A. Penin <[cap@capfla.com](mailto:cap@capfla.com)>  
**Subject:** CAP GOVT Log Sheets for August & September

Mr. Wood,

As requested here are the log sheets for August and September. I have completed as much as I could with the information provided. Please know that after speaking with you we created a new worksheet for the guys to use on a daily basis so that we can make sure to capture all of the information requested moving forward. Please let me know if I can be of any further assistance in this matter.

Thank You,  
Jennifer



cap government

**Jennifer Mellies**

Comptroller

O 786.515.0969

F 305.448.1712

C 954.661.6871

[www.capfla.com](http://www.capfla.com) | [jmellies@capfla.com](mailto:jmellies@capfla.com)

343 Almeria Avenue, Coral Gables, FL 33134

**Jones, Danny**

---

**From:** Spradley, DeAndrae L.  
**Sent:** Thursday, November 10, 2016 4:38 PM  
**To:** Wood, Randy; Gagnon, Jeff  
**Cc:** Mealy, Dean; Jones, Danny; Monroe, Luecinda J.  
**Subject:** RE: CAP GOVT Log Sheets for August & September

Good afternoon Randy,

The overall time associated with the invoices appear to be valid. However, Mr. Jones had some concerns regarding some of the time spent on a most of the inspections. We will need to sit down with our building inspectors to go over all of the details. Luecinda, could you squeeze us in for about an hour next week to go over these invoices? Thanks for your time and have a wonderful day!

DeAndrae Spradley, Principal Planner

**From:** Wood, Randy  
**Sent:** Thursday, November 03, 2016 11:13 AM  
**To:** Gagnon, Jeff <Jgagnon@Rivierabch.com>; Spradley, DeAndrae L. <Dspradley@Rivierabch.com>  
**Cc:** Mealy, Dean <dmealy@Rivierabch.com>  
**Subject:** FW: CAP GOVT Log Sheets for August & September

Jeff & DeAndrae,

Confirming telephone conversation of this morning, 11/03/16, with Jeff Gagnon, please review the attached CAP Employee Time Logs submitted for August & September as additional supporting documentation for the attached Invoice No. 0003858, dated 9-02-16, for a total of \$22,587.50 and Invoice No. 0003922, dated 10/10/16, for a total of \$46,416.25 and advise.



**Randy Wood**

**Contract Administrator**

2051 MLK Blvd, Suite 310 | Riviera Beach, FL 33404

**P. 561.845.3480 | C. 561.303.9871**

[rwood@rivierabch.com](mailto:rwood@rivierabch.com)

*Customer Care is my priority. How am I doing? Please contact my*

*Manager, Dean [Mealy@dmealy@rivierabch.com](mailto:dmealy@rivierabch.com) with feedback.*

**From:** Wood, Randy  
**Sent:** Thursday, November 03, 2016 10:37 AM  
**To:** Mealy, Dean <dmealy@Rivierabch.com>  
**Cc:** Jones, Danny <ddjones@Rivierabch.com>  
**Subject:** FW: CAP GOVT Log Sheets for August & September



Dean,

Attached Employee Time Logs for August & September provided by CAP is forwarded for our use & information.



**Randy Wood**

**Contract Administrator**

2051 MLK Blvd, Suite 310 | Riviera Beach, FL 33404

**P. 561.845.3480 | C. 561.303.9871**

[www.rivierabch.com](http://www.rivierabch.com)

*Customer Care is my priority. How am I doing? Please contact my*

*Manager, Dean [Mealy@dmealy@rivierabch.com](mailto:Mealy@dmealy@rivierabch.com) with feedback.*

**From:** Jennifer Mellies [<mailto:jmellies@capfla.com>]

**Sent:** Thursday, November 03, 2016 6:40 AM

**To:** Wood, Randy <[Rwood@Rivierabch.com](mailto:Rwood@Rivierabch.com)>

**Cc:** Carlos A. Penin <[cap@capfla.com](mailto:cap@capfla.com)>

**Subject:** CAP GOVT Log Sheets for August & September

Mr. Wood,

As requested here are the log sheets for August and September. I have completed as much as I could with the information provided. Please know that after speaking with you we created a new worksheet for the guys to use on a daily basis so that we can make sure to capture all of the information requested moving forward. Please let me know if I can be of any further assistance in this matter.

Thank You,  
Jennifer



cap government

**Jennifer Mellies**

Comptroller

O 786.515.0969

F 305.448.1712

C 954.661.6871

[www.capfla.com](http://www.capfla.com) | [jmellies@capfla.com](mailto:jmellies@capfla.com)

343 Almeria Avenue, Coral Gables, FL 33134

**Jones, Danny**

---

**From:** Mealy, Dean  
**Sent:** Thursday, November 17, 2016 1:39 PM  
**To:** Gagnon, Jeff  
**Cc:** Jones, Danny; Little, Rickey  
**Subject:** CAP Agreement  
**Attachments:** CAP Agreement 111716.pdf

Jeff,

Please find the executed agreement attached. Please process the invoices per the instructions outlined in the agreement.

Dean



**Dean Mealy, II**

---

**City Purchasing Director**

2051 MLK Blvd. Suite 310 | Riviera Beach, FL 33404

**P. 561.845.3477 | C. 561.402.5499**

[ddjones@rivierabch.com](mailto:ddjones@rivierabch.com)

Customer Care is my priority. How am I doing? Please contact the City Manager at [ddjones@rivierabch.com](mailto:ddjones@rivierabch.com) with feedback.

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** A resolution approving a work order with Erdman Anthony of West Palm Beach, Florida for engineering services for the design of six (6) structures over the waterways in the Palm Beach Isles community in the amount of \$292,906; authorizing the City Manager to approve change orders up to ten percent (10%); and authorizing the Director of Finance and Administrative Services to make payment for same from account number 305-1123-541-0-6301.

---

**Recommendation/Motion:** Staff recommends that the City Council approve the attached Resolution.

---

<b>Originating Dept</b>	Public Works	<b>Costs</b>	\$292,906
<b>User Dept.</b>	Public Works	<b>Funding Source</b>	Account #305-1123-541-0-6301 BASE FEE \$292,906 Account #305-1123-541-0-6301 Contingency \$ 29,291 TOTAL ALLOCATION \$322,197
<b>Advertised</b>	No	<b>Budget Account Number</b>	Fund <u>305</u> Dept/Division <u>1123</u> Org. <u>541</u> Object <u>0</u> Reporting Category: <u>6401</u>
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

Some time ago, the City received a call from a resident regarding sinkholes in the grassy areas near the structures that span the waterways in the Palm Beach Isles community. In the process of trying to determine the cause of the sinkholes, City staff noticed the condition of the structures and felt there was a need to have a structural analysis performed to determine the structural integrity of the waterway spans. Staff contacted Erdman Anthony, one of the City's engineering consultants under contract, to perform the structural analysis. Erdman Anthony then retained the services of Alan Gerwig and Associates (AGA) to perform the structural analysis. In November of 2015 AGA completed their analysis of the over the water structures and provided the City with a written assessment as well as probable cost estimates to correct the issues.

According to the AGA report, the structures are beyond repair and need to be replaced due to the level of deterioration that has taken place. In order to proceed with replacement of the structures a design of the

structures has to be completed. The design fee proposed by Erdman Anthony which includes permitting, geotechnical engineering, maintenance of traffic concepts, habitat survey, environmental service and bridge design is \$292,906. Preliminary estimates to replace the structures are approximately \$1.9M which includes permitting fees and contingency; however, more accurate costs will be provided once the design of the structures is completed.

Based on the report's recommendation and the visible condition of the structures, staff requests that City Council approve the work order with Erdman Anthony to provide design services for the over the water structures in the Palm Beach Isles community.

<b>Fiscal Years</b>	2017	2018	2019	2020	2020
<b>Capital Expenditures</b>	\$292,906				
<b>Operating Costs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>External Revenues</b>	\$0.00				
<b>Program Income (city)</b>	NA				
<b>In-kind Match (city)</b>	NA				
<b>Net Fiscal Impact</b>	\$292,906	\$0.00	\$0.00	\$0.00	\$0.00
<b>NO. Additional FTE Positions (cumulative)</b>					

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION_Erdman_Design-PBI_Bridges.doc	Resolution	5/1/2017	Resolution
singer_island_neighborhood_rehab_042817.pdf	Erdman Anthony Proposal	5/1/2017	Backup Material
Riviera_Canal_Crossings_Condition_Report_2nd_Draft_11-25-15.pdf	Structure Assessment Report	3/28/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Johnson, Brynt	Approved	5/1/2017 - 6:37 PM
Purchasing	Mealy, Dean	Approved	5/1/2017 - 8:29 PM
Finance	sherman, randy	Rejected	5/4/2017 - 12:06 AM
Public Works	Johnson, Brynt	Approved	5/4/2017 - 1:09 PM
Purchasing	Mealy, Dean	Approved	5/4/2017 - 4:38 PM
Finance	sherman, randy	Approved	5/5/2017 - 12:09 PM
Attorney	Degraffenreidt, Andrew	Approved	5/5/2017 - 2:24 PM
City Clerk	Burgess, Jackie	Approved	5/5/2017 - 3:43 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:38 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH ERDMAN ANTHONY OF WEST PALM BEACH, FLORIDA FOR ENGINEERING SERVICES FOR THE DESIGN OF SIX (6) STRUCTURES OVER THE WATERWAYS IN THE PALM BEACH ISLES COMMUNITY IN THE AMOUNT OF \$292,906; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 305-1123-541-0-6301 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a structural analysis of the over the waterway structures in the Palm Beach Isles community was performed to determine their structural integrity; and

**WHEREAS**, the findings of the structural report is that there are structural defects that need to be addressed as soon as possible; and

**WHEREAS**, the report also states that given the deteriorated condition of the structures replacement is the recommended option; and

**WHEREAS**, Erdman Anthony is one of the City's continuing services engineering firms placed under contract by way of Resolution 50-15 and has the expertise to provide the necessary design services required.

**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 Council hereby approves the issuance of a work order to Erdman Anthony of West Palm Beach, Florida to provide engineering design services required for design and permitting of six (6) over the water structures in the Palm Beach Isles community in the amount of \$292,906.

**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same from Account Numbers 305-1123-541-0-6301.

**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

**SECTION 4.** That this Resolution shall take effect upon its passage and approval by City Council.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE: 2**

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KaSHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
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: \_\_\_\_\_

April 28, 2017

Brynt Johnson, P.E.  
Public Works Director  
The City of Riviera Beach  
2391 Ave L  
Riviera Beach, Florida 33404

**Re: Proposal for Professional Consulting Services  
Neighborhood Improvements – Singer Island  
Structural designs**

Dear Mr. Johnson:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to The City of Riviera Beach (Client) in connection with the subject project.

### Understanding

Based on our understanding this revision to our current agreement for professional services associated with the Singer Island project is to design and prepare plans for six structures over the waterways in the neighborhood. The replacement structures will be short-span bridges over the existing waterways.

### Scope of Work and Deliverables

1. Geotechnical exploration

The geotechnical engineer will perform four SPT borings to a depth of 75' each. This effort includes maintenance of traffic and utility clearance. The analysis will include soil testing and corrosion analysis. The report will include their findings and recommendations regarding soil parameters. This task will be provided by our SBE sub-consultant Radise International. See their proposal attached.

2. Span design

Design the bulkheads and spans, prepare plans and details for permitting and bidding. This task will be provided by our SBE sub-consultant Alan Gerwig & Associates. See their proposal attached.

3. Maintenance of Traffic concept

Erdman Anthony will prepare general traffic control concept sketches and instructions to demonstrate constructability. Detailed maintenance of traffic plans will be the responsibility of the contractor. Securing temporary construction easements and/or permanent easements will be the responsibility of the City.

4. Utility plans

The utility plans that are being prepared by Erdman Anthony as part of our original work order will be expanded to include these six areas. Erdman Anthony will coordinate with the City and structural engineer regarding the location and detailed route of the proposed water and force mains. Erdman Anthony will coordinate with the



other known utilities in the neighborhood regarding their facilities and the need for conduits within the bridge structures.

5. Roadway approach plans

The roadway plans that are being prepared by Erdman Anthony as part of our original work order will be revised to address these six areas. Erdman Anthony will prepare a separate set of plans that details the paving, grading, drainage, and utilities for the bridge and bridge approach areas so that these bridge projects can be let for contractors to bid separately and in advance of the neighborhood infrastructure improvement project.

6. Review of Sub-consultant Submissions

Erdman Anthony will review sub-consultant submissions for completeness with respect to the scope of work and will complete a cross check to endeavor to confirm that there are no significant inconsistencies in design work completed by different consultants. Erdman Anthony will also review sub-consultant submissions for conformance with their project specific Quality Work Plan (Peer Review) and will randomly spot check Sub-consultant plans and calculations to endeavor to verify that sub-consultant's own Quality Control process is delivering an acceptable quality level.

7. Permitting

Permit applications will be prepared for the Army Corps of Engineers and the Florida Department of Environmental Protection. Erdman Anthony will coordinate and assemble the documents for submittal. The documents will be prepared by our SBE sub-consultant Alan Gerwig & Associates as described in their proposal attached with the guidance and support of the biologist as described in task 8.

8. Habitat Survey and Permit

Conduct a submerged resource survey to identify submerged resources by species, size and coverage in accordance with the NMFS Johnson's seagrass survey protocols. Prepare the permit applications including impact, minimization, field meeting with the agency, WRAP/UMAM analysis, and negotiating the credits required to offset the impacts. This task will be provided by our DBE sub-consultant Scheda Ecological. See their proposal attached.

9. Opinion of Probable Cost

Erdman Anthony's structural engineers will provide an opinion of probable cost for the City. Any opinions of cost will be based on standard engineering practice. Erdman Anthony has no control over the pricing in the marketplace and Erdman Anthony cannot guarantee that the City will obtain these costs at the time of bidding.

10. Meetings

The design team will assist the City in public meetings by providing the following: prepare presentations, attend, make presentations, assist with answering public questions, collect a list of attendees, and prepare meeting minutes. Up to two public meetings are included. A color rendering of the proposed bridge will be included as an expense should the City desire to provide that image to the public. Additionally, the design team will meet with the City to review the project, discuss design decisions, discuss City comments, etc. Up to two such progress meetings are included.

#### 11. Landscape Architecture

The services of a SBE landscape architect will be used to assist with the design of the hardscape of the bridge so that the appearance of the span mimics the existing structure, to the extent possible while still meeting current criteria. This includes replacing the existing planters, planting hedge material, and installing irrigation for the planters. This task will be provided by our SBE sub-consultant Wayne Villavaso. See their proposal attached.

#### 12. Project Management

Erdman Anthony will coordinate the design team and plans production efforts.

### Assumptions

- The survey provided by the City will be used as the basis for this design. Should additional land surveying data be needed, the City will obtain that data.
- The City will obtain any needed easements, including the easement document, sketch and legal descriptions, and coordination with the property owner. If needed, any eminent domain procedures will be provided by the City.
- Permit application fees will be paid by the City.
- Optional Environmental Services, if needed, to develop a mitigation plan to offset unavoidable impacts to seagrass resources, or draft a coral relocation plan are not included. These services may be desired by the City if the mitigation credits are deemed more costly than self-performing relocation efforts. This task will be provided by our SBE sub-consultant Sveda Ecological under a separate work authorization.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions provided by Client unless the Proposal expressly states otherwise.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.
- Governmental Review – All plans and reports prepared by Erdman Anthony under this Agreement will be in sufficient detail for review by the government agencies. However we cannot guarantee approvals or that permits will be issued.
- Opinions of Probable Cost – Erdman Anthony will provide an opinion of probable cost. Any opinions of cost will be based on standard engineering practice. Erdman Anthony has no control over the pricing in the marketplace and cannot guarantee that Client will obtain those costs at the time of bidding.

Our work product is our plans as printed, signed and sealed. Erdman Anthony agrees to release two dimensional CADD files to the Owner or other team members for their convenience and use. CADD files are not intended to replace the printed form of such documents. Erdman Anthony will be responsible for obtaining a standard release from the recipient of any CADD files. Our CADD files are working drawings and may contain information not shown on the final or permitted prints. Therefore, the recipient shall be solely responsible for comparing the CADD file with the printed documents designated by Erdman Anthony as final deliverables and determining the accuracy of such files. Should the recipient desire a "sanitized" version of the CADD file, that service can be provided to them at a nominal fee. Delivery of the electronic files is not a sale, and Erdman Anthony is not liable for any loss of profit or any consequential damages as a result of use or reuse of these files.

The Client understands that the design effort is a unique, one-of-a-kind, first time effort and not a product that has been repeatedly manufactured and refined in advance of construction and agrees that a contingency will be budgeted for changes and corrections during construction due to inconsistencies in the construction documents.

## Compensation

Erdman Anthony proposes to complete the above described scope of services as follows:

Task	Description	Fee	Billing Method
1	Geotechnical exploration	\$20,646	fixed fee
2	Bridge design	\$141,700	fixed fee
3	Maintenance of Traffic concept	\$8,300	fixed fee
4	Utility plans	\$13,920	fixed fee
5	Roadway approach plans	\$13,920	fixed fee
6	Quality assurance review	\$17,000	fixed fee
7	Permitting	\$14,800	hourly
8	Habitat survey and permitting	\$23,020	hourly
9	Cost Estimate	\$17,000	fixed fee
10a	Public meetings	\$5,200	hourly
10b	Progress meetings	\$1,800	hourly
11	Landscape Architecture	\$5,200	hourly
12	Project management	\$7,000	fixed fee
13	Expenses	<u>\$3,400</u>	actual
	TOTAL	\$292,906	

Services shall be charged by task on either an hourly rate basis in accordance with the hourly rate schedule in our contract, or for a fixed price. Hourly services may show an estimated amount; this is not a maximum fee, it is an estimate for budgeting purposes that is based on our best estimate of the effort required. Work dependent on others such as review by permit agencies, responding to their comments, reviewing construction contractor work, etc. involves a number of factors that are outside our control; therefore, these services will be billed at our hourly rates and the amounts shown are estimates only and additional charges will apply if those budgets are exceeded. We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit.

Brynt Johnson  
RE: Singer Island  
April 21, 2017  
Page 5 of 5

## Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. At that time, we will prepare a schedule and provide it to you for your review and concurrence. This proposal anticipates that all design services will be complete by December 31, 2017; should the contract services extend past that date, the lump sum amounts shown may be adjusted for an escalation in rates.

## Proposal Acceptance

This is a supplemental to our purchase order dated July 8, 2015 and subject to the conditions of our agreement dated May 6, 2015. Receipt of an original signed copy of this letter or a purchase order shall constitute Erdman Anthony's Authorization to Proceed with the work. We appreciate your time and consideration in reviewing our proposal. If you have any questions or require additional information, please contact me at 561-308-04546. We look forward to working with you and continuing our successful relationship.

Sincerely,  
ERDMAN ANTHONY



Dana I. Gillette, PE, PSM, LEED AP  
Principal Associate

Attachments: Radise proposal  
Gerwig proposal  
Scheda proposal  
Villavaso proposal

N:\60265-01-SingerIsland\Admin\Proposal\Rev 2 bridges\042117 version 4\singer island neighborhood rehab 042117.docx  
© 2017, Erdman Anthony

Accepted for Client By:

SIGNATURE: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Erdman Anthony Singer Island Neighborhood Rehab		LABOR								
		\$175	\$160	\$125	\$110					
		Number of Man-hours								
	ACTIVITY DESCRIPTION	Principal Engineer	Senior Engineer	Engineer	Senior Designer	Subconsultant Cost	Subconsultant Description	TOTAL STAFF-HOURS	COST PER TASK	Remarks
1	Geotechnical exploration	0	0	4		\$20,146	Radise	4	\$20,646	coordinate sub
2	Bridge design	0	0	20		\$139,200	Gerwig	20	\$141,700	coordinate sub
3	Maintenance of Traffic concept	4	20	0	40	\$0		64	\$8,300	prepare concept plan, notes, details
4	Utility plans	20	0	20	72	\$0		112	\$13,920	modify plan sheets, coordinate 6 utilities (water and force mains, FPL, Bell South, CATV, Gas)
5	Roadway approach plans	20	0	20	72	\$0		112	\$13,920	prepare plan set: cover, notes/legend, typical sections, key map, swppp, existing conditions, plan/profile, details, signing/markings, cross sections
6	Quality assurance review	24	80	0	0	\$0		104	\$17,000	review bridge design and plans
7	Permitting	16	0	20	0	\$9,500	Gerwig	36	\$14,800	prepare and/or assemble permit documents
8	Habitat survey and permitting	4	0	8	0	\$21,320	Scheda	12	\$23,020	coordinate sub
9	Cost Estimate	24	80	0	0	\$0		104	\$17,000	
10a	Public meetings	24	0	8	0	\$0		32	\$5,200	two meetings
10b	Progress meetings	6	0	6	0	\$0		12	\$1,800	two meetings
11	Landscape Architecture	0	0	4	0	\$4,700	Villavaso	4	\$5,200	coordinate sub
12	Project management	40	0	0	0	\$0		40	\$7,000	
13	Expenses					\$3,400		0	\$3,400	prints, mileage, rendering
	TOTAL	182	180	110	184	\$198,266		656	\$292,906	
	Percentage of Grand Total	28%	27%	17%	28%	68%		100%		
	Erdman Anthony					\$98,040		33%		
	SBE Sub Consultant					\$153,400		52%		
	DBE Sub Consultant					\$41,466		14%		

**April 27, 2017**

**Singer Island Structural Design Services  
Island Drive and Grand Bahama Lane**

***In-Kind Structure Replacement: Design replacement Structures over Intracoastal Waterway at Island Drive and Grand Bahama Lane***

Provide design services required to prepare construction documents and specifications for the replacement of the six existing structures over the Intracoastal Waterway including the portion of two existing seawalls located between the bridges on Island Drive. The attached exhibit depicts the structural components that are included in the scope of work for this project.

***Structural Aesthetics and Public Meetings***

Advise and coordinate with architect on development of the structural components to satisfy community requirements for a replacement structure that closely resembles the existing structures in scale and affect. This item includes up to 3 meetings with the design team and city staff.

Attend one public community meeting with the design team and City staff assist with presentation and answer questions from the community. Presentation graphic are not included, and are to be prepared by others. AGA will assist by providing content such as photos, descriptions, and sketches.

***Typical Section***

Develop bridge typical section based on the roadway approach typical section provided by Erdman Anthony. Bridge Typical section will be submitted for review and approval prior to commencement of design services.

AGA will provide the estimated pile bearing requirements to the geotechnical engineer for development of a foundation recommendation report that includes evaluation of 14" and 18" square prestressed concrete piles.

The replacement structures will be a single span structures consisting of a pile bent foundation supporting a prestressed deck slab superstructure conforming to the approved typical section. The bridge location and geometry will closely resemble the existing configuration in that the replacement structures will include islands created by the installation of seawalls containing earthen fill similar to the existing configuration in the center of the waterway channel. Dry conduits will be provided within the sidewalks or traffic barrier to accommodate future utilities. Support of wet utilities will be coordinated with the City's utility department.

The bridge design will be in accordance with the following current AASHTO LRFD and FDOT design specifications.

- AASHTO LRFD Bridge Design Specifications, 2014.
- FDOT Structures Design Guidelines, 2016.
- FDOT Design Standards, 2016.
- FDOT Standard Specifications for Road and Bridge Construction 2016.

The design will include the structure load rating calculations on the final design.

Traffic barrier end treatments at the four corners of the structures will connect to existing seawalls within the City's right-of-way limits. Guardrail, if required adjacent to the bridge approaches will be coordinated with the highway design. No earthwork is anticipated in the channel proper.

Replacement walls for the existing seawalls in the median on east and west edges of the channel will be designed to replace the existing walls at the Island Drive crossing.

Maintenance of traffic considerations are as follows:

Island Drive: Island Drive is a divided roadway. The existing structures will be replaced in pairs comprised of the two consecutive structures making up one lane of traffic being replaced simultaneously while traffic is utilizing the other two structures for ingress and egress to the affected community. Once the first two structures are completed traffic will be shifted from the existing structures to the newly constructed structures and the remaining two structures will be demolished and replaced. Only one lane of traffic will be open during construction which will require a temporary traffic signal to control the one lane – two way traffic.

Grand Bahama Ln.: The structures will be constructed in phases providing for partial removal of the existing structures leaving it open to one lane of traffic while the replacement structure is constructed in two phases. The first phase will include enough superstructure to accommodate one lane of traffic. When the first phase is completed traffic will be shifted to the new structure and the remaining portion of the new structure will be completed. This MOT phasing will require that traffic be reduced to one lane during construction. A temporary traffic signal will be necessary to control the one way traffic.

**Peer Review:** Peer review of the structural design will be provided by Erdman Anthony's structural design staff.

**Permitting:** *Army Corp of Engineers and Florida Department of Environmental Protection*

Permits applications and drawings of the planned improvements will be prepared for the above reference agencies and submitted for review and approval. Include data provided by environmental consultant if necessary as part of the permit package to the ACOE.

**Plan Submittals**

All plans will be prepared on 11"x17" sheets.

Plan review submittals will be made at 60%, 90% and 100%.

Quantities and cost estimates will be provided with the 90% submittal for the project.

**Project Assumptions:**

1. No existing structural components will be utilized or remain in service because of this project.
2. Geotechnical: The geotechnical investigation for this project will be provided by others. The geotechnical investigation will provide the data and recommendations required for the design of the replacement structure foundations and seawalls.
3. Land surveying services will be provided by others.
4. The size and location of the culvert in the seawall replacement option will be sized by inspection and approved by the City.
5. MOT plans and utility relocation plans will be prepared by Erdman Anthony.
6. Permit application and review fees are not included.



**Project Deliverables:**

Four copies of the phase and final drawings will be submitted for review and comment.

Following the review and approval of the 100% submittal, final plans will be submitted in hard copy and electronically in pdf format. Four hard copies of the final plans will be provided, including one set signed and sealed.

**Lump Sum Design Fees**

**In-Kind Structure Replacement Design Fees**

Island Drive Structures	<b>\$77,500</b>
Grand Bahama Lane Structures	<b>\$61,700</b>
<b>Permitting</b>	<b>\$9,500</b>

The above fees are based on both design options being contracted together.

# Structures Addressed In Design Scope

This detailed site plan for Island Drive illustrates the proposed infrastructure improvements. The plan features four bridge replacement projects, each highlighted with a red rectangular box and labeled 'Bridge Replacement' in red. These bridges are located at the intersections of Island Drive with various cross streets, including EP Bridge, 14th Street, 8th Street, and 12th Street. The bridges are shown as concrete structures over water. Additionally, four seawall replacement projects are indicated by red rectangular boxes and labeled 'Seawall Replacement' in red. These seawalls are located along the waterfront of Island Drive, adjacent to the bridges and other waterfront properties. The plan also shows existing and proposed concrete walls, asphalt roads, grass areas, and various types of vegetation, including palm trees and seagrape trees. Elevation markers and street names are clearly labeled throughout the plan.

[illegible]

## Grand Bahama



April 24, 2017

**Erdman Anthony**  
**Attn: Ms. Dana Gillette, PE**  
5405 Okeechobee Blvd., Suite 200  
West Palm Beach, Florida 33417

Phone: (561) 753-9723  
Cell: (561) 308-0546  
Email: [gilletted@erdmananthony.com](mailto:gilletted@erdmananthony.com)

*Revised Proposal for Additional Geotechnical Drilling and Laboratory Services*  
*West and East Bridges*  
**Neighborhood Improvement Project**  
**Bridge Replacement**  
**Riviera Beach, Florida**

---

Dear Ms. Gillette,

RADISE, International, LC. (RADISE) is pleased to submit this proposal to provide geotechnical services for the above referenced project. The proposal was prepared in accordance with your original March 24, 2016, request and recent discussions this morning with Alan Gerwig & Associates Inc.

## INTRODUCTION

We understand that City of Riviera Beach plans to potentially replace the existing bridges at 1): the northeast entrance of the Palm Beach Isles (i.e. four short bridge sections), Singer Island neighborhood and 2): an interior bridge (i.e. two short bridge sections) that exists within the neighborhood. It is understood the neighborhood residents want the existing bridges replaced with convention bridges supported on piling foundations. Because of the nature of the residential occupancy surrounding the bridges, both driven and augercast-in-place piling will be considered and evaluated for the bridge replacements.

Field exploration and laboratory testing services will be required to explore the subsurface conditions for the proposed bridge replacement sites.

Our geotechnical services will be performed in general accordance with the FDOT *Soils and Foundations Handbook (2014)* for roadway and bridge construction, and will include both geotechnical field services and laboratory testing programs, along with brief literature reviews

## LAB CERTIFICATIONS



**Certified**



**Approved**



**Validated**

## CTQP CERTIFIED

TEAM

*USACE Certified QA Managers*

including the *Soil Survey of Palm Beach County Area, Florida*, published by the USDA, and a review of the USGS quadrangle survey maps for the project site, to provide geotechnical recommendations for this project.

## SCOPE OF WORK

The scope of work that we propose to undertake for the project will involve the following tasks:

1. Perform underground utility clearance through Sunshine State One Call of Florida.
2. Layout of the soil boring locations in the field.
3. Mobilization of a truck-mounted drill rig and crew to the project site.
4. Set up basic maintenance of traffic (MOT) at the work areas for traffic control and safety (i.e. signs and cones).
5. Performing four (4) Standard Penetration Test (SPT) soil borings (ASTM D-1586) to depths of 60 up to 75 feet. Previous explorations in the general vicinity of the island area, have previously indicated that sound limestone bedrock may be encountered at the site which may allow borings to be shortened while still providing sufficient embedment length.
6. Visual Classification of soil samples in accordance with the Unified Soil Classification System (USCS).
7. Perform laboratory testing including visual classification in accordance with the Unified Soil Classification System (USCS) by a RADISE Geotechnical Engineer of all the soil samples recovered. In addition, grain-size analyses tests, percent passing the #200 (P200) sieve, moisture content determination, organic content and corrosion series tests will be performed on a representative number of samples to estimate the physical properties of the soil.
8. Preparation of a Geotechnical Report providing the results of the field exploration; observed site conditions; observed sub-soil conditions including groundwater, and symbols of soil materials in subsurface profile format, relevant to the project. We will provide foundation design and construction recommendation and perform foundation analyses for the proposed bridge replacement. The foundation analyses and recommendations to be provided will included an option for either traditional driven PPC piling or Augered Cast-in-Place (ACIP) piling.

## SCHEDULE AND COMPENSATION

We are available to mobilize our equipment to the site within a few weeks following your authorization to proceed, pending utility clearances and any applicable permitting. We estimate to complete the field and laboratory work within two weeks after the start of drilling, and provide the written report with our recommendations within approximately six weeks of authorization to proceed.

We have estimated the cost for performing the proposed scope of work within the indicated time frame at **\$20,916.00**, broken down as shown in the attached Fee Estimate.

RADISE appreciates the opportunity to submit this proposal, and look forward to the opportunity of working with you. If you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,

**RADISE International**

**Infrastructure Engineers • Software Developers**



**Min Sang Lee**  
Project Engineer



**Thomas F. Mullin, PE**  
V.P. Chief Engineer & Geotechnical  
Services Group Manager

Attachment: Fee Breakdown – 4-24-17

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**FEE BREAKDOWN**  
**Proposal for Geotechnical Engineering Services**  
**Neighborhood Improvement Project - Bridge Replacement**  
**Riviera Beach, Florida**  
**RADISE Project No: 150810**

24-Apr-17

			Qty	Unit Price	Unit	Total
<b>A. FIELD EXPLORATION:</b>						
		<b>FIELD MARKING AND UTILITY LOCATE/CLEARANCE COORDINATION OF BORINGS</b>				
		Staff Engineer	4	\$85.00	Hour	\$340.00
		<b>SOIL BORINGS - 4 SPT's to 75 feet</b>				
		Mobilize Equipment-Drill Rig (Truck) (<50 miles travel)	1	\$350.00	EA	\$350.00
		SPT Borings - Est. 4 to 75 feet				
		0 to 50 feet	200	\$10.00	LF	\$2,000.00
		51 to 75 feet	100	\$13.50	LF	\$1,350.00
		Casing				
		0 to 50 feet	200	\$6.50	LF	\$1,300.00
		51 to 75 feet	100	\$7.50	LF	\$750.00
		Grout Seal Boreholes				
		0 to 50 feet	200	\$4.00	LF	\$800.00
		51 to 75 feet	100	\$5.00	LF	\$500.00
		Traffic Control (Signs and Cones only) - Est. 3 days to complete	3	\$250.00	Day	\$750.00
		Soil and Water Sampling for Corrosion Series Tests	4	\$65.00	Hour	\$260.00
		<b>SUBTOTAL - FIELD EXPLORATION</b>				<b>\$8,400.00</b>
<b>B. LABORATORY SERVICES:</b>						
		Final Soil Classification/Lab Assignments (Staff Engineer)	4	\$85.00	Hour	\$340.00
		Natural Moisture Tests	8	\$12.00	Test	\$96.00
		Full Grain Size Analysis including No. 200 sieve wash	4	\$65.00	Test	\$260.00
		Percent passing No. 200 sieve test	4	\$35.00	Test	\$140.00
		Organic content test	4	\$35.00	Test	\$140.00
		Atterberg Limit test	2	\$65.00	Test	\$130.00
		Corrosion Series Tests (2 for Soil Samples, 2 for Water Samples)	4	\$210.00	EA	\$840.00
		<b>SUBTOTAL - LABORATORY SERVICES</b>				<b>\$1,946.00</b>
<b>C. PROFESSIONAL SERVICES:</b>						
		Principal Engineer (QA/QC of Reporting/Tech Consulting)	6	\$195.00	hour	\$1,170.00
		Senior Geotechnical Engineer (PM and Reporting)	16	\$155.00	Hour	\$2,480.00
		Project Engineer (Piling analysis and design - Driven and ACIP)	56	\$105.00	Hour	\$5,880.00
		Drafter/CADD Technician (location map and boring logs)	16	\$65.00	Hour	\$1,040.00
		<b>SUBTOTAL - PROFESSIONAL SERVICES</b>				<b>\$10,570.00</b>
		<b>TOTAL PROJECT GEOTECHNICAL ENGINEERING SERVICES</b>				<b>\$20,916.00</b>





B-2 (20' SPT & Auger)

B-1 East Bridge

B-2 East Bridge

Island Dr

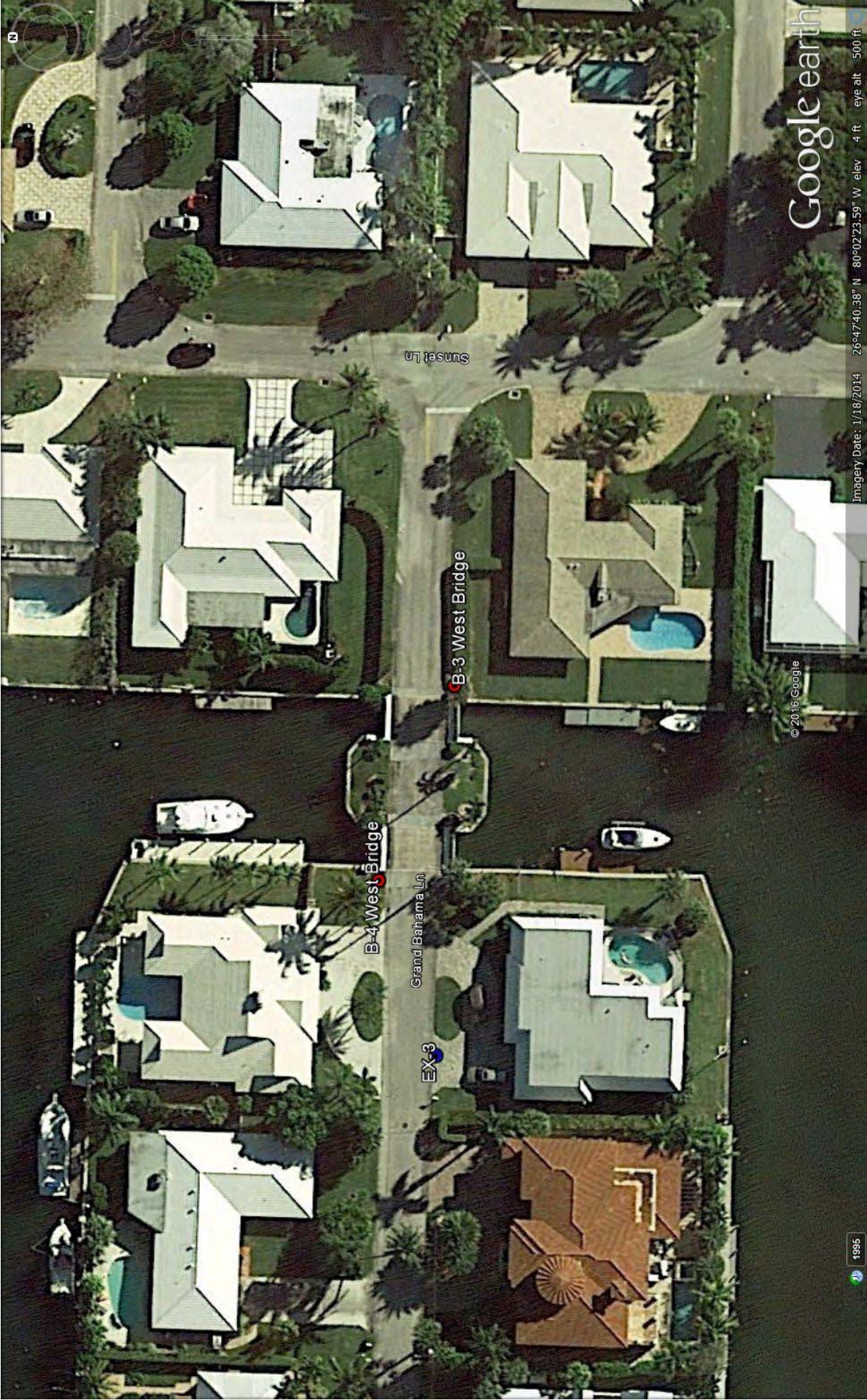
© 2016 Google

Google earth

1995

Imagery Date: 1/18/2014 26°47'39.66" N 80°02'06.39" W elev 2 ft eye alt 545 ft





Google earth

© 2016 Google

1995

Imagery Date: 1/18/2014 26°47'40.38" N 80°02'23.59" W elev 4 ft eye alt 500 ft

B-4 West Bridge

B-3 West Bridge

Grand Bahama Ln

EX-3

Sunset Ln





April 28, 2017

Dana Gillette, PE  
Erdman Anthony  
5405 Okeechobee Blvd., Suite 200  
West Palm Beach, FL 33417  
[GilletteD@erdmananthony.com](mailto:GilletteD@erdmananthony.com)

**Re: BASIC SERVICES - SCOPE OF WORK & ASSOCIATED FEE ESTIMATE**  
Island Drive & Grand Bahama Lane Bridge Replacements  
City of Riviera Beach, Palm Beach County, Florida  
*Scheda Proposal No. 003609.20.P*

Dear Ms. Gillette:

**Scheda Ecological Associates, Inc. (Scheda)** is pleased to submit this scope of services and fee estimate to assist with the environmental permitting efforts for the replacement of six (6) bridges located along Island Drive & Grand Bahama Lane Bridge within the City of Riviera Beach. We understand that the work will consist of replacing the existing bridges. Scheda's tasks will include delineating all benthic resource areas (corals, seagrass, oyster reefs) within and adjacent to the project area, assistance with environmental permitting through Federal, state, and local regulatory agencies, and coordination with the regulatory agencies.

### **SCOPE OF SERVICES**

#### **Task Description**

##### **1. BENTHIC HABITAT SURVEY**

Prior to conducting a site reconnaissance, all readily available existing permit, protected species, benthic resource data available for the project vicinity will be collected and reviewed. This data will be used to draft the environmental support document to be included in the environmental permit application packages and consist of the following:

- a. USGS 7.5-minute quadrangle mapping;
- b. South Florida Water Management District's Florida Land Use Cover and Forms, Classification Systems (FLUCFCS);
- c. Current aerial photography;
- d. Florida Master Site File review for known historic and archaeological sites;
- e. Protected Species data: Florida Native Areas Inventory (FNAI) via letter request, United States Fish and Wildlife Service, (USFWS), and Florida Fish and Wildlife Commission (FWC);
- f. National Wetland Inventory mapping (NWI).

Scheda will conduct a submerged resources survey over a one (1) day period by providing two (2) scientists that are each certified SCUBA divers. Scheda scientists will identify areas of submerged resources, by species type, size, and coverage, within the project area. The survey will be conducted in accordance with NMFS Johnson's seagrass survey protocols. Scheda will provide field equipment such as SCUBA gear, an underwater camera, and Trimble GPS unit. Upon

completion of the field survey, Scheda will provide a map depicting the boundaries of any identified protected submerged resource areas (i.e. seagrass beds, hard corals and octocorals, oyster reefs), the locations of any identified hardbottom areas, and photographs depicting the typical conditions of each identified resource area. A summary document detailing the results of the field effort will be included in the Environmental Support Document listed in Task 2 below. All shapefiles depicting the locations/boundaries of identified natural resource areas will be provided to the client.

## **2. ENVIRONMENTAL PERMIT APPLICATION SUPPORT**

Scheda will support Erdman Anthony during the environmental permitting through the following efforts:

- a. Compiling the Purpose and Need statement in sufficient detail to support the permit application. This documentation will include the development of tables and or graphics sufficient to explain the City's position that bridge replacement is needed;
- b. Compiling the Impact Minimization text in sufficient detail to support the permit application;
- c. Drafting an Environmental Support Document, to be included in the permit application packages, that summarizes the environmental conditions on-site, impact avoidance/minimization efforts considered, and all associated figures (maps for land use, benthic resources, etc.);
- d. Lead one (1) on-site field review with the regulatory agencies;
- e. Complete a WRAP/UMAM analysis to determine the amount of functional loss for any impacts to seagrass resources and the amount of mitigation needed;
- f. Coordinate with regulatory agencies to determine the amount of credits needed to sufficiently offset project impacts; and
- g. Assist in the preparation of any environmental related RAI items that may be issued.

## **3. MEETING ATTENDANCE**

Scheda will attend the following environmental permitting related meetings:

- One (1) pre-application meeting with FDEP;
- One (1) pre-application meeting with USACE and NMFS;
- Two (2) request for additional information (RAI) clarification meeting with either of these regulatory agencies.

## **FEE ESTIMATE**

The fee estimate totals **\$21,320.00** and will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the client. The project will be billed monthly based upon the percentage completion of the fee.

Please note that the following assumptions were used in developing this lump sum fee estimate. If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, the client will be notified prior to the work being performed. Written authorization will be obtained from the client prior to performing the work.


1. Survey, engineering, and geotechnical services are to be provided by others.
2. The survey areas will be limited to a 50-ft swath surrounding the six (6) bridge sites.
3. All permit fees will be provided by others.
4. This scope does not include compensatory mitigation or relocation of benthic resources

(corals, seagrass, oyster reefs). These tasks shall be covered under Optional Services.

If these terms and conditions are satisfactory, please authorize the work by signing below and returning one copy to our office within 30 days of the date first written above. Upon receipt of such signature, this document shall constitute a binding Agreement.

Thank you for the opportunity to provide this scope and fee. Please contact me at (561) 865-7749 if you have any questions or require additional information.

Sincerely,  
**Scheda Ecological Associates, Inc.**



Claus Hansen, MS  
Interim Southeast Florida Regional Manager

The above terms are accepted as stated on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed \_\_\_\_\_

Witness \_\_\_\_\_

## Exhibit B

Consultant's Hourly Rate Schedule - Wayne Villavaso Landscape Architecture, Inc. (WVLA)										
Project: Palm Beach Isles - Bridges (4 - 1 lane & 2 - 2 Lane Bridges										
Client : Erdman Anthony			WA # / Proj. No. WVLA Proj. No. 21724							
EA Engineering Contract			Date: ---							
FIRM	Hrly. Rate	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Total Hrs.	Total Cost
WVLA										
Sr. Landscape Arch. (Lic.)	\$ 160.00	11							11	\$ 1,760.00
Landscape Arch. (Lic.)	\$ 130.00	10							10	\$ 1,300.00
Sr. Cadd Technician	\$ 85.00	14							14	\$ 1,190.00
Administrative Assist.	\$ 55.00	7							7	\$ 385.00
Est. Reimbursables										\$ 65.00
Sub-total		\$ 4,635.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,635.00
TOTAL		\$ 4,635.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,700.00

**Phase 1 - CD's - Landscape & Irrigation Plans, 5 Hrs. Max. Hardscape Assistance (Includes 1 Mtg w/ HOA, & 3 Hrs. Prof. Coord./Telecoms)**

**Two (2) 18x24 Color Perspective Renderings -- \$1,900 (Addition to above Fees)**

**Contract Time for Completion:** \_\_\_\_ days from Notice to Proceed

**Payment Schedule:** Project will be billed per Phases above w/ Reimbursable expenses to date and paid within 30 Days

**Wayne Villavaso**

**Landscape Architecture, Inc.**

268 Flamingo Drive

West Palm Beach, FL 33401

E-mail: Wayne@WVLAinc.com

Ph. (561) 820-1566 Fax (561) 833-6707



Palm Beach Isles, Singer Island  
Canal Crossing Structures Condition Report  
2nd Draft Report: November 25, 2015



**Palm Beach Isles, Singer Island Canal Crossing Structures Condition Report  
(2<sup>nd</sup> Draft)**

<b>Contents</b>	<b>Page No.</b>
<b>1. Introduction &amp; Background</b>	<b>2</b>
<b>2. Existing Structures</b>	<b>3</b>
<b>3. Assessment of Existing Structure Conditions</b>	<b>5</b>
<b>4. Recommendations</b>	<b>7</b>
<b>Figures 1 to 42</b>	

Simon A. Coleman, Ph.D., P.E.  
FL License No. 68929  
Alan Gerwig & Associates, Inc.  
12798, W Forest Hill Boulevard, Suite 201  
Wellington, FL 33414  
CA # 7969

## **1. Introduction & Background**

The City of Riviera Beach is proposing to carry out a series of street improvements in the Palm Beach Isles neighborhoods on Singer Island. Palm Beach Isles includes a series of structures over canals that provide boat access to the Intracoastal Waterway from the various residences.

There are a total of six structures. Four of the structures are on Island Drive that crosses the main canal around Palm Beach Isles. These structures connect the neighborhood to North Ocean Drive (A1A). The other two structures on Grand Bahama Lane cross an interior canal within Palm Beach Isles. The layout of the Palm Beach Isles neighborhood and canals and the location of the structures is shown in Figure 1.

It is not known when the structures were constructed because no original design drawings are available for the structures. The structures are showing signs of deterioration with areas of cracking and spalled concrete clearly visible from the bulkhead walls surrounding the structures. For this reason the City of Riviera Beach has requested that the scope of the neighborhood improvements include the preparation of a condition report of the structures based on detailed inspections under the structures and from the surface.

This report details the findings of inspections performed by Alan Gerwig & Associates, Inc. (AGA) and also provides a series of recommendations resulting from the inspections. This work has been performed under a sub-contract to Erdman Anthony who are the engineering consultant for the City of Riviera Beach for the neighborhood improvements.

## **2. Existing Structures**

The existing Structures consist of a superstructure with reinforced concrete deck units supported by reinforced concrete beams. The superstructure is supported by a substructure consisting of a concrete cap with concrete pile foundations. In each case the substructure continues as a concrete bulkhead wall consisting of a concrete cap and concrete piles with tie-back anchors.

Each of the canal crossings consists of two separate structures with a landscaped island in the middle of the canal. The landscaped islands are surrounded by bulkhead walls.

### ***Island Drive Structures***

Island Drive connects the neighborhood to North Ocean Drive (A1A) and consists of two separate crossings of the canal – one for eastbound traffic and the other for westbound traffic (see the location plan in Figure 2). Each crossing consists of a structure on either side of the canal separated by a landscape island surrounded by bulkhead walls.

All four structures have a span of approximately 17' and a width between curbs of approximately 12'. The superstructure consists of three rectangular reinforced concrete beams with reinforced concrete deck slabs spanning between the beams to form the deck (riding surface) of the structure. The beams are approximately 1' 4" wide; the depth of the beams to the underside of the deck slab units is approximately 1' 8" at mid span 2' at the supports. The beams are at a spacing of 5' 8" on centers. The outer sections of deck, which contain planters and are raised from the riding surface to form a curb, are approximately 3' 8" from the outside face of the edge beams. These outer sections of the deck appear to span the length of the deck independent of the beams and do not appear to connect to the beams. A schematic of the Island Drive deck section is shown in Figure 3. A view of the upper and side of a typical structure is shown in Figures 4 and 5.

The beams are supported by reinforced concrete caps on concrete piles at each end. Concrete sheet panels span between the piles to form an abutment at the ends of the structure and to act as retaining walls. The concrete caps are approximately 3' 10" deep and 2' wide. The piles are 1' 6" wide and are at 6' 8" on centers.

The four structures at Island Drive underwent repairs in the late 1990s. The plans for the repairs are dated August 1998 and include replacing the deck slabs of the structures and making repairs to the underside of the beams due to deterioration resulting from corrosion of the reinforcing steel. The bulkhead walls around the islands between the structures were also repaired by adding additional batter piles connected to a new concrete cap, which in turn was connected to the existing cap.



### ***Grand Bahama Lane Structures***

Grand Bahama Lane crosses the interior canal within Palm Beach Isles. The crossing consists of two structures – one at either side of the canal, separated by an island (see Figure 6). The structures on Grand Bahama Lane each consist of two lanes – one in each direction for two-way traffic.

The span of the structures is the same as those on Island Drive. The width between curbs is approximately 23' 6". The form of the structures is very similar to those on Island Drive. The main differences are that the superstructure consists of five beams due to the extra deck width and spacing between piles is 7' 6". A view of the upper surface of a typical structure is shown in Figures 7.

The two structure on Grand Bahama Lane do not appear to have been repaired at the same time that those on Island Drive were repaired in the late 1990s.

### **3. Assessment of Existing Structure Conditions**

An assessment of the condition of the existing structures was conducted by AGA Engineers on August 26 and included detailed inspections of the structures from a boat in the canals and from the surface. Details of the inspections are provided below.

#### ***Island Drive Structures***

Figures 8 to 15 show representative photographs of the substructure and foundations of the structures at Island Drive. Generally, the piles, sheet panels and cap are in fairly reasonable condition given the age of the structures and the corrosive salt water environment that they are located in.

The piles supporting the structures contain some cracking as shown in Figure 12 and some general deterioration as shown in Figure 9, but no signs of major concrete spalls due to corrosion of the reinforcing steel. The cracks in the piles show signs of previous repairs – see Figures 10 and 12, where cracks have been sealed.

The sheet panels spanning between the piles show some horizontal cracks – see Figure 8, 9, 12 and 13. Some of the cracks have been filled at the time of previous repairs. Although the sheet panels are cracked, they are not showing signs of significant deterioration. The sheet panels are not part of the main support structure for the canal crossings as their role is primarily to retain the material under the roadway off the structures.

The concrete caps supporting the decks of the structures are in reasonable condition. Figure 14 shows a minor concrete spall exposing reinforcing steel. The reinforcing is corroded. However, it is possible that the concrete spall is due to an impact rather than a result of the steel corroding. Figure 15 shows some cracks that have been repaired on one of the caps. However, these cracks are not showing any signs of significant deterioration or likely concrete spalling.

The underside of the deck slabs of the four structures are in good condition as these elements were replaced in the late 1990s. Other than some surface defects at what appears to be a previous repair of the slab under one of the planters as shown in Figure 16, the deck slabs are in good condition. Representative photographs of the underside of the slabs are shown in Figures 17 and 18, which show the surface of the concrete in good condition with no signs of deterioration.

The condition of the beams of the decks is shown in Figures 19 to 31. Figures 19 to 26 show a range of cracks on the underside and lower sides of a selection of the beams. Some of the cracks appear to be at the site of previous repairs. Most of the cracks are fairly wide and it appears that it is only a matter of time before the concrete starts to spall, exposing the reinforcing steel.

A case where a significant concrete spall has taken place is for one of the beams on the southwest structure shown in Figures 27 to 30. Figure 27 shows a large concrete spall and an exposed corroded reinforcing bar towards one end of the beam with a large crack continuing to the other end of the beam. Figure 28 and 29 show close-up views of the spall and Figure 30 shows the continuation of the cracking to the other side of the beam. It appears from the surface that the exposed reinforcing bar has already undergone significant corrosion and some loss of section. It is only a matter of time before more of the concrete spalls off, resulting in further corrosion of the underlying steel.

Figure 31 shows a beam that has been repaired. Even though the newer concrete is not showing signs of cracking, in many of these cases impact tests with a hammer indicate that the newer concrete is delaminated and not properly bonded to the original concrete.

A number of the piles for the structures have a light colored sand at the bottom of the pile that is a different color to the material at the bed of the channel. This is a sign that some of the joints in the sheet panels behind the piles are leaking material from behind the panels. This shown in Figure 32, where a light tan color ring of sand can be seen around the bottom of the pile.

On each side of the canal the bulkhead walls between the structures have deflected significantly in the middle. This is shown in Figure 33. This deflection, which could be due to a tie-back failure or a lack of horizontal restraint, has resulted in significant cracking in the cap and the adjacent sheet panels. These cracks can be seen in Figure 34 to 36.

### ***Grand Bahama Lane Structures***

Figure 37 shows the substructure and beams of one of the two structures on Grand Bahama Lane. The substructure is in reasonable condition for the age of the structures. In addition, the beams are in reasonable condition.

Figures 38 to 40 show the underside of the deck slab and show significant deterioration with multiple exposed reinforcing bars resulting from significant concrete spalls. The reinforcing bars are showing significant corrosion.

Figure 41 shows the water main suspended from the bottom of the deck of the structures. From Figure 41 it can be seen that the pipe support has corroded and is no longer supporting the pipe.

Figure 42 shows the corner of the east structure on Grand Bahama Lane. The asphalt cracking is a sign of settlement due to loss of subgrade materials through the joints between the sheet panels under the deck. In addition, the asphalt at this location appeared to be very thick indicating that additional asphalt had been placed on numerous occasions due to the loss of material.

#### **4. Recommendations**

It is recommended that all the existing structures be replaced due to the level of deterioration that has taken place. Repairing the existing structures is not a cost-effective option due to the level of work involved and the relatively short extension of the effective life of the structures. For this reason, repairing the existing structures is not recommended.

##### ***Island Drive***

It is recommended that the four structures and the bulkhead walls between the structures be replaced due to the significant deterioration detailed in this report. This represents the best value based on the life of the replacement structures.

##### ***Grand Bahama Lane***

It is recommended that the two structures be replaced due to the significant deterioration detailed in this report. This represents the best value based on the life of the replacement structures.

##### ***Preliminary Estimate of Replacement Cost***

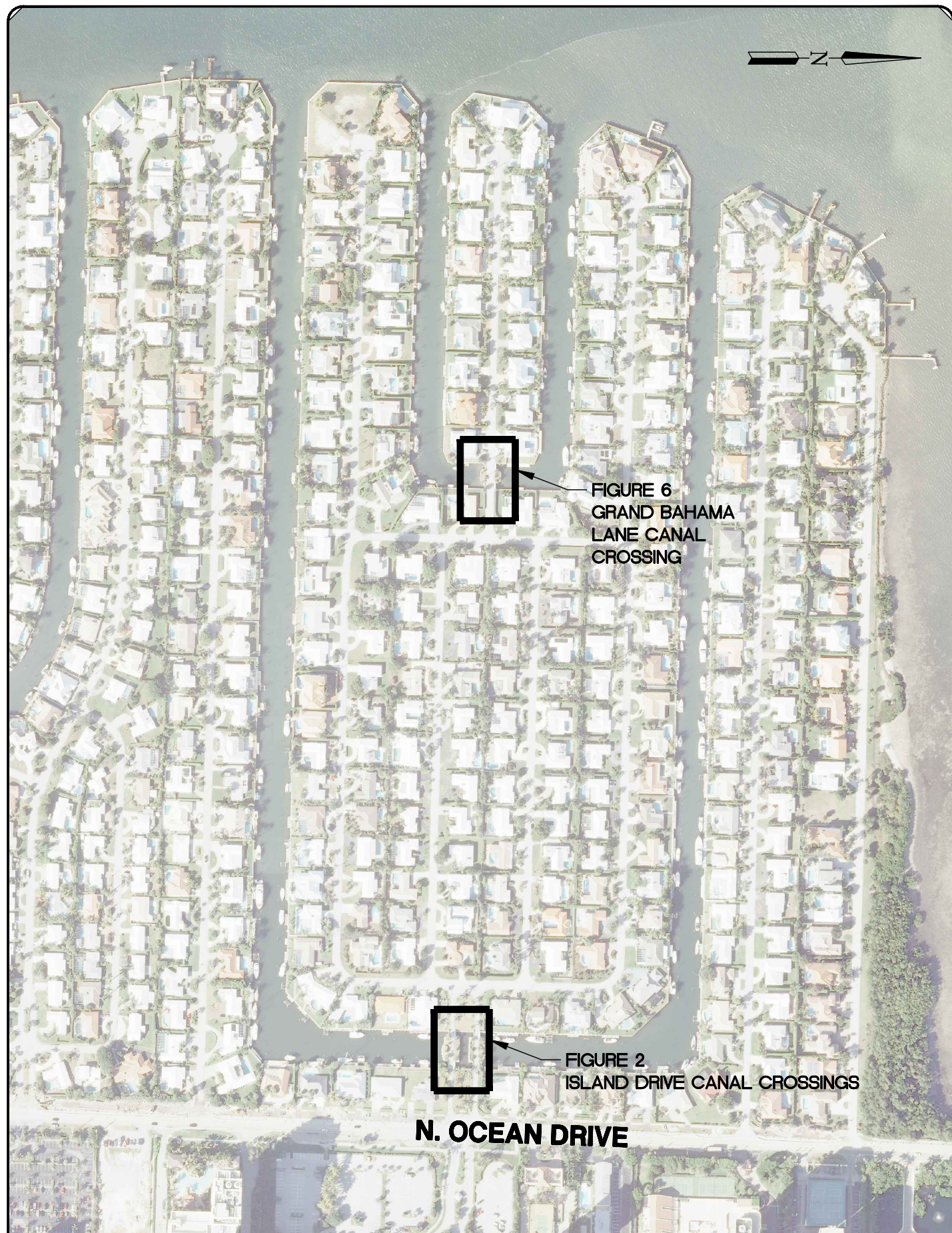
An initial estimate of the cost of replacing the structures is \$350/SF. This gives \$120,000 per structure on Island Drive (based on a 17' x 20' deck) and \$190,000 per structure on Grand Bahama Lane (based on a 17' x 32' deck). An initial estimate for the bulkhead walls on Island Drive is \$1,500/LF. This gives a total of \$150,000 for the bulkhead walls (based on 100 LF of wall). The total preliminary budget estimate for all six structures is \$1,010,000. This estimate does not include engineering, permit fees or any other incidental construction.

##### ***Alternative Replacement Option***

An alternative to replacing the existing structures like-for-like, is to construct two bulkhead walls across the canals at Island Drive and Grand Bahama Lane. The section of canal between the bulkhead walls would be filled for the required roadways and would provide areas for landscaping. It is recommended that a large diameter pipe run between the two bulkhead walls to maintain the tidal flow at these locations and prevent dead ends in the canals.

Initial cost estimates for this alternative option are \$400,000 for Island Drive and \$300,000 for Grand Bahama Lane for a total of \$700,000. This estimate does not include landscaping, engineering, permit fees or any other incidental construction.





Alan Gerwig & Associates, Inc.

12708 W. Forest Hill Blvd., Suite 204  
Wellington, FL 33414  
CA #7969

Civil and Structural Engineers

AGA Project No. 15-033

## RIVIERA BEACH CANAL CROSSING STRUCTURES INSPECTIONS

- PALM BEACH COUNTY -

KEY PLAN

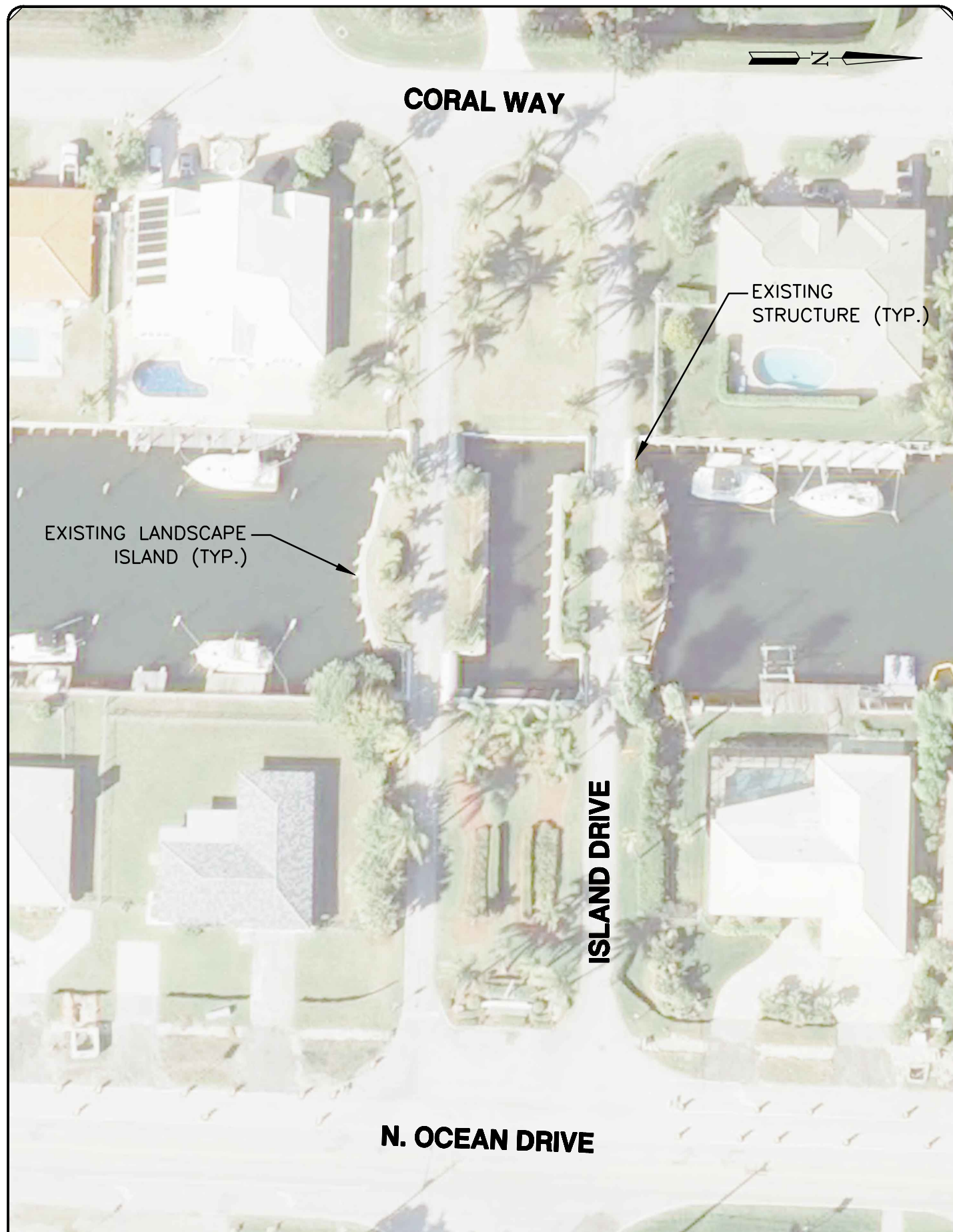
Drawn By: M.R.G.

Date: 09-17-15

Drawing No.

FIG. 1





**CORAL WAY**

EXISTING  
STRUCTURE (TYP.)

EXISTING LANDSCAPE  
ISLAND (TYP.)

**ISLAND DRIVE**

**N. OCEAN DRIVE**

Alan Gerwig & Associates, Inc.

12706 W. Forest Hill Blvd., Suite 204  
Wellington, FL 33414  
CA #7969  
Civil and Structural Engineers  
AGA Project No. 15-033



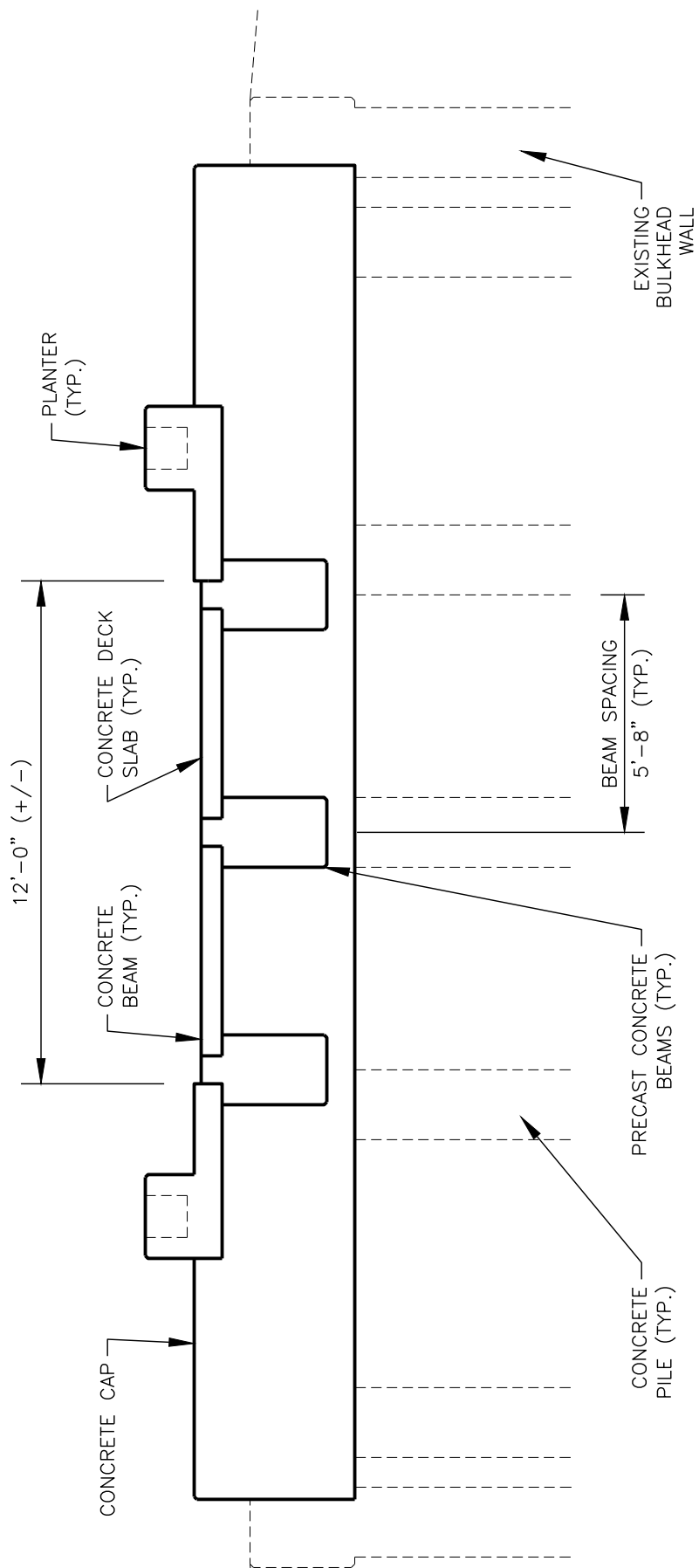
**RIVIERA BEACH CANAL CROSSING STRUCTURES INSPECTIONS**

**- PALM BEACH COUNTY -  
ISLAND DRIVE BRIDGES**

Drawn By: M.R.G.

Date: 09-17-15

Drawing No.  
**FIG. 2**



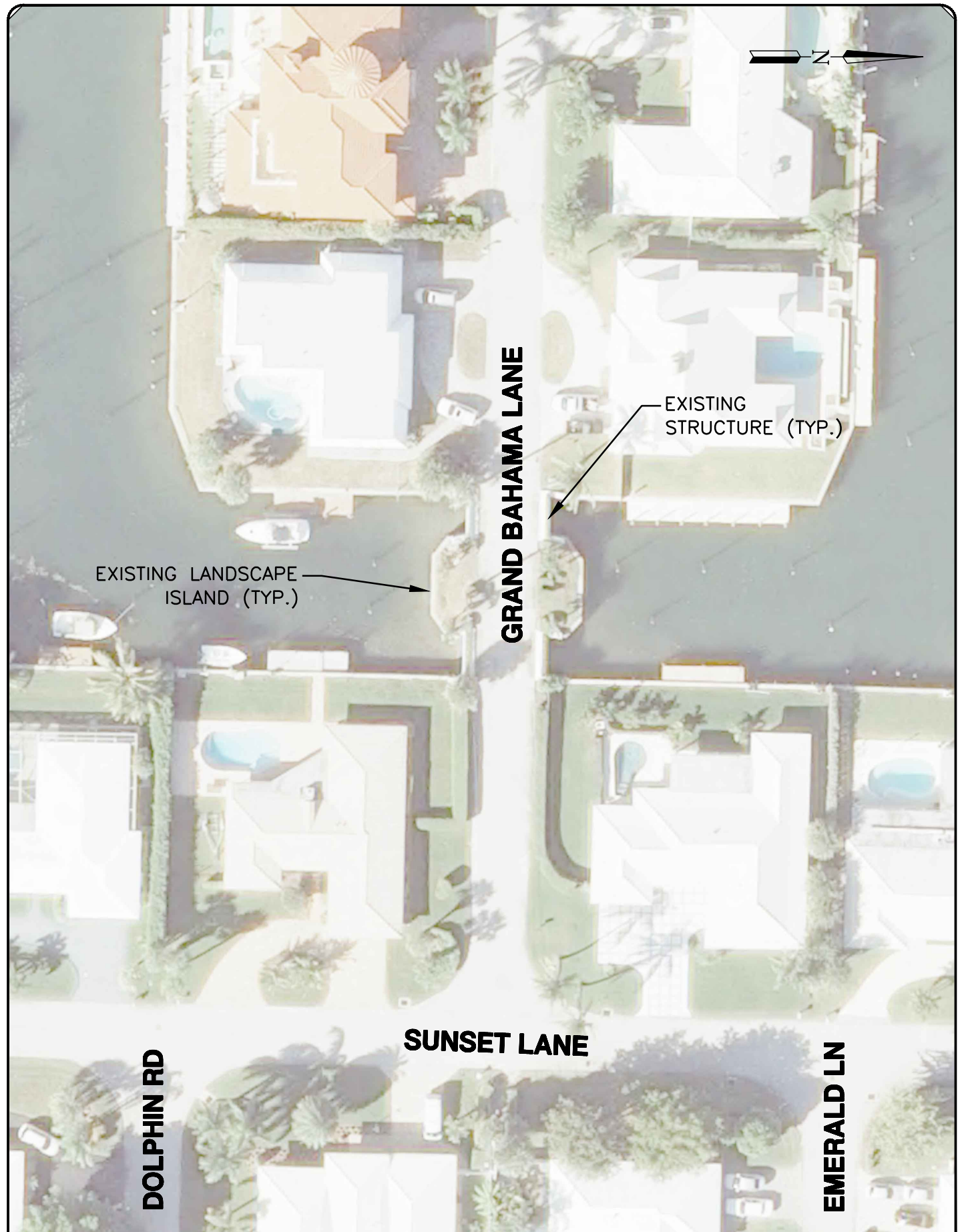


**Figure 4: Structure at Island Drive**



**Figure 5: Structure at Island Drive**





Alan Gerwig & Associates, Inc.

12706 W. Forest Hill Blvd., Suite 204  
Wellington, FL 33414  
CA #7069

Civil and Structural Engineers

AGA Project No. 15-033

## RIVIERA BEACH CANAL CROSSING STRUCTURES INSPECTIONS

- PALM BEACH COUNTY -  
GRAND BAHAMA LANE BRIDGES

Drawn By: M.R.G.

Date: 09-17-15

Drawing No.

FIG. 6



**Figure 7: Structure at Grand Bahama Lane**



**Figure 8: Substructure Island Drive**



**Figure 9: Substructure Island Drive**





**Figure 10: Substructure Island Drive**



**Figure 11: Substructure Island Drive**



**Figure 12: Pile Cracking Island Drive Structure**



**Figure 13: Sheet Panel Cracking Island Drive Structure**





**Figure 14: Cap Spall Island Drive Structure**



**Figure 15: Cap Cracks Island Drive Structure**



**Figure 16: Slab Under Planter Island Drive Structure**



**Figure 17: Deck Slab & Beam Island Drive Structure**



**Figure 18: Deck Slab & Beam Island Drive Structure**



**Figure 19: Beam Cracking Island Drive Structure**





**Figure 20: Beam Cracking Island Drive Structure**



**Figure 21: Beam Cracking Island Drive Structure**



**Figure 22: Beam Cracking Island Drive Structure**



**Figure 23: Beam Cracking Island Drive Structure**



**Figure 24: Beam Cracking Island Drive Structure**



**Figure 25: Beam Cracking Island Drive Structure**





**Figure 26: Beam Cracking Island Drive Structure**



**Figure 27: Concrete Spall & Beam Cracking Island Drive Structure**



**Figure 28: Concrete Spall & Reinforcing Corrosion Island Drive Structure**



**Figure 29: Reinforcing Corrosion Island Drive Structure**



**Figure 30: Beam Cracking Island Drive Structure**



**Figure 31: Beam Repair Island Drive Structure**





**Figure 32: Retained Material Leak Island Drive Structure**



**Figure 33: Bulkhead Wall Deflection Island Drive Structures**



**Figure 34: Bulkhead Cap & Sheet Panel Cracking Island Drive Structures**



**Figure 35: Bulkhead Cap Cracking Island Drive Structures**





**Figure 36: Sheet Panel Cracking Island Drive Structures**



**Figure 37: Substructure & Deck Beams Grand Bahama Lane Structure**



**Figure 38: Deck Spalling & Reinforcing Corrosion Grand Bahama Lane Structure**



**Figure 39: Deck Spalling & Reinforcing Corrosion Grand Bahama Lane Structure**





**Figure 40: Deck Spalling & Reinforcing Corrosion Grand Bahama Lane Structure**



**Figure 41: Pipe & Pipe Support Corrosion Grand Bahama Lane Structure**



**Figure 42: Asphalt Settlement Grand Bahama Lane Structure**

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** Request the City Council authorize a change order in the amount of \$35,718.23 for additional software modules for the SunGard Software License and Services Agreement executed on September 21, 2016, and authorization for the City Manager to approve future change orders up to 5% of the total project amount.

---

**Recommendation/Motion:** Staff recommends that the City Council authorize a change order in the amount of \$35,718.23 for additional software modules for the SunGard Software License and Services Agreement executed on September 21, 2016, and authorization for the City Manager to approve future change orders up to 5% of the total project amount.

---

<b>Originating Dept</b>	Police	<b>Costs</b>	\$35,718.23
<b>User Dept.</b>	Police	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	312-0243-516-0-6351
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

As part of the City's IT Master Plan implementation, the Police Department, working with IT and Purchasing, prepared an item that was brought before the City Council on September 8, 2016, (Resolution# 122-16). The City Council approved a contract between the City and SunGard in the amount of \$1,148,510.84 to implement a new Computer Aided Dispatch (CAD)/Records Management System (RMS). The CAD/RMS is the Police Department's core business software and encompasses a majority of our business processes.

The Kick-off Meeting for this project occurred on December 6, 2016, which triggered a series of discovery sessions and a gap analysis. It is typical for projects of this magnitude for there to be opportunities for increased efficiencies and a greater return on investment.

During our discovery sessions, it has been determined that the current Automatic Vehicle Location (AVL) System, provided by ATT Fleet Complete, will not integrate with SunGard, therefore, we are seeking to migrate to SunGard's AVL product. This migration will not only allow for the full utilization of GEO location features as it relates to the officer's location, it also provides a savings to the City. The current solution costs \$25 per month per vehicle, where the SunGard solution costs \$15 per month per vehicle, which is an annual savings of \$12,000 per year moving forward.

During the sales and negotiation process, the Department reviewed a list that we assumed was a complete list of module offerings from SunGard. After going through the discovery process, it was discovered that a critical module was not contained within the sales material, but is critical to the success of our implementation. This product is titled the ASAP Alarm Interface and it automates the delivery of the residential and business burglar alarms and delivers the information from the alarm companies into the CAD system, without an actual phone call. This will reduce the number of calls to the Communications Center by hundreds each year and ensure data accuracy. It also eliminates the need to call the alarm companies back because the interface provides for a two-way transfer of data. The Department was well aware of this module prior to the sales process and it was simply an oversight because the module was not listed in the vendor's product literature.

The Calls for Service Module will also be added with this Change Order, but has been discounted 100%; therefore, it will not impact the contract amount.

The cost of the Alarm Interface is \$22,260 and the cost of the AVL product is \$23,000. After a credit of \$9,541.77 for another module that is no longer needed, the difference from the original contract is \$35,718.23. Upon implementation of the new AVL System, the City will begin to save \$1,000.00 per month (\$12,000.00 annually).

The Police Department is seeking the necessary approvals in order to move forward with the change orders and to continue to keep the project on track. We are scheduled for a "go live" date in September and the requested changes must occur in a timely fashion in order to maintain our project schedule.

This item also seeks to give the City Manager future change order authority up to 5% of the project, which is customary on projects of this size and complexity.

<b>Fiscal Years</b>	2017	2018	2019
		\$12 000	\$12 000

**Capital Expenditures**                      \$35,718.23      \$12,000.      \$12,000.  
    savings                      savings  
**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                      September 21, 2016

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Resolution_SunGard_Change_Order_for_\$35_718.23_and_Authorize_City_Mgr_5%_Change_Future_Orders_4-28-17.doc	RESOLUTION: SunGard Change Order and 5% Approval for City Manager	5/5/2017	Resolution
SunGard_Resolution_122-16_Software_License_and_Services_Agreement.pdf	Resolution No. 122-16	4/19/2017	Backup Material
SunGard_Software_License_and_Services_Agreement_-_Executed.pdf	SunGard Software License and Services Agreement	4/19/2017	Agreement
SunGard_Executed_Software_License_and_Services_Agreement.pdf	Executed Software License and Services Agreement	5/5/2017	Backup Material
SunGard_Amendment_1_to_the_Software_License_and_Services_Agreement.pdf	Amendment #1 to the Software License and Services Agreement	5/5/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Police	Madden, Michael	Approved	5/5/2017 - 2:02 PM

Purchasing	Mealy, Dean	Approved	5/8/2017 - 5:02 PM
Finance	sherman, randy	Approved	5/9/2017 - 7:24 AM
Attorney	Degraffenreidt, Andrew	Approved	5/9/2017 - 12:39 PM
City Clerk	Burgess, Jackie	Approved	5/9/2017 - 2:34 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 1:06 PM

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$35,718.23 FOR ADDITIONAL SOFTWARE MODULES FOR THE SUNGARD SOFTWARE LICENSE AND SERVICES AGREEMENT; AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS UP TO 5% OF THE TOTAL PROJECT AMOUNT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The SunGard Software License and Service Agreement was approved on September 8, 2016, by the City Council pursuant to City of Riviera Beach Resolution No. 122-16, and fully executed on September 21, 2016; and

**WHEREAS**, The Police Department requires a Change Order for an Alarm Interface Module, Automatic Vehicle Location System, and Calls for Service Module; and

**WHEREAS**, This Change Order will save the City \$1,000.00 per month (\$12,000.00 annually) for Automatic Vehicle Locations Services upon implementation.

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

**SECTION 1:** The City Council hereby approves the Change Order in the amount of \$35,718.23.

**SECTION 2:** The City Council authorizes the City Manager to approve future Change Orders up to 5% of the total project amount.



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

PAGE   2  

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK**

RESOLUTION NO. \_\_

PAGE 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

DATE: \_\_\_\_\_

**RESOLUTION NO. 122-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT TO PROCURE THE SUNGARD PUBLIC SAFETY SOLUTION OSSI SOFTWARE FOR THE RIVIERA BEACH POLICE DEPARTMENT IN THE AMOUNT OF \$1,148,510.84 FROM IT MASTER PLAN ACCOUNT #312-0243-516-0-6351; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Riviera Beach Police Department is in need of a public safety and justice system that delivers information to the point of need, leverage existing data, strategize on crime patterns and promotes streamlined communication between multiple Police agencies which increases collaboration and reduces operational costs, and

**WHEREAS**, the Riviera Beach Police Department requested a replacement of the current public safety solution, and

**WHEREAS**, The City of Riviera Beach Information Technology Division in association with ClientFirst Consulting reviewed the Riviera Beach Police Departments' applications and recommended a replacement of the current public safety solution during the 2015 IT Strategic Master Plan; and

**WHEREAS**, ClientFirst is a Technology Consulting firm with 10+ years' experience, over 1,000 projects with over 250 public agencies focusing on government agencies, processes, protocols that ensure an efficient and practical strategic master plan, and

**WHEREAS**, ClientFirst and the City of Riviera Beach Information Technology Division discovered the need to consolidate applications and research and introduce a system that leverages all their current technology and improves their processes; and

**WHEREAS**, the procurement of this public safety solution includes an extended business analysis that reviews all current workflow processes to ensure best practice is being used and productivity is increased; and

**WHEREAS**, the Police Department currently utilizes 98 applications to do their job functions without integration associated between them causing the Police Department to duplicate their work in multiple areas which lowers the quality of their productivity, and

**WHEREAS**, one of those 98 applications is a Public Safety Solution that does not provide the Department with adequate business process and workflow which has made the Police Department search for alternate applications to do their functions; and

**RESOLUTION NO.** 122-16

**PAGE 2**

**WHEREAS**, the City's IT Department reviewed ClientFirst recommended 3 vendors and introduced the top 2 vendors to the IT Steering Committee which comprises of various top-level City Directors and Managers.

**WHEREAS**, the IT Steering Committee and the Police Department reviewed in-depth demonstrations and voted to select a Public Safety Solution with the equal vote from the Police Department.

**WHEREAS**, the Purchasing Division went through the process of benchmarking the pricing for a Public Safety Solution providing proper comparison to the market so the City is assured the best pricing.

**WHEREAS**, the City Attorney, Finance Director, Purchasing Manager, IT Manager and Assistant Chief negotiated and redlined the Contract with Sungard Public Sector to secure an Enterprise Site License at the cost of a multi user, non-enterprise site license saving the City thousands of dollars in licensing fees; and

**WHEREAS**, the City Attorney, Finance Director, Purchasing Manager, IT Manager and Assistant Chief were able to secure a \$75,000 reduction in cost and a Contract based on Timeline Project baselines where portions are paid based on status of projects.

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


**SECTION 1.** The City Council waives the Procurement Code, per Section 16.5.63(d), due to the best interest of the City.


**SECTION 2.** The City Council authorizes the Mayor to execute the contract to procure Sungard Public Safety OSSI Solution.

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

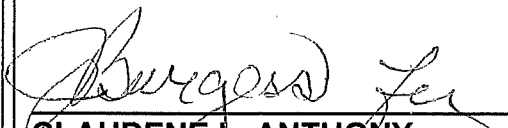
**PASSED AND APPROVED THIS** 8th **DAY OF** September, **2016.**

APPROVED:


  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

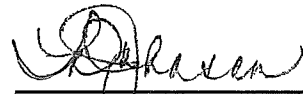
  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON


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: D. PARDO

SECONDED BY: K. MILLER-ANDERSON

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

DATE: 9/16/16

CUSTOMER NO. \_\_\_\_\_; CONTRACT NO. \_\_\_\_\_

## SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector LLC**  
a Florida Limited Liability Company  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

("SunGard Public Sector" or "SunGard")

AND

**Riviera Beach**  
with its principal place of business at

600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

(for purposes of this Agreement, "Customer" or "City")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by September 30, 2016.

Riviera Beach, FL

BY: \_\_\_\_\_

PRINT NAME: **Thomas A. Masters**

PRINT TITLE: **Mayor**

DATE SIGNED: **September 21, 2016**

SunGard Public Sector LLC

DocuSigned by:

BY: \_\_\_\_\_

PRINT NAME

AND TITLE: **CFO, SunGard Public Sector LLC**

DATE SIGNED: **8/23/2016**

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: **9/12/2016**

**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. **Definitions.**

**"Acceptance of Services"**. Customer will notify SunGard Public Sector in writing of its acceptance or non-acceptance of the applicable Service identified in the Services schedule in Exhibit 1 within twenty (20) days after receipt of invoice. If Customer fails to give written notice within the specified timeframe, the services will be deemed accepted. Any notice of non-acceptance must be based solely upon non-performance in accordance with the provisions of Section 4. **Services.**

**"Baseline"** means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

**"Component System"** means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

**"Confidential Information"** means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure

and without breach of a non-disclosure obligation.

**"Delivery Address"** means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

**"Delivery Date"** means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

**"Discloser"** means the party providing its Confidential Information to the Recipient.

**"Defect"** means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

**"Execution Date"** means the latest date shown on the signature page of this Agreement.

**"Equipment"** means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

**"Exhibit 1"** means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

**"Intellectual Property Rights"** means all patents, patent rights, patent applications, copyrights, copyright registrations, trade

secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

## **2. Right to Grant License and Ownership.**

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

**3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing

operations. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

## **4. Services.**



a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

a) Payment.

i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Scheduled Resource Changes: For training and on-site project management

sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH**

**LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all

negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### 10. Term and Termination.

a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that

period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition

and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

A) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT

SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

B) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Additional Provisions.** The provisions of Exhibit 3 shall apply hereto and are incorporated as if set out in full herein.

18. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

Customer: **Riviera Beach**  
 Delivery Address: **600 West Blue Heron Blvd., Riviera Beach, FL 33404**

**EXHIBIT 1****SOFTWARE:**

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<b>Computer Aided Dispatch</b>			
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	\$ 48,100.00	\$ 7,696.00	7x24
1	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE - SITE LICENSE	9,750.00	1,560.00	7x24
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE	4,500.00	720.00	7x24
1	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE - SITE LICENSE	9,000.00	1,440.00	7x24
1	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE	1,200.00	192.00	7x24
1	CAD-E911-T2	E911 INTERFACE MODULE	5,000.00	800.00	7x24
1	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE	3,000.00	480.00	7x24
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE - SITE LICENSE	5,000.00	800.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE	1,000.00	160.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	7,500.00	1,200.00	7x24
		<b>Records Management System</b>			
1	RMS-BASE-T8	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	53,700.00	8,592.00	7x24
1	RMS-ACCIDENT-T1	BASIC ACCIDENT MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-WIZ-BASE-T1	ACCIDENT WIZARD BASE SERVER LICENSE - SITE LICENSE	2,600.00	416.00	7x24
1	RMS-CANINE-T1	CANINE TRACKING MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-CAPLUS-T1	CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE	5,700.00	912.00	7x24
1	RMS-CA-T2	CRIME ANALYSIS MODULE - SITE LICENSE	6,900.00	1,104.00	7x24
1	RMS-MAP-T8	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-LINK-T2	LINK ANALYSIS MODULE - SITE LICENSE	9,200.00	1,472.00	7x24
1	RMS-NTF-T8	NOTIFICATION MODULE - SITE LICENSE	10,700.00	1,712.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BAR-HOST-T1	BAR CODING SERVER LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SIT	8,800.00	1,408.00	7x24
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE - SITE LICENSE	1,800.00	288.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	Included	Included	7x24
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-INV-LEADS	INVESTIGATIVE LEADS MODULE - SITE LICENSE	3,000.00	480.00	7x24
1	RMS-POP-T1	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-PARK-T1	PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE	3,300.00	528.00	7x24
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE	4,200.00	672.00	7x24
1	JMS-MS-DISPLAY-50	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	13,200.00	2,112.00	7x24
1	RMS-RL-T1	REMOTE LINEUP APPLICATION - SITE LICENSE	1,800.00	288.00	7x24
		<b>Mobile Computing</b>			
1	MCT-SWI-T10	MESSAGING SOFTWARE - SITE LICENSE	15,000.00	2,400.00	7x24
1	MCT-SWI-S2S-T2	SWITCH TO SWITCH - SITE LICENSE	Included	Included	7x24
1	MCT-BMS-T10	BASE MOBILE SERVER SOFTWARE - SITE LICENSE	37,200.00	5,952.00	7x24
1	MCT-MFR-REV-T10	REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE	31,700.00	5,072.00	7x24
1	MCT-FREEDOM-SER	ONESolution FREEDOM Server - SITE LICENSE	3,500.00	560.00	7x24
1	MCT-FREEDOM-PREM	ONESolution FREEDOM Premium - SITE LICENSE	5,200.00	832.00	7x24
1	MCT-CLIENT-T11	MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE	64,800.00	10,368.00	7x24
1	MCT-MAP-T11	MCT CLIENT - MAPS - SITE LICENSE	10,800.00	1,728.00	7x24
1	MCT-MFR-OFF-T11	MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE	77,760.00	12,441.60	7x24
1	MCT-MFR-ACC-T11	MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE	38,880.00	6,220.80	7x24
1	RMS-WIZ-CLIENT-T11	ACCIDENT WIZARD WORKSTATION LICENSE - SITE LICENSE	21,600.00	3,456.00	7x24
1	MCT-MFR-ARREST-T11	MFR CLIENT - ARREST - SITE LICENSE	23,760.00	3,801.60	7x24
1	MCT-MFR-AFF-T11	MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-CITATION-T11	MFR CLIENT - CITATION - SITE LICENSE	38,880.00	6,220.80	7x24
1	MCT-MFR-FLMAINT-T1-10	FLEET MAINTENANCE - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-INVLEAD	MFR INVESTIGATIVE LEADS - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-POP-T11	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-PARK-T11	MFR CLIENT - PARKING TICKET - SITE LICENSE	15,120.00	2,419.20	7x24
1	MCT-MFR-CANINE-T1	MFR CLIENT - CANINE - SITE LICENSE	1,500.00	240.00	7x24
1	MCT-MFR-MBLN-CLIENT-T1	MFR CLIENT - MOBLAN VERSION - SITE LICENSE	2,400.00	384.00	7x24
1	MCT-AVL-HOST-T10	AVL SERVER HOST LICENSE - SITE LICENSE	26,300.00	4,208.00	7x24
1	MCT-AVL-CLIENT-T10	MCT CLIENT - AVL - SITE LICENSE	8,200.00	1,312.00	7x24

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Web Based Applications</i>			
1	INT-OPSCAD	OPS CAD	6,000.00	960.00	7x24
1	INT-OPSRMS	OPS RMS	6,000.00	960.00	7x24
1	INT-P2C	POLICE 2 CITIZEN	6,000.00	960.00	7x24
1	INT-FTO-PREMISE	FIELD TRAINING ONLINE	20,000.00	3,200.00	7x24
		<b>Subtotals</b>	<b>\$ 774,310.00</b>		
1	DISCOUNT	Customer Reference Site Discount	\$ (77,400.00)		
		Payment Term Discount	\$ (75,000.00)		
		<b>TOTAL</b>	<b>\$ 621,910.00</b>	<b>\$ 123,889.60</b>	

## Software Notes:

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the schedule above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

(this space is intentionally left blank)

**SERVICES:**

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		<b>CAD Implementation Services</b>						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 17,760.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 9,100.00				
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					\$ 20,160.00	
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00					
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00					
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION					12,600.00	
1	CAD-DSCVRY	ONESolution CAD Discovery				\$ 6,400.00		
1	CAD-MGL	ONESolution CAD Mock Go Live				4,200.00		
1	CAD-PROF-ADD	CAD RESOURCE MONITOR TRAINING	640.00					
1	CAD-CONV	CAD CONVERSION						\$ 17,400.00
		<b>RMS Implementation Services</b>						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,360.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		9,800.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					18,640.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
1	RMS-USR-TRN	RMS USER TRAINING	6,400.00					
1	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	3,840.00					
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	2,560.00					
17	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	21,760.00					
1	RMS-DSCVRY	ONESolution RMS Discovery				6,400.00		
1	RMS-MGL	ONESolution RMS Mock Go Live				4,200.00		
1	RMS-CONV	RMS CONVERSION						64,800.00
1	RMS-CONV	RMS CONVERSION - EVIDENCE						16,600.00
1	RMS-CONV	RMS CONVERSION - CIT-ACC						25,000.00
1	RMS-CONV	RMS CONVERSION - QTR						16,600.00
1	RMS-CONV	RMS CONVERSION - TRN						14,800.00
		<b>MCT Implementation Services</b>						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			18,080.00			
1	MCT-SWH-INST	INSTALLATION OF BASE MESSAGE SWITCH		3,200.00				
1	MCT-SWH-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH					1,600.00	
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		3,200.00				
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,800.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00				
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING					2,800.00	
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00					
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	5,120.00					
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00					
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00					
4.5	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	5,760.00					
1	MFR-PGL-CON	MOBILE POST GO-LIVE CLOSE OUT	5,120.00					
1	MCT-MFR-DSCVRY	ONESolution MCT/MFR Discovery				2,560.00		
1	MCT-MFR-MGL	ONESolution MCT/MFR Mock Go Live				3,840.00		
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					4,200.00	
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					1,400.00	
1	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				4,200.00		
		<b>Web Based Applications Implementation Services</b>						
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			4,320.00			
2	INT-OPS-INST	OPCENTER INSTALLATION		5,600.00				
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
1	RMS-AM-INST	FTO NSTALLATION		2,800.00				
1	RMS-PROF-ADD	FTO SYSTEM ADMIN TRAINING	640.00					
1	RMS-PROF-ADD	FTO USER TRAINING	2,560.00					
		<b>Pay Agency Related Services</b>						
1	OS-IBRCD	ONESolution Barcoding Installation Services		700.00				
1	SAT-MWP	Mugshot Capture Workstation Package Install		1,400.00				
2	PS-TS	Technical Services					3,200.00	
		<b>TOTAL SERVICES FEE:</b>	<b>\$96,640.00</b>	<b>\$ 47,600.00</b>	<b>\$ 59,520.00</b>	<b>\$ 31,800.00</b>	<b>\$ 71,600.00</b>	<b>\$155,000.00</b>

**Services Notes:**

1. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Travel and Living expenses are estimated to be \$36,000.

**PAY AGENCY PRODUCTS:**

Qty.	Part #	Pay Agency Products	Hardware & Software
		<i>Miscellaneous Hardware and System Software</i>	
1	SAT-PEBCK	P&E Bar-Coding Kit	\$ 2,133.00
1	SAT-MWP	Mugshot Capture Workstation Package	\$ 2,738.00
115	MIC-VO	Microsoft Visio 2013 Standard Edition	22,310.00
1	NOT-NPS	PageGate Network Paging Software	706.00
4	NOT-PC	PageGate Connector	553.84
		<b>Pay Agency Products Totals</b>	<b>\$ 28,440.84</b>

**Pay Agency Product Notes:**

1. Actual shipping charges are additional and will be due upon delivery.

**SUMMARY OF COSTS**

Payment Schedule		Due on Contract Execution	90 days from Contract Execution	120 days from Contract Execution	Due as Incurred	Completion of Detailed Specification	Completion of Mock Go-Live	Go-Live	30 days after Go-Live	As otherwise noted
Component Systems	\$ 621,910.00	\$ 155,477.50	\$ 155,477.50	\$ 310,955.00						
Services (Training, Installation, Project Management, Professional Services, Implementation)	307,160.00				\$ 307,160.00					
Conversion	155,000.00					\$ 15,500.00	\$ 38,750.00	\$ 38,750.00	\$ 62,000.00	
Pay Agency Products	28,440.84									\$ 28,440.84
Travel and Living (estimated)	36,000.00									36,000.00
<b>Total</b>	<b>\$ 1,148,510.84</b>	<b>\$ 155,477.50</b>	<b>\$ 155,477.50</b>	<b>\$ 310,955.00</b>	<b>\$ 307,160.00</b>	<b>\$ 15,500.00</b>	<b>\$ 38,750.00</b>	<b>\$ 38,750.00</b>	<b>\$ 62,000.00</b>	<b>\$ 64,440.84</b>
<b>Percentage</b>										
Annual Support (Year 2)	\$ 123,889.60									\$ 123,889.60

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**The amounts noted above shall be payable as follows:**

License Fee: 25% on the Execution Date; 25% 90 days from the Execution Date; 50% 120 days from the Execution Date.

Training, Installation, Project Management, Professional Services, Implementation: Due as incurred.

Conversion Fees: 10% due on completion of detailed specification; 25% due on Completion of Mock Go-Live; 25% due on Go-Live; 40% due 30 days after Go-Live.



"Go-Live" shall mean either (i) Customer's use of the Component Systems with real data in a production (and not testing) mode, or (ii) SunGard Public Sector's confirmation that Component Systems are ready for use in accordance with the terms hereof.

Pay Agency Products Hardware & Software Fee: 100% on delivery of the Pay Agency Products to Customer.

Improvements Fees: Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the table above represents the Improvements fee for the Second Contract Year. Improvement fees are due thirty (30) days prior to the commencement of Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**With the exception of payments due on the Contract Execution date, all payments for Services above are subject to prior Acceptance of Services as defined in Section 1, Definitions, of this Agreement.**

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations.

#### **DESCRIPTIONS:**

Part Number: CAD-T2

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE

Long Description: Computer Aided Dispatch Includes:

Single-Jurisdictional CAD for Police, Fire, and/or EMS

Call Taking and Dispatching Functions

Tabular Geo-File Subsystem (without maps)

Business and Sites Subsystem

Unit Recommendation Subsystem

Premise/Alert and Hotspots Subsystems

Includes three CAD Dispatcher/Call Taker Workstations

Part Number: CAD-CON-T2

Description: ADDITIONAL CAD CONSOLE LICENSE - SITE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MAP-T2

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE - SITE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

Pin Mapping of Calls for Service Data

Map Editing and Maintenance software (training not included)

Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD-T2

Description: ADDITIONAL CAD MAP DISPLAY LICENSE - SITE LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: MCT-AVL-CAD-T2

Description: CAD CLIENT-AVL LICENSE - SITE LICENSE

Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

---

Part Number: MCT-MIS-T2

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

---

Part Number: CAD-E911-T2

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

---

Part Number: CAD-MRM-T2

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE LICENSE

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

---

Part Number: CAD-PG-T2

Description: ALPHA NUMERIC PAGING MODULE - SITE LICENSE

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. Our paging module supports the ability to send individual personalized messages to specific pagers directly from CAD. This module supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station.

---

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

Long Description: SunGard's interface to NotePage, Inc.'s PageGate software allows the CAD Paging module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

---

Part Number: CAD-INT-CRY

Description: CAD INTERFACE TO CRYWOLF

Long Description: This is a two way interface with the 3rd party CRYWOLF alarm product. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

---

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

---

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: Three (3) days of service related to CAD installation. Includes installation and initial configuration of CAD software and standard interfaces on the Customer server, as well as on-site installation of CAD on 5 workstations during a knowledge transfer session with the Customer. Initial CAD Audit.

---

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: 15 days of services related to CAD implementation, consisting of: Four (4) days of advisory consultation to assist with Customer questions and requests throughout the project Three periodic CAD data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (5 days total). Three (3) SunGard resources for two days each of on-site Go Live support. Support to be provided during weekday standard business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resources in a 24-hour period.

---

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-MAP-IMPL

Description: MAPPING IMPLEMENTATION

Long Description: Up to 9 days of services related to implementation of mapping for use with the ONESolution applications (CAD and/or RMS). Includes a minimum of three periodic map data audits conducted remotely (3 days), as well as assistance with creating and loading map layers (6 days).

Part Number: CAD-DSCVRY

Description: ONESolution CAD Discovery

Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: CAD-MGL

Description: ONESolution CAD Mock Go Live

Long Description: SunGard and the customer will jointly perform a mock Go-Live to exercise the ability to simulate and validate business work-flow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a pre-requisite deliverable.

Part Number: CAD-PROF-ADD

Description: CAD RESOURCE MONITOR TRAINING

Long Description: CAD Resource Monitor End User Training 1/2 Day.

Part Number: RMS-BASE-T8

Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-ACCIDENT-T1

Description: BASIC ACCIDENT MODULE - SITE LICENSE

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-WIZ-BASE-T1

Description: ACCIDENT WIZARD BASE SERVER LICENSE - SITE LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CANINE-T1

Description: CANINE TRACKING MODULE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: RMS-CAPLUS-T1

Description: CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE

Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives. Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.

Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

Part Number: RMS-CA-T2

Description: CRIME ANALYSIS MODULE - SITE LICENSE

Long Description: The Crime Analysis module provides the ability to pin map events from one or more RMS application modules simultaneously and identify high crime areas within defined geographic regions. This product includes forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-MAP-T8

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-GANG-T1

Description: GANG TRACKING MODULE - SITE LICENSE

Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

Part Number: RMS-INTELLIGENCE-T1

Description: INTELLIGENCE MODULE - SITE LICENSE

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-LINK-T2

Description: LINK ANALYSIS MODULE - SITE LICENSE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a standalone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

Part Number: RMS-NTF-T8

Description: NOTIFICATION MODULE - SITE LICENSE

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data-related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE - SITE LICENSE

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

Part Number: RMS-BAR HOST-T1

Description: BAR CODING SERVER LICENSE - SITE LICENSE

Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

Part Number: RMS-BAR-CLIENT-T1

Description: BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE

Long Description: SunGard's Bar-coding Client Software allows for the following business functions within the Property & Evidence module: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

---

Part Number: RMS-PSD-T1

Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SITE LICENSE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

---

Part Number: RMS-RSW-T1

Description: RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE

Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

---

Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE - SITE LICENSE

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

---

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING - SITE LICENSE

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.

- Each site must have a constant Internet connection to a Windows 2000 Workstation or server (minimum 256kbps Bandwidth), not a dial-up to host their data.

- Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet.

---

Part Number: RMS-FLMAINT-T1

Description: FLEET MAINTENANCE MODULE - SITE LICENSE

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

---

Part Number: RMS-INV-LEADS

Description: INVESTIGATIVE LEADS MODULE - SITE LICENSE

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Records Management System (RMS) and Mobile Field Reporting (MFR) applications. The purpose of this module is to track investigative leads, tips on criminal activity, and follow-up activities that may or may not be under investigation by an agency. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries in RMS or MFR.

---

Part Number: RMS-POP-T1

Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE

Long Description: The Problem Oriented Policing module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

---

Part Number: RMS-QTRMSTR-T1

Description: QUARTERMASTER MODULE - SITE LICENSE

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface, allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue-once) items such as t-shirts and other clothing items or returnable, serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code

technology to facilitate the order filling process, generate reports on items at or below reorder point, track historical inventory issuance per item, and track preferred vendor information for each item. SunGard's Barcoding licensed separately.

---

Part Number: RMS-BIKE-T1

Description: BIKE REGISTRATION MODULE - SITE LICENSE

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

---

Part Number: RMS-PARK-T1

Description: PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE

Long Description: The Parking Ticket module allows users to record and search the details of each issued parking violation, including vehicle, owner and violation information. The module also tracks the payment status and application of late fees based upon agency defined policies.

---

Part Number: JMS-MUG-1

Description: MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE

Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard's specialized capture board is required. SunGard recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard.

---

Part Number: JMS-MS DISPLAY-50

Description: MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE

Long Description: This allows the Customer to view mugshots and create line-ups.

---

Part Number: RMS-RL-T1

Description: REMOTE LINEUP APPLICATION - SITE LICENSE

Long Description: The Remote Lineup Application allows users to create an 8 Image Lineup within RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

---

Policies from the NC Actual Innocence Commission are enforced with this application.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Five (5) days of services related to RMS server and application installation. Includes setting up the server with ONESolution and appropriate databases, as well as installation and initial configuration of RMS, P2P, and standard interfaces. Includes initial data audit. Also includes the on-site installation of RMS on 5 workstations during a knowledge transfer session with the Client.

---

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: Eleven (11) days of services for RMS implementation, consisting of: Three periodic RMS data audits, in which SunGard reviews and provides feedback on the Client's progress in configuration the application (4 days total). Two (2) days of advisory consultation to assist the Client with RMS questions and requests throughout the project. Three (3) SunGard resources (1 RMS consultant, 2 trainers) for two days each of on-site Go Live support. Support to be provided during standard weekday business hours (7 am-7 pm) and not to exceed 8 hours per resource in a 24-hour period.

---

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

---

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

---

Part Number: RMS-DET-TRN

Description: RMS TRAINING FOR INVESTIGATORS

Long Description: This course is intended for law enforcement investigators and detective supervisors who will be using RMS to track and manage cases. Class focuses on case management, searching in all RMS modules, and Investigator Dashboard.

Training includes 2 classroom days, plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: A high-level overview of the Records Management System intended for administrative users, command staff, and specialty module users. Designed to raise awareness of key application features and functions for personnel who may need to perform searches or generate reports but will not be routinely entering data in core RMS modules. Class duration = up to 1 day on-site plus one day of trainer preparation and follow-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On RMS modules to include:

RMS-P2P	1/2	Day
RMS-ACCIDENT	1/2	Day
RMS-BAR-CLIENT	1	Day
RMS-CA	1	Day
RMS-CANINE	1/2	Day
RMS-CAPLUS	1/2	Day
RMS-FLMAINT	1/2	Day
RMS-GANG	1	Day
RMS-INTELL	1/2	Day
RMS-INV-LEADS	1/2	Day
RMS-LINK	1/2	Day
RMS-NTF	1	Day
RMS-P&E	1	Day
RMS-POP	1/2	Day
RMS-PSD	1 1/2	Days
RMS-QTRMSTR	1	Day
RMS-RSW	1/2	Day
RMS-TRAIN	1/2	Day
RMS-BIKE	1/2	Day
RMS-PARK	1/2	Day
JMS-MUG	1/2	Day
JMS-MSDSP	1/2	Day
RMS-RL	2	Days

Part Number: RMS-DSCVRY

Description: ONESolution RMS Discovery

Long Description: Provide the client with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: RMS-MGL

Description: ONESolution RMS Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-SWI-T10

Description: MESSAGING SOFTWARE - SITE LICENSE

Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-Workstation messaging. Secondly, it supports State/NCIC queries from the Data Entry window. Responses from the State come back to the user in the message queue.

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic queries.

NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-SWI-S2S-T2

Description: SWITCH TO SWITCH - SITE LICENSE

Long Description: The S2S (Switch to Switch) module is designed to route Message Switch traffic, including car to car messages, RMS Name queries, and RMS Vehicle queries between two or more independent Message Switch applications. This feature allows for external agency returns of local data with a single query. With S2S in place, an agency running NCIC/State queries will also query connected agency(s) RMS database for matching Names and Vehicles and return those results as an external response message.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. Internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

---

Part Number: MCT-BMS-T10

Description: BASE MOBILE SERVER SOFTWARE - SITE LICENSE

Long Description: Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

---

Part Number: MCT-MFR-REV-T10

Description: REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

---

Part Number: MCT-FREEDOM-SER

Description: ONESolution FREEDOM Server - SITE LICENSE

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

---

Part Number: MCT-FREEDOM-PREM

Description: ONESolution FREEDOM Premium - SITE LICENSE

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

FREEDOM Premium extends core Mobile Dispatch functionality onto the mobile phone or tablets of authorized Agency employees. Accessible anywhere in the field with a 3G signal or better, FREEDOM Premium provides key MCT functions. FREEDOM Premium carries this functionality further including:

- " All of the FREEDOM Base functions
- " BOLO Entry
- " Advanced CAD Query Functions: View Active Advisories, Active BOLO's, Event History Search, Holding Events, My Last 12 Hours of CFS, CAD Phone Directory, Residential Security Checks, SOP's, Out of Service Units, Stolen Vehicle Hot Sheet, RMS Incident Search
- " FireHouse Interface Capable
- " NCIC Query Capable
- " Additional Future Interface Capable
- " AVL Capable

---

Part Number: MCT-CLIENT-T11

Description: MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

---

Part Number: MCT-MAP-T11

Description: MCT CLIENT - MAPS - SITE LICENSE

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

---

Part Number: MCT-MFR-OFF-T11

Description: MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

---

Part Number: MCT-MFR-ACC-T11

Description: MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's Crash Wizard and Microsoft Visio.

---

Part Number: RMS-WIZ-CLIENT-T11

Description: ACCIDENT WIZARD WORKSTATION - SITE LICENSE



Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

---

Part Number: MCT-MFR-ARREST-T11

Description: MFR CLIENT - ARREST - SITE LICENSE

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-AFF-T11

Description: MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE

Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

---

Part Number: MCT-MFR-CITATION-T11

Description: MFR CLIENT - CITATION - SITE LICENSE

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

---

Part Number: MCT-MFR-FLMAINT-T1-10

Description: FLEET MAINTENANCE - SITE LICENSE

Long Description: The MFR Fleet Maintenance module is designed to replace the paper based fleet inspection function. The following capabilities are provided: Officers in the field can enter the condition of the equipment that has been assigned to the car on a daily basis. Users can enter and track vehicle condition including fuel, mileage, repairs need, and damage as well as track the condition of additional equipment assigned to the vehicle.

The Vehicle Inspection report can be printed in the field and also be pushed to RMS Fleet Inspection module

RMS Fleet Inspection module is a prerequisite for buying the MFR Fleet Inspection module.

---

Part Number: MCT-MFR-INVLEAD

Description: MFR INVESTIGATIVE LEADS - SITE LICENSE

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Mobile Field Reporting (MFR) application. The purpose of this module is to allow the officer to generate and submit investigative leads, tips on criminal activity, and follow-up activities from the field to the Records Management System. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries.

---

Part Number: MCT-MFR-POP-T11

Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE

Long Description: Module includes the ability to create new Problem Oriented Policing records in MFR for submission to RMS. Allows the user to document follow-up activities on Problem Oriented Policing tasks. Requires licensing of RMS-POP.

---

Part Number: MCT-MFR-PARK-T11

Description: MFR CLIENT - PARKING TICKET - SITE LICENSE

Long Description: This module is located in the Mobile Field Reporting product line and extends the RMS Parking Module to the field. It allows for remote printing of tickets (with approved hardware). It does not include printing hardware. Requires licensing of RMS-PARK.

---

Part Number: MCT-MFR-CANINE-T1

Description: MFR CLIENT - CANINE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

---

Part Number: MCT-MFR-MBLN-CLIENT-T1

Description: MFR CLIENT- MOBLAN VERSION - SITE LICENSE

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

---

Part Number: MCT-AVL-HOST-T10

Description: AVL SERVER HOST LICENSE - SITE LICENSE

Long Description: This is the CAD Server License of SunGard OSSI's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T10

Description: MCT CLIENT - AVL - SITE LICENSE

Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard OSSI's AVL.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Two (2) days of services for installation and set-up of SunGard's Message Switch application software.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: Two (2) days of on-site services for AVL installation, configuration, and Administrator training.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Three (3) days of service related to installation of the SunGard mobile applications and consisting of:

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of advisory consultation to assist with Customer questions and requests throughout the project.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: Five (5) days of services for MCT implementation, consisting of:

Two (2) days for an on-site visit to configure MCT, conduct MCT Maintenance Training (for up to 6 participants or as determined by mutual agreement of SunGard and the Customer), and provide knowledge transfer on installation of MCT on 5 mobile computers.

Two (2) days of on-site Go Live support by one SunGard resource. Service to be provided during standard weekday business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per 24-hour period.

One (1) day of advisory consultation to provide assistance with Customer MCT questions and issues throughout the project.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of services for initial installation and configuration of MFR on the Customer server.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of services for advisory consultation providing assistance with Customer MFR questions and requests throughout the project.

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Up to three (3) days of on-site training assistance, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training, as well as assistance to agency instructors preparing to conduct MCT User Training. Maximum number of participants = 6.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting MFR User Training. Maximum number of participants = 6.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

MCT-MFR-ACC	1	Day
MCT-MFR-AFF	1/2	Day
MCT-MFR-ARREST	1/2	Day
MCT-MFR-CANINE	1/2	Day
MCT-MFR-CITATION	1/2	Day
MCT-MFR-INVLEAD	1/2	Day
MCT-MFR-PARK	1/2	Day
MCT-FREEDOM	1/2	Day

Part Number: MFR-PGL-CON

Description: MOBILE POST GO-LIVE CLOSE OUT

Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: MCT-MFR- DSCVRY

Description: ONESolution MCT/MFR Discovery

Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: MCT-MFR-MGL

Description: ONESolution MCT/MFR Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-PROF-ADD-TECH

Description: ADDITIONAL INSTALLATION SERVICES

Long Description: FREEDOM Server Installation

Part Number: MCT-PROF-ADD-TECH

Description: ADDITIONAL INSTALLATION SERVICES

Long Description: Switch to Switch Installation

Part Number: MCT-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: Switch to Switch Implementation

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard-provided Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn, Incidents, Gangs and Property Information.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

---

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

Long Description: Utilize the Internet to host a portal for citizens to retrieve, enter, and print reports. Our P2C (Police to Citizen) application is a browser-based solution that provides a convenient solution for citizens. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, enter basic incident reports, perform simple searches, download reports, and complete applications online.

---

Part Number: INT-FTO-PREMISE

Description: FTO - SITE LICENSE

Long Description: FTO Module

---

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes two (2) days of services related to installation of OpCenter, consisting of server installation, followed by installation and configuration of the OpCenter application.

---

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Webinar for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 1 day.

---

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Three (3) days of services for installation and configuration of the P2C application. Includes time for Administrator training and consultation with the Customer.

---

Part Number: RMS-AM-INST

Description: FTO INSTALLATION

Long Description: Installation and setup of any add-on RMS modules that are purchased in addition to the base RMS Product. Message switch and mapping related items are not a part of this item.

---

Part Number: RMS-PROF-ADD

Description: FTO SYSTEM ADMIN TRAINING

Long Description: 1/2 day system admin training for FTO.

---

Part Number: RMS-PROF-ADD

Description: FTO USER TRAINING

Long Description: FTO End User Training 2 days.

---

#### ***Pay Agency and Related Pay Agency Services***

---

Part Number: SAT-PEBCK

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA520 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA520 Device Cradle
- (1) Unitech Capacitive Stylus for the PA520
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

---

Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware  
Long Description: Installation and configuration of SunGard's Bar Coding Hardware.

Part Number: MIC-VO

Description: Microsoft Visio 2013 Standard Edition

Long Description: Visio 2013 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the SunGard Accident Wizard module.

Currently SunGard only supports Visio 2010 with the Accident Wizard module. Since only Visio 2013 licenses are available at this time, customers should use the Microsoft Downgrade Rights Program to acquire the Visio 2010 installation media for use with our products.

Part Number: NOT-NPS

Description: Notepage PageGate Network Paging Software

Long Description: PageGate Software is a third party product provided by NotePage, Inc., that allows for multiple paging service providers to be used with SunGard's ONESolution CAD Paging Module. This package includes a 5,000 users license and the command Line ASCII Front End.

The Customer is responsible for the following:

- Providing a Com Port with modem and a dedicated phone line
- Paging providers must support TAPI protocol
- Obtain paging service from one or more providers
- Obtain the access numbers for sending alpha pages to the different paging providers
- Verifying TAPI protocol support from all page providers
- Build and configure all pagers inside of PageGate
- Build and configure pagers with units in CAD
- Consideration to group paging should be considered to reduce paging time

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: NOT-PC

Description: Notepage PageGate Connector

Long Description: Additional Connector Software for PageGate. Additional Connectors are recommended for customers that have more than 10 page recipients. One connector should be added for every 10 users on the system.

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: SAT-MWP

Description: Mugshot Capture Workstation Package

Long Description: Package includes the following:

- (1) Dell Optiplex workstation with 19.5" monitor
- (1) 3 year Dell ProSupport with NBD limited onsite service after remote diagnosis,
- (1) Frame Grabber USB video capture card,
- (1) Sony EVI-D100P digital camera (SON-DC),
- (1) 25' RCA coax video cable (SAT-MVC),
- (1) 25' Camera Control Cable.

Requires an available serial port to use keyboard control. Installation and configuration services require the workstation to be shipped to SunGard Public Sector. After configuration workstation is shipped to the client site. SunGard Public Sector remotely assists the client with the implementation unless on-site setup is specified in the contract

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: PS-TS

Description: Technical Services, Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and Initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software (If necessary)
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to the appropriate SunGard offices. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution CAD modules listed below:

- (1)-Event History

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$17,400.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution RMS modules listed below:

(1)-Master Names, SMT, Phisc, no History (2)-Incidents (3)-Arrests (4)-Case Mgt. - Incident (Most Recent Only) (5)-Field Contact (6)-System Attachments

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$64,600.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

---

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system USA Software into the ONESolution RMS modules listed below:

(1)-Evidence

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe



specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Lexis Nexis into the ONESolution RMS modules listed below:

(1)-Citation (2)-Accident

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$25,000.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule.

Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

---

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Intelligent Solutions QuarterMaster into the ONESolution RMS modules listed below:

(1)-Quarter Master

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly

contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system EMCS Training Trak into the ONESolution RMS modules listed below:

(1)-Training & Certification

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$14,800.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## GENERAL PROJECT CONDITIONS SUPPLEMENT

### General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSS systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSS software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.



## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY.
  - (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## DATA ACCESS SUBSCRIPTION SUPPLEMENT

### 1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

- iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.
  - b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.
- 3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.
- 4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**
- 5. User Responsibilities.**
- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
  - b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain

alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
  - d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
  - e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).
- 6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

## SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

### 1. Additional Definitions.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Appendix 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

### 2. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component

System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Initial Annual Improvement Fees" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax

amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY**

IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective

date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

7. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

B) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## Appendix 1 TO THE SOFTWARE MAINTENANCE SUPPLEMENT

### Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.  A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.



## EXHIBIT 2

### SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

#### MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

**EXHIBIT 3**

**ADDITIONAL PROVISIONS**

1. SunGard represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. For the avoidance of doubt, the foregoing is subject to Section 4(d), Conditions on Providing Services.
2. All of the Services required hereunder shall be performed by SunGard or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.
3. SunGard agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by SunGard. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.
4. All of SunGard's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security. Such requirements shall be communicated to SunGard prior to SunGard entering City premises.
5. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by SunGard. SunGard shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is SunGard authorized to use the City's Tax Exemption Number in securing such materials.
6. Prior to execution of this Contract by the City SunGard shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that SunGard has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve SunGard of its liability and obligations under this Contract.
7. SunGard shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect SunGard from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by SunGard or by anyone directly employed by or contracting with SunGard.
8. SunGard shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect SunGard from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by SunGard or by anyone directly or indirectly employed by SunGard.
9. SunGard shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per section 440.02, Florida Statutes.
10. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by SunGard shall specifically include the City as an "Additional Insured."

11. SunGard shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise in connection with a claim asserted against the City by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent act or omission of SunGard, its agents, servants, or employees in the performance of services under this Agreement. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) City must promptly notify SunGard of any such claim; (ii) City must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) City must cooperate with SunGard to facilitate the settlement or defense of the claim.

12. Nothing contained in the above provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

13. SunGard shall continuously maintain adequate protection of all work in its possession from damage, and shall protect such work and the City's property in its possession from injury or loss arising during the term of the Agreement.

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

15. SunGard does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Agreement.

16. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto, with the mutual written agreement of the parties as provided below. Upon receipt by SunGard of the City's notification of a contemplated change, SunGard shall in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the SunGard's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, SunGard shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and SunGard shall NOT commence work on any such change until such written amendment is signed by SunGard and approved and executed by the City Manager for the City.

17. SunGard warrants to City that Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 4(d), Conditions on Providing Services. SunGard shall have no liability under this Section 17 unless, within thirty (30) days after the actual date of the delivery of the particular Services, SunGard receives notice from City describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 17 is to correct the error and reperform the particular Services affected as soon as reasonably practical at no additional charge.

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

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

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

21. SunGard shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 19.011(2), Florida Statutes, specifically agrees to:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT \_\_\_\_\_**

\_\_\_\_\_  
(telephone number, e-mail address, and mailing address ).(the above statement must be in at least 14-point boldfaced type).

CUSTOMER NO. \_\_\_\_\_; CONTRACT NO. \_\_\_\_\_

## SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector LLC**  
a Florida Limited Liability Company  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

("SunGard Public Sector" or "SunGard")

AND

**Riviera Beach**  
with its principal place of business at

600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

(for purposes of this Agreement, "Customer" or "City")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by September 30, 2016.

Riviera Beach, FL

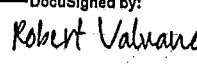
BY: 

PRINT NAME: Thomas A. Masters

PRINT TITLE: Mayor

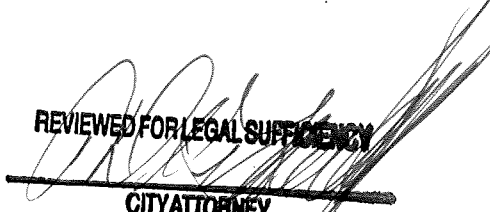
DATE SIGNED: September 21, 2016

SunGard Public Sector LLC

DocuSigned by:  
BY: 

PRINT NAME Robert Valvano  
AND TITLE: CFO, SunGard Public Sector LLC

DATE SIGNED: 8/23/2016

  
REVIEWED FOR LEGAL SUFFICIENCY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 9/12/2016

**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. **Definitions.**

**"Acceptance of Services"**. Customer will notify SunGard Public Sector in writing of its acceptance or non-acceptance of the applicable Service identified in the Services schedule in Exhibit 1 within twenty (20) days after receipt of invoice. If Customer fails to give written notice within the specified timeframe, the services will be deemed accepted. Any notice of non-acceptance must be based solely upon non-performance in accordance with the provisions of Section 4. **Services.**

**"Baseline"** means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

**"Component System"** means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

**"Confidential Information"** means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure

and without breach of a non-disclosure obligation.

**"Delivery Address"** means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

**"Delivery Date"** means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

**"Discloser"** means the party providing its Confidential Information to the Recipient.

**"Defect"** means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

**"Execution Date"** means the latest date shown on the signature page of this Agreement.

**"Equipment"** means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

**"Exhibit 1"** means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

**"Intellectual Property Rights"** means all patents, patent rights, patent applications, copyrights, copyright registrations, trade

secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

## **2. Right to Grant License and Ownership.**

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

## **3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing

operations. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

## **4. Services.**

a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

a) Payment.

i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Scheduled Resource Changes: For training and on-site project management



sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH**

**LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all

negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### 10. Term and Termination.

a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that

period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition

and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

A) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT

SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

B) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Additional Provisions.** The provisions of Exhibit 3 shall apply hereto and are incorporated as if set out in full herein.

18. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

Customer: **Riviera Beach**  
 Delivery Address: **600 West Blue Heron Blvd., Riviera Beach, FL 33404**

**EXHIBIT 1****SOFTWARE:**

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Computer Aided Dispatch</i>			
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	\$ 48,100.00	\$ 7,696.00	7x24
1	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE - SITE LICENSE	9,750.00	1,560.00	7x24
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE	4,500.00	720.00	7x24
1	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE - SITE LICENSE	9,000.00	1,440.00	7x24
1	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE	1,200.00	192.00	7x24
1	CAD-E911-T2	E911 INTERFACE MODULE	5,000.00	800.00	7x24
1	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE	3,000.00	480.00	7x24
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE - SITE LICENSE	5,000.00	800.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE	1,000.00	160.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	7,500.00	1,200.00	7x24
		<i>Records Management System</i>			
1	RMS-BASE-T8	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	53,700.00	8,592.00	7x24
1	RMS-ACCIDENT-T1	BASIC ACCIDENT MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-WIZ-BASE-T1	ACCIDENT WIZARD BASE SERVER LICENSE - SITE LICENSE	2,600.00	416.00	7x24
1	RMS-CANINE-T1	CANINE TRACKING MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-CAPLUS-T1	CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE	5,700.00	912.00	7x24
1	RMS-CA-T2	CRIME ANALYSIS MODULE - SITE LICENSE	6,900.00	1,104.00	7x24
1	RMS-MAP-T8	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-LINK-T2	LINK ANALYSIS MODULE - SITE LICENSE	9,200.00	1,472.00	7x24
1	RMS-NTF-T8	NOTIFICATION MODULE - SITE LICENSE	10,700.00	1,712.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BAR-HOST-T1	BAR CODING SERVER LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SIT	8,800.00	1,408.00	7x24
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE - SITE LICENSE	1,800.00	288.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	Included	Included	7x24
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-INV-LEADS	INVESTIGATIVE LEADS MODULE - SITE LICENSE	3,000.00	480.00	7x24
1	RMS-POP-T1	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-PARK-T1	PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE	3,300.00	528.00	7x24
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE	4,200.00	672.00	7x24
1	JMS-MS-DISPLAY-50	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	13,200.00	2,112.00	7x24
1	RMS-RL-T1	REMOTE LINEUP APPLICATION - SITE LICENSE	1,800.00	288.00	7x24
		<i>Mobile Computing</i>			
1	MCT-SWI-T10	MESSAGING SOFTWARE - SITE LICENSE	15,000.00	2,400.00	7x24
1	MCT-SWI-S2S-T2	SWITCH TO SWITCH - SITE LICENSE	Included	Included	7x24
1	MCT-BMS-T10	BASE MOBILE SERVER SOFTWARE - SITE LICENSE	37,200.00	5,952.00	7x24
1	MCT-MFR-REV-T10	REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE	31,700.00	5,072.00	7x24
1	MCT-FREEDOM-SER	ONESolution FREEDOM Server - SITE LICENSE	3,500.00	560.00	7x24
1	MCT-FREEDOM-PREM	ONESolution FREEDOM Premium - SITE LICENSE	5,200.00	832.00	7x24
1	MCT-CLIENT-T11	MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE	64,800.00	10,368.00	7x24
1	MCT-MAP-T11	MCT CLIENT - MAPS - SITE LICENSE	10,800.00	1,728.00	7x24
1	MCT-MFR-OFF-T11	MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE	77,760.00	12,441.60	7x24
1	MCT-MFR-ACC-T11	MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE	38,880.00	6,220.80	7x24
1	RMS-WIZ-CLIENT-T11	ACCIDENT WIZARD WORKSTATION LICENSE - SITE LICENSE	21,600.00	3,456.00	7x24
1	MCT-MFR-ARREST-T11	MFR CLIENT - ARREST - SITE LICENSE	23,760.00	3,801.60	7x24
1	MCT-MFR-AFF-T11	MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-CITATION-T11	MFR CLIENT - CITATION - SITE LICENSE	38,880.00	6,220.80	7x24
1	MCT-MFR-FLMAINT-T1-10	FLEET MAINTENANCE - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-INVLEAD	MFR INVESTIGATIVE LEADS - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-POP-T11	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-PARK-T11	MFR CLIENT - PARKING TICKET - SITE LICENSE	15,120.00	2,419.20	
1	MCT-MFR-CANINE-T1	MFR CLIENT - CANINE - SITE LICENSE	1,500.00	240.00	7x24
1	MCT-MFR-MBLN-CLIENT-T1	MFR CLIENT- MOBLAN VERSION - SITE LICENSE	2,400.00	384.00	7x24
1	MCT-AVL-HOST-T10	AVL SERVER HOST LICENSE - SITE LICENSE	26,300.00	4,208.00	7x24
1	MCT-AVL-CLIENT-T10	MCT CLIENT - AVL - SITE LICENSE	8,200.00	1,312.00	7x24

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Web Based Applications</i>			
1	INT-OPSCAD	OPS CAD	6,000.00	960.00	7x24
1	INT-OPSRMS	OPS RMS	6,000.00	960.00	7x24
1	INT-P2C	POLICE 2 CITIZEN	6,000.00	960.00	7x24
1	INT-FTO-PREMISE	FIELD TRAINING ONLINE	20,000.00	3,200.00	7x24
		<b>Subtotals</b>	<b>\$ 774,310.00</b>		
1	DISCOUNT	Customer Reference Site Discount	\$ (77,400.00)		
		Payment Term Discount	\$ (75,000.00)		
		<b>TOTAL</b>	<b>\$ 621,910.00</b>	<b>\$ 123,889.60</b>	

## Software Notes:

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the schedule above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

(this space is intentionally left blank)

**SERVICES:**

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
<b>CAD Implementation Services</b>								
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 17,760.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 9,100.00				
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					\$ 20,160.00	
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00					
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00					
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION					12,600.00	
1	CAD-DSCVRY	ONESolution CAD Discovery				\$ 6,400.00		
1	CAD-MGL	ONESolution CAD Mock Go Live				4,200.00		
1	CAD-PROF-ADD	CAD RESOURCE MONITOR TRAINING	640.00					
1	CAD-CONV	CAD CONVERSION						\$ 17,400.00
<b>RMS Implementation Services</b>								
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,360.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		9,800.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					18,640.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
1	RMS-USR-TRN	RMS USER TRAINING	6,400.00					
1	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	3,840.00					
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	2,560.00					
17	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	21,760.00					
1	RMS-DSCVRY	ONESolution RMS Discovery				6,400.00		
1	RMS-MGL	ONESolution RMS Mock Go Live				4,200.00		
1	RMS-CONV	RMS CONVERSION						64,600.00
1	RMS-CONV	RMS CONVERSION - EVIDENCE						16,600.00
1	RMS-CONV	RMS CONVERSION - CIT-ACC						25,000.00
1	RMS-CONV	RMS CONVERSION - QTR						16,600.00
1	RMS-CONV	RMS CONVERSION - TRN						14,800.00
<b>MCT Implementation Services</b>								
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			18,080.00			
1	MCT-SW-INST	INSTALLATION OF BASE MESSAGE SWITCH		3,200.00				
1	MCT-SW-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH					1,600.00	
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		3,200.00				
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,800.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00				
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING					2,800.00	
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00					
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	5,120.00					
1	MCT-TIT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00					
1	MFR-TIT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00					
4.5	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	5,760.00					
1	MFR-PGL-CON	MOBILE POST GO-LIVE CLOSE OUT	5,120.00					
1	MCT-MFR- DSCVRY	ONESolution MCT/MFR Discovery				2,560.00		
1	MCT-MFR-MGL	ONESolution MCT/MFR Mock Go Live				3,840.00		
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					4,200.00	
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					1,400.00	
1	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				4,200.00		
<b>Web Based Applications Implementation Services</b>								
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			4,320.00			
2	INT-OPS-INST	OPCENTER INSTALLATION		5,600.00				
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
1	RMS-AM-INST	FTO NSTALLATION		2,800.00				
1	RMS-PROF-ADD	FTO SYSTEM ADMIN TRAINING	640.00					
1	RMS-PROF-ADD	FTO USER TRAINING	2,560.00					
<b>Pay Agency Related Services</b>								
1	OS-IBRCD	ONESolution Barcoding Installation Services		700.00				
1	SAT-MWP	Mugshot Capture Workstation Package Install		1,400.00				
2	PS-TS	Technical Services					3,200.00	
		<b>TOTAL SERVICES FEE:</b>	<b>\$96,640.00</b>	<b>\$ 47,600.00</b>	<b>\$ 69,520.00</b>	<b>\$ 31,800.00</b>	<b>\$ 71,600.00</b>	<b>\$155,000.00</b>

**Services Notes:**

- Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
- Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Travel and Living expenses are estimated to be \$36,000.

**PAY AGENCY PRODUCTS:**

Qty.	Part #	Pay Agency Products	Hardware & Software
		<i>Miscellaneous Hardware and System Software</i>	
1	SAT-PEBCK	P&E Bar-Coding Kit	\$ 2,133.00
1	SAT-MWP	Mugshot Capture Workstation Package	\$ 2,738.00
115	MIC-VO	Microsoft Visio 2013 Standard Edition	22,310.00
1	NOT-NPS	PageGate Network Paging Software	706.00
4	NOT-PC	PageGate Connector	553.84
		<b>Pay Agency Products Totals</b>	<b>\$ 28,440.84</b>

**Pay Agency Product Notes:**

1. Actual shipping charges are additional and will be due upon delivery.

**SUMMARY OF COSTS**

Payment Schedule		Due on Contract Execution	90 days from Contract Execution	120 days from Contract Execution	Due as Incurred	Completion of Detailed Specification	Completion of Mock Go-Live	Go-Live	30 days after Go-Live	As otherwise noted
<b>Component Systems</b>	\$ 621,910.00	\$ 155,477.50	\$ 155,477.50	\$ 310,955.00						
Services (Training, Installation, Project Management, Professional Services, Implementation)	307,160.00				\$ 307,160.00					
Conversion	155,000.00					\$ 15,500.00	\$ 38,750.00	\$ 38,750.00	\$ 62,000.00	
Pay Agency Products	28,440.84									\$ 28,440.84
Travel and Living (estimated)	36,000.00									36,000.00
<b>Total</b>	<b>\$ 1,148,510.84</b>	<b>\$ 155,477.50</b>	<b>\$ 155,477.50</b>	<b>\$ 310,955.00</b>	<b>\$ 307,160.00</b>	<b>\$ 15,500.00</b>	<b>\$ 38,750.00</b>	<b>\$ 38,750.00</b>	<b>\$ 62,000.00</b>	<b>\$ 64,440.84</b>
<b>Percentage</b>										
Annual Support (Year 2)	\$ 123,889.60									\$ 123,889.60

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**The amounts noted above shall be payable as follows:**

License Fee: 25% on the Execution Date; 25% 90 days from the Execution Date; 50% 120 days from the Execution Date.

Training, Installation, Project Management, Professional Services, Implementation: Due as incurred.

Conversion Fees: 10% due on completion of detailed specification; 25% due on Completion of Mock Go-Live; 25% due on Go-Live; 40% due 30 days after Go-Live.

"Go-Live" shall mean either (i) Customer's use of the Component Systems with real data in a production (and not testing) mode, or (ii) SunGard Public Sector's confirmation that Component Systems are ready for use in accordance with the terms hereof.

Pay Agency Products Hardware & Software Fee: 100% on delivery of the Pay Agency Products to Customer.

Improvements Fees: Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the table above represents the Improvements fee for the Second Contract Year. Improvement fees are due thirty (30) days prior to the commencement of Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**With the exception of payments due on the Contract Execution date, all payments for Services above are subject to prior Acceptance of Services as defined in Section 1, Definitions, of this Agreement.**

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations.

#### **DESCRIPTIONS:**

Part Number: CAD-T2

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Includes three CAD Dispatcher/Call Taker Workstations

Part Number: CAD-CON-T2

Description: ADDITIONAL CAD CONSOLE LICENSE - SITE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MAP-T2

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE - SITE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD-T2

Description: ADDITIONAL CAD MAP DISPLAY LICENSE - SITE LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: MCT-AVL-CAD-T2

Description: CAD CLIENT AVL LICENSE - SITE LICENSE

Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.



---

Part Number: MCT-MIS-T2

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

---

Part Number: CAD-E911-T2

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

---

Part Number: CAD-MRM-T2

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE LICENSE

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

---

Part Number: CAD-PG-T2

Description: ALPHA NUMERIC PAGING MODULE - SITE LICENSE

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. Our paging module supports the ability to send individual personalized messages to specific pagers directly from CAD. This module supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station.

---

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

Long Description: SunGard's interface to NotePage, Inc.'s PageGate software allows the CAD Paging module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

---

Part Number: CAD-INT-CRY

Description: CAD INTERFACE TO CRYWOLF

Long Description: This is a two way interface with the 3rd party CRYWOLF alarm product. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

---

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

---

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: Three (3) days of service related to CAD installation. Includes installation and initial configuration of CAD software and standard interfaces on the Customer server, as well as on-site installation of CAD on 5 workstations during a knowledge transfer session with the Customer. Initial CAD Audit.

---

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: 15 days of services related to CAD implementation, consisting of: Four (4) days of advisory consultation to assist with Customer questions and requests throughout the project Three periodic CAD data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (5 days total). Three (3) SunGard resources for two days each of on-site Go Live support. Support to be provided during weekday standard business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resources in a 24-hour period.

---

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-MAP-IMPL

Description: MAPPING IMPLEMENTATION

Long Description: Up to 9 days of services related to implementation of mapping for use with the ONESolution applications (CAD and/or RMS). Includes a minimum of three periodic map data audits conducted remotely (3 days), as well as assistance with creating and loading map layers (6 days).

Part Number: CAD-DSCVRY

Description: ONESolution CAD Discovery

Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: CAD-MGL

Description: ONESolution CAD Mock Go Live

Long Description: SunGard and the customer will jointly perform a mock Go-Live to exercise the ability to simulate and validate business work-flow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a pre-requisite deliverable.

Part Number: CAD-PROF-ADD

Description: CAD RESOURCE MONITOR TRAINING

Long Description: CAD Resource Monitor End User Training 1/2 Day.

Part Number: RMS-BASE-T8

Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-ACCIDENT-T1

Description: BASIC ACCIDENT MODULE - SITE LICENSE

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-WIZ-BASE-T1

Description: ACCIDENT WIZARD BASE SERVER LICENSE - SITE LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CANINE-T1

Description: CANINE TRACKING MODULE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: RMS-CAPLUS-T1

Description: CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE

Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives. Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.

Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

---

Part Number: RMS-CA-T2

Description: CRIME ANALYSIS MODULE - SITE LICENSE

Long Description: The Crime Analysis module provides the ability to pin map events from one or more RMS application modules simultaneously and identify high crime areas within defined geographic regions. This product includes forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

---

Part Number: RMS-MAP-T8

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

---

Part Number: RMS-GANG-T1

Description: GANG TRACKING MODULE - SITE LICENSE

Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

---

Part Number: RMS-INTELLIGENCE-T1

Description: INTELLIGENCE MODULE - SITE LICENSE

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

---

Part Number: RMS-LINK-T2

Description: LINK ANALYSIS MODULE - SITE LICENSE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a standalone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

---

Part Number: RMS-NTF-T8

Description: NOTIFICATION MODULE - SITE LICENSE

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data-related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

---

Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE - SITE LICENSE

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

---

Part Number: RMS-BAR HOST-T1

Description: BAR CODING SERVER LICENSE - SITE LICENSE

Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

---

Part Number: RMS-BAR-CLIENT-T1

Description: BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE

Long Description: SunGard's Bar-coding Client Software allows for the following business functions within the Property & Evidence module: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

---

Part Number: RMS-PSD-T1

Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SITE LICENSE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

---

Part Number: RMS-RSW-T1

Description: RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE

Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

---

Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE - SITE LICENSE

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

---

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING - SITE LICENSE

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.

- Each site must have a constant Internet connection to a Windows 2000 Workstation or server (minimum 256kbps

Bandwidth), not a dial-up to host their data.

- Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet.

---

Part Number: RMS-FLMAINT-T1

Description: FLEET MAINTENANCE MODULE - SITE LICENSE

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

---

Part Number: RMS-INV-LEADS

Description: INVESTIGATIVE LEADS MODULE - SITE LICENSE

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Records Management System (RMS) and Mobile Field Reporting (MFR) applications. The purpose of this module is to track investigative leads, tips on criminal activity, and follow-up activities that may or may not be under investigation by an agency. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries in RMS or MFR.

---

Part Number: RMS-POP-T1

Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE

Long Description: The Problem Oriented Policing module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

---

Part Number: RMS-QTRMSTR-T1

Description: QUARTERMASTER MODULE - SITE LICENSE

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface, allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue-once) items such as t-shirts and other clothing items or returnable, serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code

technology to facilitate the order filling process, generate reports on items at or below reorder point, track historical inventory issuance per item, and track preferred vendor information for each item. SunGard's Barcoding licensed separately.

---

Part Number: RMS-BIKE-T1

Description: BIKE REGISTRATION MODULE - SITE LICENSE

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

---

Part Number: RMS-PARK-T1

Description: PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE

Long Description: The Parking Ticket module allows users to record and search the details of each issued parking violation, including vehicle, owner and violation information. The module also tracks the payment status and application of late fees based upon agency defined policies.

---

Part Number: JMS-MUG-1

Description: MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE

Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard's specialized capture board is required. SunGard recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard.

---

Part Number: JMS-MS DISPLAY-50

Description: MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE

Long Description: This allows the Customer to view mugshots and create line-ups.

---

Part Number: RMS-RL-T1

Description: REMOTE LINEUP APPLICATION - SITE LICENSE

Long Description: The Remote Lineup Application allows users to create an 8 Image Lineup within RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

---

Policies from the NC Actual Innocence Commission are enforced with this application.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Five (5) days of services related to RMS server and application installation. Includes setting up the server with ONESolution and appropriate databases, as well as installation and initial configuration of RMS, P2P, and standard interfaces. Includes initial data audit. Also includes the on-site installation of RMS on 5 workstations during a knowledge transfer session with the Client.

---

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: Eleven (11) days of services for RMS implementation, consisting of: Three periodic RMS data audits, in which SunGard reviews and provides feedback on the Client's progress in configuration the application (4 days total). Two (2) days of advisory consultation to assist the Client with RMS questions and requests throughout the project. Three (3) SunGard resources (1 RMS consultant, 2 trainers) for two days each of on-site Go Live support. Support to be provided during standard weekday business hours (7 am-7 pm) and not to exceed 8 hours per resource in a 24-hour period.

---

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

---

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

---

Part Number: RMS-DET-TRN

Description: RMS TRAINING FOR INVESTIGATORS

Long Description: This course is intended for law enforcement investigators and detective supervisors who will be using RMS to track and manage cases. Class focuses on case management, searching in all RMS modules, and Investigator Dashboard.

Training includes 2 classroom days, plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: A high-level overview of the Records Management System intended for administrative users, command staff, and specialty module users. Designed to raise awareness of key application features and functions for personnel who may need to perform searches or generate reports but will not be routinely entering data in core RMS modules. Class duration = up to 1 day on-site plus one day of trainer preparation and follow-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On RMS modules to include:

RMS-P2P	1/2	Day
RMS-ACCIDENT	1/2	Day
RMS-BAR-CLIENT	1	Day
RMS-CA	1	Day
RMS-CANINE	1/2	Day
RMS-CAPLUS	1/2	Day
RMS-FLMAINT	1/2	Day
RMS-GANG	1	Day
RMS-INTELL	1/2	Day
RMS-INV-LEADS	1/2	Day
RMS-LINK	1/2	Day
RMS-NTF	1	Day
RMS-P&E	1	Day
RMS-POP	1/2	Day
RMS-PSD	1 1/2	Days
RMS-QTRMSTR	1	Day
RMS-RSW	1/2	Day
RMS-TRAIN	1/2	Day
RMS-BIKE	1/2	Day
RMS-PARK	1/2	Day
JMS-MUG	1/2	Day
JMS-MSDSP	1/2	Day
RMS-RL	2	Days

Part Number: RMS-DSCVRY

Description: ONESolution RMS Discovery

Long Description: Provide the client with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: RMS-MGL

Description: ONESolution RMS Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-SWI-T10

Description: MESSAGING SOFTWARE - SITE LICENSE

Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-Workstation messaging. Secondly, it supports State/NCIC queries from the Data Entry window. Responses from the State come back to the user in the message queue.

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic queries.

NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-SWI-S2S-T2

Description: SWITCH TO SWITCH - SITE LICENSE

Long Description: The S2S (Switch to Switch) module is designed to route Message Switch traffic, including car to car messages, RMS Name queries, and RMS Vehicle queries between two or more independent Message Switch applications. This feature allows for external agency returns of local data with a single query. With S2S in place, an agency running NCIC/State queries will also query connected agency(s)' RMS database for matching Names and Vehicles and return those results as an external response message.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

---

Part Number: MCT-BMS-T10

Description: BASE MOBILE SERVER SOFTWARE - SITE LICENSE

Long Description: Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

---

Part Number: MCT-MFR-REV-T10

Description: REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

---

Part Number: MCT-FREEDOM-SER

Description: ONESolution FREEDOM Server - SITE LICENSE

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

---

Part Number: MCT-FREEDOM-PREM

Description: ONESolution FREEDOM Premium - SITE LICENSE

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

FREEDOM Premium extends core Mobile Dispatch functionality onto the mobile phone or tablets of authorized Agency employees. Accessible anywhere in the field with a 3G signal or better, FREEDOM Premium provides key MCT functions. FREEDOM Premium carries this functionality further including:

- " All of the FREEDOM Base functions
- " BOLO Entry
- " Advanced CAD Query Functions: View Active Advisories, Active BOLO's, Event History Search, Holding Events, My Last 12 Hours of CFS, CAD Phone Directory, Residential Security Checks, SOP's, Out of Service Units, Stolen Vehicle Hot Sheet, RMS Incident Search
- " FireHouse Interface Capable
- " NCIC Query Capable
- " Additional Future Interface Capable
- " AVL Capable

---

Part Number: MCT-CLIENT-T11

Description: MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

---

Part Number: MCT-MAP-T11

Description: MCT CLIENT - MAPS - SITE LICENSE

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

---

Part Number: MCT-MFR-OFF-T11

Description: MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

---

Part Number: MCT-MFR-ACC-T11

Description: MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's Crash Wizard and Microsoft Visio.

---

Part Number: RMS-WIZ-CLIENT-T11

Description: ACCIDENT WIZARD WORKSTATION - SITE LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

---

Part Number: MCT-MFR-ARREST-T11

Description: MFR CLIENT - ARREST - SITE LICENSE

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-AFF-T11

Description: MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE

Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

---

Part Number: MCT-MFR-CITATION-T11

Description: MFR CLIENT - CITATION - SITE LICENSE

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

---

Part Number: MCT-MFR-FLMAINT-T1-10

Description: FLEET MAINTENANCE - SITE LICENSE

Long Description: The MFR Fleet Maintenance module is designed to replace the paper based fleet inspection function. The following capabilities are provided: Officers in the field can enter the condition of the equipment that has been assigned to the car on a daily basis. Users can enter and track vehicle condition including fuel, mileage, repairs need, and damage as well as track the condition of additional equipment assigned to the vehicle.

The Vehicle Inspection report can be printed in the field and also be pushed to RMS Fleet Inspection module

RMS Fleet Inspection module is a prerequisite for buying the MFR Fleet Inspection module.

---

Part Number: MCT-MFR-INVLEAD

Description: MFR INVESTIGATIVE LEADS - SITE LICENSE

Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Mobile Field Reporting (MFR) application. The purpose of this module is to allow the officer to generate and submit investigative leads, tips on criminal activity, and follow-up activities from the field to the Records Management System. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries.

---

Part Number: MCT-MFR-POP-T11

Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE

Long Description: Module includes the ability to create new Problem Oriented Policing records in MFR for submission to RMS. Allows the user to document follow-up activities on Problem Oriented Policing tasks. Requires licensing of RMS-POP.

---

Part Number: MCT-MFR-PARK-T11

Description: MFR CLIENT - PARKING TICKET - SITE LICENSE

Long Description: This module is located in the Mobile Field Reporting product line and extends the RMS Parking Module to the field. It allows for remote printing of tickets (with approved hardware). It does not include printing hardware. Requires licensing of RMS-PARK.

---

Part Number: MCT-MFR-CANINE-T1

Description: MFR CLIENT - CANINE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

---

Part Number: MCT-MFR-MBLN-CLIENT-T1

Description: MFR CLIENT- MOBLAN VERSION - SITE LICENSE

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

---

Part Number: MCT-AVL-HOST-T10

Description: AVL SERVER HOST LICENSE - SITE LICENSE



Long Description: This is the CAD Server License of SunGard OSS's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T10

Description: MCT CLIENT - AVL - SITE LICENSE

Long Description: SunGard OSS's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard OSS's AVL.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Two (2) days of services for installation and set-up of SunGard's Message Switch application software.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: Two (2) days of on-site services for AVL installation, configuration, and Administrator training.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Three (3) days of service related to installation of the SunGard mobile applications and consisting of:

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of advisory consultation to assist with Customer questions and requests throughout the project.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: Five (5) days of services for MCT implementation, consisting of:

Two (2) days for an on-site visit to configure MCT, conduct MCT Maintenance Training (for up to 6 participants or as determined by mutual agreement of SunGard and the Customer), and provide knowledge transfer on installation of MCT on 5 mobile computers.

Two (2) days of on-site Go Live support by one SunGard resource. Service to be provided during standard weekday business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per 24-hour period.

One (1) day of advisory consultation to provide assistance with Customer MCT questions and issues throughout the project.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of services for initial installation and configuration of MFR on the Customer server.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of services for advisory consultation providing assistance with Customer MFR questions and requests throughout the project.

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Up to three (3) days of on-site training assistance, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training, as well as assistance to agency instructors preparing to conduct MCT User Training. Maximum number of participants = 6.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting MFR User Training. Maximum number of participants = 6.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

MCT-MFR-ACC	1	Day
MCT-MFR-AFF	1/2	Day
MCT-MFR-ARREST	1/2	Day
MCT-MFR-CANINE	1/2	Day
MCT-MFR-CITATION	1/2	Day
MCT-MFR-INVLEAD	1/2	Day
MCT-MFR-PARK	1/2	Day
MCT-FREEDOM	1/2	Day

Part Number: MFR-PGL-CON

Description: MOBILE POST GO-LIVE CLOSE OUT

Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: MCT-MFR- DSCVRY

Description: ONESolution MCT/MFR Discovery

Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: MCT-MFR-MGL

Description: ONESolution MCT/MFR Mock Go Live

Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-PROF-ADD-TECH

Description: ADDITIONAL INSTALLATION SERVICES

Long Description: FREEDOM Server Installation

Part Number: MCT-PROF-ADD-TECH

Description: ADDITIONAL INSTALLATION SERVICES

Long Description: Switch to Switch Installation

Part Number: MCT-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: Switch to Switch Implementation

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard-provided Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn, Incidents, Gangs and Property information.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

---

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

Long Description: Utilize the Internet to host a portal for citizens to retrieve, enter, and print reports. Our P2C (Police to Citizen) application is a browser-based solution that provides a convenient solution for citizens. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, enter basic incident reports, perform simple searches, download reports, and complete applications online.

---

Part Number: INT-FTO-PREMISE

Description: FTO - SITE LICENSE

Long Description: FTO Module

---

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes two (2) days of services related to installation of OpCenter, consisting of server installation, followed by installation and configuration of the OpCenter application.

---

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Webinar for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 1 day.

---

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Three (3) days of services for installation and configuration of the P2C application. Includes time for Administrator training and consultation with the Customer.

---

Part Number: RMS-AM-INST

Description: FTO INSTALLATION

Long Description: Installation and setup of any add-on RMS modules that are purchased in addition to the base RMS Product. Message switch and mapping related items are not a part of this item.

---

Part Number: RMS-PROF-ADD

Description: FTO SYSTEM ADMIN TRAINING

Long Description: 1/2 day system admin training for FTO.

---

Part Number: RMS-PROF-ADD

Description: FTO USER TRAINING

Long Description: FTO End User Training 2 days.

---

#### ***Pay Agency and Related Pay Agency Services***

---

Part Number: SAT-PEBCK

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA520 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA520 Device Cradle
- (1) Unitech Capacitive Stylus for the PA520
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

---

Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware  
Long Description: Installation and configuration of SunGard's Bar Coding Hardware.

Part Number: MIC-VO

Description: Microsoft Visio 2013 Standard Edition

Long Description: Visio 2013 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the SunGard Accident Wizard module.

Currently SunGard only supports Visio 2010 with the Accident Wizard module. Since only Visio 2013 licenses are available at this time, customers should use the Microsoft Downgrade Rights Program to acquire the Visio 2010 installation media for use with our products.

Part Number: NOT-NPS

Description: Notepage PageGate Network Paging Software

Long Description: PageGate Software is a third party product provided by NotePage, Inc., that allows for multiple paging service providers to be used with SunGard's ONESolution CAD Paging Module. This package includes a 5,000 users license and the command Line ASCII Front End.

The Customer is responsible for the following:

- Providing a Com Port with modem and a dedicated phone line
- Paging providers must support TAPI protocol
- Obtain paging service from one or more providers
- Obtain the access numbers for sending alpha pages to the different paging providers
- Verifying TAPI protocol support from all page providers
- Build and configure all pagers inside of PageGate
- Build and configure pagers with units in CAD
- Consideration to group paging should be considered to reduce paging time

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: NOT-PC

Description: Notepage PageGate Connector

Long Description: Additional Connector Software for PageGate. Additional Connectors are recommended for customers that have more than 10 page recipients. One connector should be added for every 10 users on the system.

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: SAT-MWP

Description: Mugshot Capture Workstation Package

Long Description: Package includes the following:

- (1) Dell Optiplex workstation with 19.5" monitor
- (1) 3 year Dell ProSupport with NBD limited onsite service after remote diagnosis,
- (1) Frame Grabber USB video capture card,
- (1) Sony EVI-D100P digital camera (SON-DC),
- (1) 25' RCA coax video cable (SAT-MVC),
- (1) 25' Camera Control Cable.

Requires an available serial port to use keyboard control. Installation and configuration services require the workstation to be shipped to SunGard Public Sector. After configuration workstation is shipped to the client site. SunGard Public Sector remotely assists the client with the implementation unless on-site setup is specified in the contract

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Part Number: PS-TS

Description: Technical Services, Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and Initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software (If necessary)
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to the appropriate SunGard offices. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution CAD modules listed below:

(1)-Event History

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$17,400.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution RMS modules listed below:

(1)-Master Names, SMT, Phisc, no History (2)-Incidents (3)-Arrests (4)-Case Mgt. - Incident (Most Recent Only) (5)-Field Contact (6)-System Attachments

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$64,600.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

---

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system USA Software into the ONESolution RMS modules listed below:

(1)-Evidence

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe

specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Lexis Nexis into the ONESolution RMS modules listed below:

(1)-Citation (2)-Accident

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$25,000.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule.



Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Intelligent Solutions QuarterMaster into the ONESolution RMS modules listed below:

(1)-Quarter Master

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly

contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system EMCS Training Trak into the ONESolution RMS modules listed below:

(1)-Training & Certification

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: \$14,800.

#### Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs involved for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3<sup>rd</sup> party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (address ranges are required)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## GENERAL PROJECT CONDITIONS SUPPLEMENT

### General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY.
  - (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



## DATA ACCESS SUBSCRIPTION SUPPLEMENT

### 1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

- iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.
- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

**3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

**4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

**5. User Responsibilities.**

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing a SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain

alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
  - d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
  - e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).
- 6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

## SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

1. Additional Definitions.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Appendix 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component

System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Initial Annual Improvement Fees" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax

amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY**

IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective

date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

7. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

B) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## Appendix 1 TO THE SOFTWARE MAINTENANCE SUPPLEMENT

### Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.  A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

## EXHIBIT 2

### SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

#### MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner



**EXHIBIT 3**

**ADDITIONAL PROVISIONS**

1. SunGard represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. For the avoidance of doubt, the foregoing is subject to Section 4(d), Conditions on Providing Services.
2. All of the Services required hereunder shall be performed by SunGard or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.
3. SunGard agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by SunGard. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.
4. All of SunGard's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security. Such requirements shall be communicated to SunGard prior to SunGard entering City premises.
5. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by SunGard. SunGard shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is SunGard authorized to use the City's Tax Exemption Number in securing such materials.
6. Prior to execution of this Contract by the City SunGard shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that SunGard has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve SunGard of its liability and obligations under this Contract.
7. SunGard shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect SunGard from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by SunGard or by anyone directly employed by or contracting with SunGard.
8. SunGard shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect SunGard from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by SunGard or by anyone directly or indirectly employed by SunGard.
9. SunGard shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per section 440.02, Florida Statutes.
10. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by SunGard shall specifically include the City as an "Additional Insured."

11. SunGard shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise in connection with a claim asserted against the City by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent act or omission of SunGard, its agents, servants, or employees in the performance of services under this Agreement. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) City must promptly notify SunGard of any such claim; (ii) City must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) City must cooperate with SunGard to facilitate the settlement or defense of the claim.

12. Nothing contained in the above provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

13. SunGard shall continuously maintain adequate protection of all work in its possession from damage, and shall protect such work and the City's property in its possession from injury or loss arising during the term of the Agreement.

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

15. SunGard does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Agreement.

16. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto, with the mutual written agreement of the parties as provided below. Upon receipt by SunGard of the City's notification of a contemplated change, SunGard shall in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the SunGard's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, SunGard shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and SunGard shall NOT commence work on any such change until such written amendment is signed by SunGard and approved and executed by the City Manager for the City.

17. SunGard warrants to City that Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 4(d), Conditions on Providing Services. SunGard shall have no liability under this Section 17 unless, within thirty (30) days after the actual date of the delivery of the particular Services, SunGard receives notice from City describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 17 is to correct the error and reperform the particular Services affected as soon as reasonably practical at no additional charge.

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

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

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

21. SunGard shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 19.011(2), Florida Statutes, specifically agrees to:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT \_\_\_\_\_**

\_\_\_\_\_  
(telephone number, e-mail address, and mailing address ).(the above statement must be in at least 14-point boldfaced type).

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT**

**RIVIERA BEACH, FL**  
 ("Customer")

and

**SUPERION, LLC**  
 ("Superion")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution date of September 21, 2016, (the "Agreement"), expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and Superion, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of the Agreement.

The Agreement is amended and modified as follows:

- (a) The following Component System has been terminated from the Agreement ("Component System"):

Qty	Part #	Component System
1	RMS-POP-T1	Problem Oriented Policing Module – Site License

Superion has billed (Invoice# 129418&131146) and Customer paid the sum of Seven Thousand One Hundred Fifty-Six Dollars and Thirty-Three Cents (\$7,156.33) towards the purchase of the terminated Component System. Superion has also billed (Invoice# 126993) the sum of Two Thousand Three Hundred Eighty-Five Dollars and Forty-Four Cents (\$2,385.44) of which the Customer has paid no amounts. Superion agrees credit the Customer's account in the amount of Seven Thousand One Hundred Fifty-Six Dollars and Thirty-Three Cents (\$7,156.33) to be used towards the purchase of the additional License Fees and Services in the attached Exhibit 1. Superion absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Component System.

- (b) The added License Fees and Services: **See Exhibit 1**

3. Integration Provision. Except as expressly modified by this Amendment, the Agreements shall remain in full force and effect. As of the Execution Dates, the Agreements, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

**Riviera Beach, FL**

BY: \_\_\_\_\_

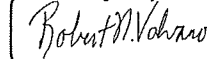
PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**Superion, LLC**

DocuSigned by:



BY: \_\_\_\_\_

PRINT NAME: Robert N Valvano

PRINT TITLE: CFO, Superion, LLC

DATE SIGNED: 5/4/2017



## Add-On Quote

**Quote Prepared By:**

Joe Beasley  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: (407) 304-3844 Fax:  
Email: joe.beasley@superion.com

Quote Date Valid Until  
Q-00027011 04/28/2017 07/27/2017

**Quote Prepared For:**

Michael Madden, Administration and Support Bureau Commander  
Riviera Beach Police Dept.  
600 W Blue Heron Blvd  
Riviera Beach, FL 33404  
(561) 845-4153

### License Fees

#### Computer-Aided Dispatch

Product Code	Product Name	Quantity	Ext Price	Maintenance
CAD-INT-ASAP	ONESolution Automated Secure Alarm Protocol Interface (ASAP)	1	15,000.00	2,400.00
		<b>Totals:</b>	<b>\$15,000.00</b>	<b>\$2,400.00</b>

#### Record Management

Product Code	Product Name	Quantity	Ext Price	Maintenance
RMS-CFS	ONESolution Calls For Service	1	2,400.00	384.00
		<b>Totals:</b>	<b>\$2,400.00</b>	<b>\$384.00</b>

### Third Party Annual Subscription Fees

Product Code	Product Name	Quantity	Ext Price
LB-FDH-AIR	LB Full Dead Head Air Usage	1	18,000.00
		<b>Totals:</b>	<b>\$18,000.00</b>

### Professional Services

#### Computer-Aided Dispatch

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
CAD-INT-ASAP	ONESolution Automated Secure Alarm Protocol Interface (ASAP)	Ext Price:	1,760.00	7,000.00	-	-	-	-	8,760.00
		<b>Totals:</b>	<b>\$1,760.00</b>	<b>\$7,000.00</b>	-	-	-	-	<b>\$8,760.00</b>

#### Record Management

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
RMS-CFS	ONESolution Calls For Service	Ext Price:	160.00	700.00	-	640.00	-	-	1,500.00

**Third Party**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
LB-IS	LB Telematics Implementation Services								
		Ext Price:	-	-	-	5,000.00	-	-	5,000.00
		<b>Totals:</b>	-	-	-	\$5,000.00	-	-	\$5,000.00

**Product & Services**

<b>License Fees:</b>	\$17,400.00
<b>Professional Services:</b>	\$10,260.00
<b>Third Party Annual Subscription Fees:</b>	\$18,000.00
<b>Third Party Professional Services:</b>	\$5,000.00
<b>Subtotal:</b>	\$50,660.00

**Discounts**

<b>License Fee Discount:</b>	\$3,900.00
<b>Professional Services Discount:</b>	\$1,500.00

**Product & Services Totals**

<b>Net License Fees:</b>	\$13,500.00
<b>Net Professional Services:</b>	\$8,760.00
<b>Net Third Party Annual Subscription Fees:</b>	\$18,000.00
<b>Net Third Party Professional Services:</b>	\$5,000.00
<b>Total:</b>	\$45,260.00
<b>Maintenance:</b>	\$2,784.00

**Product Notes**

LB-IS: Implementation services are performed by LB Technology, Inc. or LB Technology, Inc's contractor.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Amendment. Project Management Fees will be invoiced as one combined fee. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Amendment and 50% due upon Invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon Invoice, upon delivery.

Superior Application Annual Support (Maintenance): Customer is committed to the initial term of Maintenance for which the support fee is included in the License fee(s) and begins upon execution of this Amendment and extends for a twelve (12) month period. Subsequent terms of Maintenance will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of Maintenance will be due prior to the start of each term at the then prevailing rate. Except for the second term of Maintenance for which Superior is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** A resolution providing an update to City Council on the schedule and funding status of the Cunningham Park renovation project and other capital improvement projects; and providing an effective date.

---

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

---

<b>Originating Dept</b>	Public Works	<b>Costs</b>	\$0.00
<b>User Dept.</b>	Public Works	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	Fund <u>000</u> Dept/Division <u>0000</u> Org. <u>000</u> Object <u>0</u> Reporting Category: <u>0000</u>
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

The City has approximately \$27.5 million in capital improvement projects that are currently in various stages of the design, bid, and build process. Projects include Cunningham Park, Monroe Height/Avenue O road reconstruction, Riviera Beach Heights Community Center, West 11<sup>th</sup> – West 14<sup>th</sup> Street road reconstruction, Avenue H road reconstruction, and Singer Island road reconstruction. Some of the capital projects are being funded solely with City funds; however, there are three projects that are being partially funded from outside funding sources which include local grants and state appropriations. Projects utilizing outside funding mechanisms include Cunningham Park (approximately \$130,000 from Solid Waste Authority and Lowes), Monroe Heights/Avenue O (approximately \$450,000 from state appropriations), and Singer Island (\$150,000 from the South Florida Water Management District).

The Cunningham Park project has exceeded its project completion deadline; therefore, the City is required to submit a request for an extension to the Solid Waste Authority in an effort to not have the funds rescinded. Additionally, the Monroe Heights/Avenue O project is also in jeopardy of losing funding due to deadline concerns.

In an effort to avoid the loss of external funds and to continue with capital improvement efforts, staff requests that City Council accept the capital improvement projects update and authorize staff to issue bid solicitations for all capital improvement projects as the projects are submitted to Purchasing and deemed



sufficient for bid issuance.

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

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### ATTACHMENTS:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution_-_Cunningham_Park__other_Projects.doc	Resolution	5/10/2017	Resolution
COUNCIL_MEETING_5-17-17_(CUNNINGHAM_PARK).pdf	Presentation	5/10/2017	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Johnson, Brynt	Approved	5/10/2017 - 12:56 PM
City Clerk	Burgess, Jackie	Approved	5/10/2017 - 1:01 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:56 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING AN UPDATE TO CITY COUNCIL ON THE SCHEDULE AND FUNDING STATUS OF THE CUNNINGHAM PARK RENOVATION PROJECT AND OTHER CAPITAL IMPROVEMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has approximately \$27.5 million in capital improvement projects that are currently in various stages of the design, bid, and build process; and

**WHEREAS**, some of the capital improvement projects are being partially funded by outside funding sources such as local grants and state appropriations; and

**WHEREAS**, the grant from the Solid Waste Authority to partially fund the Cunningham Park renovation project is in jeopardy of being rescinded due to the project completion deadline not being met; and

**WHEREAS**, other capital projects also have outside funding sources that may be in jeopardy of being rescinded due to deadlines not being met.

**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 Council hereby accepts the update of the capital improvement projects and authorizes staff to submit an extension request to the Solid Waste Authority for the Cunningham Park project.

**SECTION 2.** That staff is authorized to issue bid solicitations for all capital improvement projects as the projects are submitted to Purchasing and deemed sufficient for bid issuance.

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
KaSHAMBA MILLER-ANDERSON  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TERENCE D. DAVIS  
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: \_\_\_\_\_

# PROJECTS UPDATE

REGULAR CITY COUNCIL MEETING

MAY 17, 2017

## Current Plan





# Features/Amenities

- Refinished Ball Courts
- Large Tot Lot with Shade Sail
- 1/3 Mile Paved and Lighted Pathway
- Two Large Pavilions (30'x52')
- 4 Picnic Shelters (16'x16')
- Benches Throughout
- Large Open Lawn Activity Areas
- New Restroom Building
- New Perimeter Fence
- Entry Flag Court and Monument Signage



RAM 16X24



GENTILE GLAS  
HOLLOWAY  
O'MAHONEY



# CUNNINGHAM PARK PROCESS MOVING FORWARD

Request an extension from SWA for grant funds totaling approximately \$100,000.

Competitively bid demolition of the existing restroom building and other hard surfaces.

Competitively bid the remainder of the project.

The phased approach will allow smaller businesses an opportunity to capture work involved with renovating the park.



# CURRENT STATUS OF PROJECTS

PROJECT NAME	STATUS	OUTSIDE FUNDING
Cunningham Park	Bid Ready	SWA and Lowes (Approx. \$130,000)
Monroe Heights (Ave. O)	Bid Ready	None
W. 11 <sup>th</sup> - W. 14 <sup>th</sup> St.	Bid Ready	None
Avenue "H"	June 6 <sup>th</sup> Bid Ready	State Appropriation (Approx. \$450,000)
Singer Island	June 6 <sup>th</sup> Bid Ready	SFWMD (\$150,000)
Riviera Beach Heights Community Center	Bid Ready	None

# END OF PRESENTATION

REQUESTING PERMISSION TO PROCEED  
WITH ISSUING SOLICITATIONS FOR  
CONSTRUCTION OF PROJECTS AS THEY  
BECOME BID READY.

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR

---

**Subject:** Transfer of funds for Parks and Recreation unbudgeted expenses

---

**Recommendation/Motion:** Authorize transfer of funds from reserves to Parks and Recreation FY 2017 budget.

---

**Originating Dept** Parks and Recreation  
Richard Blankenship  
561-845-4070

**Costs**

**User Dept.** Parks and Recreation

**Funding Source**

**Advertised** No

**Budget Account Number** AUTHORIZE TRANSFER OF FUNDS FROM RESERVES TO PARKS AND RECREATION FY 2017 BUDGET

**Date**

**Paper**

**Affected Parties** Not Required

---

**Background/Summary:**

In the first half FY 2017 the Parks and Recreation Department has experienced some circumstances/issues that required the expenditure of funds from within the Department budget for unbudgeted expenses. We now need to transfer funds from reserves so that we can finish the year operationally.

1) Hurricane Matthew- Based on the projected path of Hurricane Matthew the department had the shade sails removed at the beach. The cost of removing all sails and replacing the front sails was \$12,000.00. The shade sail over the playground had to be repaired before it could be re-installed. The cost of repair and replacement is \$9,900.00. The total cost of shade sail removal, repair and replacement was **\$21,900.00**. These expenses were not budgeted, nor are they covered by FEMA or insurance.

2) The Riviera Beach Chargers football program had 2 teams, the Junior Varsity and the Unlimited team go deep in the playoffs. The Junior Varsity team played in the National Championship tournament as well as the National Championship game. Both teams had overnight travel, lodging, food and other expenses as a part of their success. Staff had budgeted for the regular season and local playoffs but not for the regionals, sectionals and Nationals. The total cost of the playoffs was **\$35,572.00**. This included trips to Sarasota, Land O Lakes, Bradenton, St Cloud and Orlando Wide World of Sports for the National Championships. These expenses covered players, coaches, cheerleaders and staff.

3) Maintenance at the Municipal Beach- The Fy 2017 Parks and Recreation Budget did not include any monies for maintenance of the Municipal Beach Park. Based on concerns and complaints from the public the department took an aggressive approach to performing some task even though it was not budgeted. The task that were performed were: replace the swing set as it had structural failure and was not safe, replaced the guard tower rails on the beach as they had rotted and the tower was leaning and had become unsafe, replaced rules and regulations signage, replaced the dune delineation post and rope, repainted the shade sail support structures, repaired playground turf and climbing apparatus, repaired the shower towers, repaired and replaced restroom fixtures, trimmed all trees and replaced rusted picnic tables. We felt it important to get the repairs done for season so that residents and visitors would have a more enjoyable time at the beach. The cost of these repairs was **\$24,929.00**

4) In February the HVAC unit at Barracuda Bay failed and had to be replaced. There were no monies budgeted for this replacement. The cost of replacing the unit was **\$ 6,200.00**

The total amount of unbudgeted expenses is **\$ 88,601.00**

With 5 months remaining(our busiest months) in the fiscal year we need to transfer these funds back to Parks and Recreation so that we can stay ahead of maintenance, prepare properly for the upcoming football season and other programming.

#### **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
Recreation_and_Parks_Fund_Transferresolution.docx	Fund Transfer Resolution	5/1/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Recreation Park	Blankenship, Richard	Approved	5/1/2017 - 10:18 AM
Purchasing	Mealy, Dean	Approved	5/1/2017 - 10:50 AM
Finance	sherman, randy	Approved	5/5/2017 - 12:11 PM
Attorney	Degraffenreidt, Andrew	Approved	5/5/2017 - 2:25 PM
City Clerk	Burgess, Jackie	Approved	5/5/2017 - 3:51 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:44 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A BUDGET A TRANSFER OF \$88,601.00 FROM GENERAL FUND CONTINGENCY ACCOUNT TO VARIOUS RECREATION AND PARKS ACCOUNTS FOR UNEXPECTED EXPENSES RELATED TO TRAVEL AND REPAIRS AND MAINTENANCE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the first half of Fiscal Year 17 Parks and Recreation experienced circumstances that required the expenditure of funds from within the Department that were not budgeted;

**WHEREAS**, all preparation items for Hurricane Mathew may not be covered by FEMA, for example the cost of removing the shade sails; and

**WHEREAS**, the cost of the Riviera Beach Chargers football program sending teams deep into the playoffs, one all the way to the National Championship; and

**WHEREAS**, performing maintenance at the Municipal Beach Park for the safety and pleasure of residents and visitors; and

**WHEREAS**, replacing the failed HVAC unit at Barracuda Bay for the comfort of staff and visitors,

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

**SECTION 1:** That the City Council authorizes the transfer in the amount of \$88,601.00 from the General Fund's Contingency account to various Parks & Recreation accounts, as follows:

	<b><u>Department</u></b>	<b><u>Account Name</u></b>	<b><u>Account Number</u></b>	<b><u>Amount</u></b>
<b>From:</b>	General Administration	Contingency	001-0203-519-0-5999	(\$46,829.00)
<b>To:</b>	Parks Recreation	Repair & Maintenance Grounds	001-1236-572-0-4603	\$46,829.00

<b>From:</b>	General Administration	Contingency	001-0203-519-0-5999	(\$6,200.00)
<b>To:</b>	Parks Recreation	Repair & Maintenance Equipment	001-1236-572-0-4604	\$6,200.00
<b>From:</b>	General Administration	Contingency	001-0203-519-0-5999	(\$35,572.00)
<b>To:</b>	Parks Recreation	Overtime	001-1232-572-0- 1401	\$3,500.00
	Parks Recreation	Travel	001-1232-572-0- 4001	\$23,149.00
	Parks Recreation	Team Food and Lodging	001-1232-572-0- 5509	\$8,923.00

**SECTION 2.** That the Mayor and City Clerk are authorized to execute the budget transfer.

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

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

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**KASHAMBA MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

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

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**TERRENCE E. DAVIS**  
**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

-----

DATE: \_\_\_\_\_



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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR RESOLUTION

---

**Subject:** Add transportation services for students attending Mary McLeod Bethune Elementary and West Riviera Elementary Schools

---

**Recommendation/Motion:** Adopt resolution as presented

---

<b>Originating Dept</b>	Parks and Recreation Richard Blankenship 561-845-3411	<b>Costs</b>
<b>User Dept.</b>		<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

Presently there are approximately 120 students that reside in the Silver Beach Road and Barrack Obama Hwy. area that are forced to find private transportation or walk to and from Mary McLeod Bethune Elementary School. While portions of this area may be within the 2 mile requirement for the Palm Beach County Schools Bussing system the conditions that these students endure are unsafe and unnecessary. Students have to cross several intersections including Blue Heron Blvd.as well as traverse areas of the city that may be challenging to an adult much less a kindergartener.

The students in Stoneybrook complex face a similar fate while trying to get to West Riviera Elementary School. Martin Luther King Jr. Blvd is 8 lanes of mostly Port traffic, large trucks coming to and from the Port. Students have sidewalk for some of their walk but they also must cross busy intersections and walk some areas that do not have sidewalks.

The purpose of this resolution is to strongly encourage the Palm Beach County School District to add bus service for these two areas for the safety of Riviera Beach students.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
resolutionschoolbusfinal.doc	Schooltransportation	5/10/2017	Cover Memo

#### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Purchasing	Evans, Jonathan	Approved	5/10/2017 - 8:04 PM

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPEALING TO THE SCHOOL DISTRICT OF PALM BEACH COUNTY FOR THE PROVISION OF BUS TRANSPORTATION SERVICES ON BEHALF OF CERTAIN STUDENTS WHO ATTEND WEST RIVIERA BEACH ELEMENTARY SCHOOL AND MARY MCLEOD BETHUNE ELEMENTARY SCHOOL; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach is interested and engaged in the academic improvement and success of its school-aged residents; and

**WHEREAS**, the City is aware of a multitude of challenges that students who reside in the City are faced with on a daily basis such as the absence of assigned bus transportation services to and from school; and

**WHEREAS**, there are nearly 120 students who attend Mary McLeod Bethune Elementary School and live on or near the Silver Beach Road and Old Dixie Highway areas; and

**WHEREAS**, there are approximately an additional 120 students who attend West Riviera Elementary School and live in the Stonybrook Apartments located on Martin Luther King, Jr. Boulevard; and

**WHEREAS**, all of these elementary-aged students are required to either walk or utilize private transportation to travel to and from these particular geographic areas of the City regardless of adverse weather or unsafe road and traffic conditions; and

**WHEREAS**, the City of Riviera Beach is poised to advocate, encourage and instill any resources which serve to realize progress for the removal of such hazardous pedestrian experiences for these certain young children.

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

**SECTION 1.** The City Council strongly implores the School District of Palm Beach County to work towards the inclusion of school bus transportation services for the students who reside in the Silver Beach Road and Old Dixie Highway areas of the City and attend Mary McLeod Bethune Elementary School.

**SECTION 2.** The City Council also strongly implores the School District of Palm Beach County to work towards the inclusion of school bus transportation services for the students who reside in the Stonybrook Apartments Development and attend West Riviera Elementary School.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**  
**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 2**

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**KASHAMBA L. MILLER-ANDERSON**  
**CHAIRPERSON**

**ATTEST:**

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

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**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:** \_\_\_\_\_

DRAFT

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

**Meeting Date:** 5/17/2017

**Agenda Category:** REGULAR DISCUSSION AND DELIBERATION

---

**Subject:** Approval to waive fees for usage of Barracuda Bay Aquatics Complex for incentive trips for Palm Beach County School District Elementary, Middle and High Schools in Riviera Beach

---

**Recommendation/Motion:** Approve the waiver of fees for the use of Barracuda Bay Aquatics Complex for Incentive field trips during the school year for Palm Beach County School District Elementary, Middle and High Schools in Riviera Beach.

---

<b>Originating Dept</b>	Parks and Recreation Richard Blankenship 561-845-3411	<b>Costs</b>
<b>User Dept.</b>	Parks and Recreation	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

At the April 27, 2017 Education Forum at JFK Middle School, it was identified that one way the City and Parks and Recreation Department can assist schools on their improvement efforts is to waive the fees that are charged at Barracuda Bay for exclusive use of the facility as well as the entry fee. This would be for school incentive trips only.

This does have a financial impact on the department. The loss in revenue is approximately \$200 per booking and the cost of Lifeguards depends on the length of booking and the number of participants but on average the cost is approximately \$300 per booking. We would anticipate 10 bookings per school year. This use would only be during the school day, therefore not impacting other revenue generating programs.

There is a mutual use interlocal agreement with the school district that identifies use of Barracuda Bay by the district but does not waive fees.

<b>Fiscal Years</b>	2017	2018
---------------------	------	------

<b>Capital Expenditures</b>		
<b>Operating Costs</b>	1500	3000.00
<b>External Revenues</b>		
<b>Program Income (city)</b>	1000.00	2000.00
<b>In-kind Match (city)</b>		
<b>Net Fiscal Impact</b>		
<b>NO. Additional FTE Positions (cumulative)</b>		

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### REVIEWERS:

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Recreation Park	Blankenship, Richard	Approved	5/1/2017 - 10:18 AM
Purchasing	Mealy, Dean	Approved	5/1/2017 - 10:50 AM
Finance	sherman, randy	Approved	5/5/2017 - 12:13 PM
Attorney	Degraffenreidt, Andrew	Approved	5/5/2017 - 2:26 PM
City Clerk	Burgess, Jackie	Approved	5/5/2017 - 3:47 PM
City Manager	Evans, Jonathan	Approved	5/10/2017 - 6:43 PM

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

**Meeting Date:** 5/17/2017

**Agenda Category:** DISCUSSION AND DELIBERATION

---

**Subject:** Reinstatement of the Civil Service Board

---

**Recommendation/Motion:** Approval of the Reinstatement of the Civil Service Board directing the City Manager and the HR Director to advertise for qualified participants, i.e. individuals experience in Human resources, previous civil service board members, personnel policies and procedures and former mediators of employment matters.

---

<b>Originating Dept</b>	Legislative / Councilwoman Lynne L. Hubbard	<b>Costs</b>
<b>User Dept.</b>	ALL/HR	<b>Funding Source</b>
<b>Advertised</b>	Yes	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

On July 20, 2016, Councilwoman Lynne Hubbard brought this item forward to be discussed.

In a continuing effort to improve, encourage and promote confidence and to change the culture of the way we operate and do business in the city, I am bringing this item back. In the current climate that we are experiencing, we need this avenue to be accessible to our employees, now more than ever.

Human Resources brought a proposed plan before the Council that would cost approximately \$94,000 and suggested several proposed items that would be needed that are not quite necessary.

First, there would be no need to hire a senior staff assistant as a staff assistant with excellent typing skills can be utilized. This individual could be used from the Human Resources Department or from another department within the City or through a Temporary Pool. The suggestion of the need to have a senior staff assistant attend each board meeting is also not necessary if the board meetings are recorded. The recorded DVD can be used to transcribe the minutes of the board meetings and the DVD retained in the official records of the City for permanent record of detailed discussions held.

Second, the proposed suggestion to have both an attorney, and a hearing officer attend the meetings may not be necessary. A hearing officer will be needed only when there is a dispute based on a grievance submitted by an employee that may escalate due to action taken against that employee that the employee may not agree with or if the employee chooses arbitration. At that point, a hearing officer will be necessary to act as an administrative judge to resolve the dispute and therefore, this individual



can be paid on an as needed basis. On the other hand, an attorney may be required to attend the board meetings in the event questions may arise that may require legal input or direction.

The professional HR service contractors that are being retained can also offer some suggestions on procedures that might streamline the process as well as offer more fairness in the process.

**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**  
City Manager

**Reviewer**  
Evans, Jonathan

**Action**  
Approved

**Date**  
5/10/2017 - 8:08 PM

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

**Meeting Date:** 5/17/2017

**Agenda Category:** DISCUSSION AND DELIBERATION

---

City Manager Evaluation Criteria

**Subject:**

---

**Recommendation/Motion:** Staff recommends Council adopt a performance evaluation matrix, as well as, set a date for the evaluation of the city manager.

---

**Originating Dept** EXECUTIVE

**Costs**

**User Dept.** CITY COUNCIL / EXECUTIVE

**Funding Source**

**Advertised** No

**Budget Account Number**

**Date**

**Paper**

**Affected Parties** Not Required

---

**Background/Summary:**

This agenda item is intended to provide the criteria by which the assessment of the City Manager's performance evaluation will be structured. On February 15, 2017, the City of Riviera Beach and the city manager, Jonathan Evans entered into an agreement whereby, within 30 days effective of the agreement signed, both parties will mutually discuss the criteria to evaluate the city manager as part of the contractual obligation stipulated in section 2, subsection B of the agreement. The city manager began his employment with the city on Monday, March 20, 2017, at 8 AM. The city manager has proffered example performance evaluations that are attached to this agenda item. Attached, you will find (2) evaluation forms that have been proffered by the Florida City/County Management Association (FCCMA), of which Mr. Evans is a member, and is the professional association that most professional administrators within the state of Florida belong to. Furthermore, the evaluation forms provided were developed by the communications committee, of which Mr. Evans was a co-chair of, as a member of the Board of Directors of this Association. The two forms offered are: a top level dimension evaluation form, a narrative evaluation form, and a performance dimension. The evaluations rate on a Likert scale from 1-unsatisfactory, to 5- excellent; topics are broken into sections applicable to city operations. The categories are as follows: professional skills and expertise, council/commission relations, citizen and public relations, policy execution, intergovernmental relations, staff and management, fiscal management, planning and organizational development, leadership and decision-making, and, lastly, individual characteristics. Based on scores in each of these individual sections, a total score is derived, divided by the total number of points available in each section and an average is computed thus, ranking the city manager's performance. This particular item is intended to adopt a standard in which the city manager will be evaluated, as well as, when the manager's evaluation should occur. It is recommended that the evaluation of the administrator occur 30 days prior to or 30 days after the anniversary of the manager's

start date. Furthermore, this item is to be placed on the agenda in the appropriate section, and to ensure that the public is notified in accordance with existing organizational policies and applicable state statutes.

At this time, staff recommends that the Council act to adopt a performance evaluation matrix, as well as set a date for the evaluation of the city manager.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions  
(cumulative)**

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
------------------	--------------------	--------------------	-------------

Sample-Manager-Evaluation-Combined-Rated-by-Top-Level-Dimension.pdf	Sample Manager Evaluation Combined Rated by Top Level Dimension	4/10/2017	Cover Memo
Sample-Manager-Evaluation-Performance-Dimensions-Rated____.pdf	Sample - Manager Evaluation Performance Dimensions Rated	4/10/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Mitchell, Dorothy	Approved	5/2/2017 - 2:12 PM



# OKLAWAHA COUNTY, FLORIDA

---

## City/County Manager Performance Evaluation

City/County Manager's Name: \_\_\_\_\_

Council Member/Commissioner's Name: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_

Evaluation Date: \_\_\_\_\_

---

### Evaluation Instructions:

This form shall be completed by each member of the Council/Commission to evaluate the City/County Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

- |                            |  |
|----------------------------|--|
| <b>5 – EXCELLENT:</b>      | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.  |
| <b>4 – SUPERIOR:</b>       | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.       |
| <b>3 – SATISFACTORY:</b>   | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.                          |
| <b>2 – FAIR:</b>           | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| <b>1 – UNSATISFACTORY:</b> | The incumbent frequently fails to meet minimum performance expectations.   |

### Timeline:

- |  |   |
|--|---|
| First regularly scheduled meeting in October:  | <ul style="list-style-type: none"><li>• Manager presents the Annual Report to the Council/Commission</li><li>• Chairman distributes the City/County Manager's performance evaluation form</li></ul>                   |
| Second regularly scheduled meeting in October: | <ul style="list-style-type: none"><li>• Deadline for completion of the performance evaluation form</li><li>• Commissioners are encouraged to meet with the manager to individually discuss their evaluation</li></ul> |
| First regularly scheduled meeting in November: | <ul style="list-style-type: none"><li>• The compilation of the manager's evaluation and any merit percentage increase recommended by the Chairman are presented for ratification by the Council/Commission</li></ul>  |



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

### Performance Dimensions:

<b>1. Professional Skills and Expertise</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Is knowledgeable of current developments affecting the management field and affecting local governments.</li><li>b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.</li><li>c. Anticipates problems and develops effective approaches for solving them.</li><li>d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.</li><li>e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.</li></ul>	
<b>Comments:</b>	

<b>2. Council/Commission Relations</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Carries out directives of the Board as a whole rather than those of any one Board member.</li><li>b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.</li><li>c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.</li><li>d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.</li><li>e. Is willing to try new ideas proposed by Board members.</li></ul>	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

<b>3. Citizen and Public Relations</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.</li><li>b. Is willing to meet with members of the community and is responsive to their concerns.</li><li>c. Demonstrates a dedication to service to the community and its citizens.</li><li>d. Expresses information orally in a clear and concise manner when making public presentations.</li><li>e. Is skillful with the news media, proactively providing information that is important to the public.</li></ul>	
<b>Comments:</b>	

<b>4. Policy Execution</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.</li><li>b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.</li><li>c. Implements Board actions in accordance with the intent of the Board.</li><li>d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.</li><li>e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.</li></ul>	
<b>Comments:</b>	





# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

<b>5. Intergovernmental Relations</b>	<b>Overall Rating: _____ of 5</b>
<p>a. Promotes a positive working relationship with other governmental entities.</p> <p>b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.</p> <p>c. Positively and effectively represents the organization and its interests when working with other governmental agencies.</p> <p>d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.</p> <p>e. Is willing to share resources or information with other governmental agencies as appropriate.</p>	
<b>Comments:</b>	

<b>6. Staffing and Management</b>	<b>Overall Rating: _____ of 5</b>
<p>a. Recruits and retains competent personnel for County positions.</p> <p>b. Is aware of staff weaknesses and works to improve their performance.</p> <p>c. Promotes training and development opportunities for employees at all levels of the organization.</p> <p>d. Stays accurately informed and concerned about employee relations.</p> <p>e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.</p>	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

<b>7. Fiscal Management</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Prepares a balanced budget to provide services at a level directed by the Board.</li><li>b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.</li><li>c. Prepares the budget in an intelligent but readable format.</li><li>d. Submits the proposed budget in a timely manner that allows for an appropriate review period.</li><li>e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.</li></ul>	
<b>Comments:</b>	

<b>8. Planning and Organizational Development</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.</li><li>b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.</li><li>c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.</li><li>d. Has a capacity for and encourages innovation.</li><li>e. Reviews ordinances, policies, and procedures periodically to suggest improvements.</li></ul>	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

<b>9. Leadership and Decision-Making</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.</li><li>b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.</li><li>c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.</li><li>d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.</li><li>e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.</li></ul>	
<b>Comments:</b>	

<b>10. Individual Characteristics</b>	<b>Overall Rating: _____ of 5</b>
<ul style="list-style-type: none"><li>a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.</li><li>b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.</li><li>c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.</li><li>d. Has the capacity to listen to others and to recognize their interests.</li><li>e. Avoids political positions, partisanship, and unnecessary controversy.</li></ul>	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

### Summary:

Performance Dimension:	Overall Rating:
1. Professional Skills and Expertise	_____ of 5
2. Council/Commission Relations	_____ of 5
3. Citizen and Public Relations	_____ of 5
4. Policy Execution	_____ of 5
5. Intergovernmental Relations	_____ of 5
6. Staffing and Management	_____ of 5
7. Fiscal Management	_____ of 5
8. Planning and Organizational Development	_____ of 5
9. Leadership and Decision-Making	_____ of 5
10. Individual Characteristics	_____ of 5

Total Score: \_\_\_\_\_ of 50

*Divide by 10 (total number of metrics)*

**Total Average Rating:** \_\_\_\_\_ **of 5**

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# OKLAWAHA COUNTY, FLORIDA

---

## City/County Manager Performance Evaluation

---

### Additional Narrative Evaluation:

<b>1. In your opinion, what are the manager's top successes or achievements during the evaluation period?</b>
---

<b>Response:</b>	
------------------	--

<b>2. What strengths has the manager demonstrated that have been most helpful to you as a council member/commissioner during the evaluation period? (Feel free to be general or include specific issues or projects which benefited from the manager's leadership.)</b>
---

<b>Response:</b>	
------------------	--

<b>3. What performance areas would you identify as needing improvement? Why?</b>
--

<b>Response:</b>	
------------------	--



# OKLAWAHA COUNTY, FLORIDA

---

## City/County Manager Performance Evaluation

---

4. What constructive, positive ideas can you offer the manager to enhance performance?

Response:

5. What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

Response:



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

City/County Manager's Name: \_\_\_\_\_

Council Member/Commissioner's Name: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

to \_\_\_\_\_

Evaluation Date: \_\_\_\_\_

### Evaluation Instructions:

This form shall be completed by each member of the Council/Commission to evaluate the City/County Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

- |                            |  |
|----------------------------|--|
| <b>5 – EXCELLENT:</b>      | The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.  |
| <b>4 – SUPERIOR:</b>       | The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.       |
| <b>3 – SATISFACTORY:</b>   | The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.                          |
| <b>2 – FAIR:</b>           | The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance. |
| <b>1 – UNSATISFACTORY:</b> | The incumbent frequently fails to meet minimum performance expectations.   |

### Timeline:

- |  |  |
|--|--|
| First regularly scheduled meeting in October:  | <ul style="list-style-type: none"> <li>• Manager presents the Annual Report to the Council/Commission</li> <li>• Chairman distributes the City/County Manager's performance evaluation form</li> </ul>                   |
| Second regularly scheduled meeting in October: | <ul style="list-style-type: none"> <li>• Deadline for completion of the performance evaluation form</li> <li>• Commissioners are encouraged to meet with the manager to individually discuss their evaluation</li> </ul> |
| First regularly scheduled meeting in November: | <ul style="list-style-type: none"> <li>• The compilation of the manager's evaluation and any merit percentage increase recommended by the Chairman are</li> </ul>  |



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

presented for ratification by the Council/Commission

### Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	_____ of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	_____ of 5
c. Anticipates problems and develops effective approaches for solving them.	_____ of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	_____ of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	

2. Council/Commission Relations	Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.	_____ of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.	_____ of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	_____ of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	_____ of 5
e. Is willing to try new ideas proposed by Board members.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	





# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	_____ of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	_____ of 5
c. Demonstrates a dedication to service to the community and its citizens.	_____ of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	_____ of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	_____ of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.	_____ of 5
c. Implements Board actions in accordance with the intent of the Board.	_____ of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	_____ of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

5. Intergovernmental Relations		Rating:
a.	Promotes a positive working relationship with other governmental entities.	_____ of 5
b.	Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	_____ of 5
c.	Positively and effectively represents the organization and its interests when working with other governmental agencies.	_____ of 5
d.	Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	_____ of 5
e.	Is willing to share resources or information with other governmental agencies as appropriate.	_____ of 5
<b>Total Rating for this Performance Dimension:</b>		_____ of 25
<b>Comments:</b>		

6. Staffing and Management		Rating:
a.	Recruits and retains competent personnel for County positions.	_____ of 5
b.	Is aware of staff weaknesses and works to improve their performance.	_____ of 5
c.	Promotes training and development opportunities for employees at all levels of the organization.	_____ of 5
d.	Stays accurately informed and concerned about employee relations.	_____ of 5
e.	Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	_____ of 5
<b>Total Rating for this Performance Dimension:</b>		_____ of 25
<b>Comments:</b>		



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

7. Fiscal Management		Rating:
a.	Prepares a balanced budget to provide services at a level directed by the Board.	_____ of 5
b.	Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	_____ of 5
c.	Prepares the budget in an intelligent but readable format.	_____ of 5
d.	Submits the proposed budget in a timely manner that allows for an appropriate review period.	_____ of 5
e.	Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	_____ of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		

8. Planning and Organizational Development		Rating:
a.	Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	_____ of 5
b.	Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	_____ of 5
c.	Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	_____ of 5
d.	Has a capacity for and encourages innovation.	_____ of 5
e.	Reviews ordinances, policies, and procedures periodically to suggest improvements.	_____ of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	_____ of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	_____ of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	_____ of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	_____ of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	_____ of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	_____ of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	_____ of 5
d. Has the capacity to listen to others and to recognize their interests.	_____ of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	



# OKLAWAHA COUNTY, FLORIDA

## City/County Manager Performance Evaluation

### Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	_____	of 25
2. Council/Commission Relations	_____	of 25
3. Citizen and Public Relations	_____	of 25
4. Policy Execution	_____	of 25
5. Intergovernmental Relations	_____	of 25
6. Staffing and Management	_____	of 25
7. Fiscal Management	_____	of 25
8. Planning and Organizational Development	_____	of 25
9. Leadership and Decision-Making	_____	of 25
10. Individual Characteristics	_____	of 25

Total Score: \_\_\_\_\_ of 250

*Divide by 50 (total number of metrics)*

**Total Average Rating:** \_\_\_\_\_ **of 5**

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_