



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

NOTICE

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

MAYOR

RONNIE L. FELDER

CHAIRPERSON

SHIRLEY D. LANIER - DISTRICT 3

CHAIR PRO-TEM

KASHAMBA MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

TRADRICK MCCOY - DISTRICT 1

DOUGLAS A. LAWSON - DISTRICT 5

JULIA A. BOTEL - DISTRICT 4

ADMINISTRATION

CITY MANAGER, JONATHAN EVANS

CLAUDENE L. ANTHONY, CMC, CITY CLERK

DAWN S. WYNN, CITY ATTORNEY

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

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

LOBBYING - ORDINANCE 4001 - ADOPTED SEPTEMBER 2011

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

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM PLEASE COMPLETE A PINK PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA AND THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE CITY COUNCIL BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval

Additions, Deletions, Substitutions

Disclosures

Adoption of Agenda

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

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON

SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

1. **JULY 29, 2021 SPECIAL CITY COUNCIL MEETING MINUTES**

2. **AUGUST 4, 2021 CITY COUNCIL MEETING MINUTES**

CLAUDENE L. ANTHONY, CITY CLERK (561) 845-4090

RESOLUTIONS

END OF CONSENT AGENDA

UNFINISHED BUSINESS

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

3. **13TH STREET TRAFFIC CALMING UPDATE**

TERRANCE BAILEY, CITY ENGINEER, 561-845-3472

4. **PRESENTATION AND AWARDS FOR COMMUNITY SERVICE ACTIVITIES TO IRENE VAIL AND RILEY HALL**

MAYOR RONNIE FELDER, 845-4145

PUBLIC HEARINGS

ORDINANCES ON SECOND AND FINAL READING

5. **ORDINANCE NUMBER 4174 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "ZONING", ARTICLE 1, "IN GENERAL", SECTION 31-1, "DEFINITIONS", BY AMENDING THE DEFINITION OF "HEIGHT OF BUILDING" TO READ "HEIGHT OF BUILDING MEANS THE VERTICAL DISTANCE MEASURED FROM THE MINIMUM REQUIRED FLOOR OR 18 INCHES ABOVE THE CROWN OF THE ROAD TO (A) THE HIGHEST POINT OF A FLAT ROOF; (B) THE DECK LINE OF A MANSARD ROOF; (C)**

THE AVERAGE HEIGHT BETWEEN EAVES AND RIDGE FOR GABLE, HIP, AND GAMBREL ROOFS; OR (D) THE AVERAGE HEIGHT BETWEEN HIGH AND LOW POINTS FOR A SHED ROOF. PARAPET WALLS INTENDED TO PROVIDE SCREENING FOR ROOFTOP MECHANICALS MAY EXTEND NOT MORE THAN 5 FEET ABOVE THE ALLOWABLE HEIGHT OF A BUILDING.”; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CLARENCE SIRMONS, DIRECTOR OF
DEVELOPMENTAL SERVICES, 561-845-4060

6. ORDINANCE NO. 4175 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY’S CODE OF ORDINANCES ENTITLED “FLOODPLAIN MANAGEMENT”, IN ORDER TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO REPEAL CHAPTER 25 EXHIBIT A; PROVIDING FOR APPLICABILITY, REPEAL OF LAWS IN CONFLICT, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CLARENCE SIRMONS, DIRECTOR OF
DEVELOPMENTAL SERVICES, 561-845-4060

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

Please be reminded the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings" which has been posted at the front desk. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker or attendee removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

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

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

comments section is announced.

ITEMS TABLED

REGULAR

7. RESOLUTION NUMBER 97-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE PALM BEACH COUNTY FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR \$755,297, TO ASSIST WITH FUNDING THREE PROJECTS WITHIN THE CITY OF RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ASSISTANT CITY MANAGER, 561-812-6590

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF RIVIERA BEACH (CITY) FOR THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS, AND PROVIDING AN EFFECTIVE DATE.

RANDY M. SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES 561-845-4040

9. RESOLUTION NUMBER 91-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CAREERSOURCE PALM BEACH COUNTY, INC., TO PROVIDE ON-SITE CAREER SERVICES AT THE RIVIERA BEACH PUBLIC LIBRARY TO CITY RESIDENTS AND OTHERS SEEKING EMPLOYMENT; PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

RODNEY FREEMAN, LIBRARY DIRECTOR, 561-845-4196

10. RESOLUTION NUMBER 92-21 A RESOLUTION OF THE

**CITY COUNCIL OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA, APPROVING THE FY
2021-2026 LONG-RANGE STRATEGIC PLAN FOR THE
RIVIERA BEACH PUBLIC LIBRARY, FULFILLING A
REQUIREMENT FOR SUBMITTAL OF THE ANNUAL
STATE AID TO LIBRARIES GRANT FUNDS
APPLICATION; AND PROVIDING AN EFFECTIVE DATE.**

RODNEY FREEMAN, LIBRARY DIRECTOR, 561-845-4196

DISCUSSION AND DELIBERATION

BOARD APPOINTMENTS

- 11. REAPPOINTMENT OF ONE (1) ACTIVE MEMBER OF
THE CITY'S LIBRARY ADVISORY BOARD.**

**RODNEY E. FREEMAN, LIBRARY DIRECTOR, 561-845-
4196**

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: 9/1/2021

Agenda Category: CONSENT

Subject: JULY 29, 2021 SPECIAL CITY COUNCIL MEETING MINUTES

Recommendation/Motion: STAFF RECOMMENDS APPROVAL OF THE JULY 29, 2021
SPECIAL CITY COUNCIL MEETING MINUTES

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

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
29JUL21_SCCM.pdf	JULY 29, 2021 SPECIAL CITY COUNCIL MEETING MINUTES	8/19/2021	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	8/19/2021 - 12:57 PM

Riviera Beach Special City Council Meeting

Marina Event Center - 190 E. 13th Street

Riviera Beach, Florida 33404

July 29, 2021

APPEARANCES:

Mayor Ronnie L. Felder

Chair Shirley D. Lanier

Chair Pro-Tem KaShamba Miller-Anderson

Councilperson Julia A. Botel

Councilperson Douglas A. Lawson

Councilperson Tradrick McCoy

City Manager Jonathan Evans

City Clerk Claudene L. Anthony, CMC

City Attorney Dawn S. Wynn

1 CHAIR LANIER: We're going to call the
2 meeting to order for the regular -- Special City
3 Council Meeting for July 29th, 2021. The time is
4 5:35 p.m.

5 Roll call, Madam Clerk.

6 THE CLERK: Mayor Ronnie Felder.

7 MAYOR FELDER: Here.

8 THE CLERK: Chairperson Shirley Lanier.

9 CHAIR LANIER: Here.

10 THE CLERK: Chair Pro Tem KaShamba
11 Miller-Anderson.

12 CHAIR PRO TEM MILLER-ANDERSON: Present.

13 THE CLERK: Councilperson Tradrick McCoy.

14 COUNCILPERSON McCOY: Here.

15 THE CLERK: Councilperson Douglas Lawson.

16 COUNCILPERSON LAWSON: Here.

17 THE CLERK: Councilperson Julia Botel.

18 COUNCILPERSON BOTEL: Here.

19 THE CLERK: City Manager Jonathan Evans.

20 CITY MANAGER: Present.

21 THE CLERK: City Clerk Claudene Anthony is
22 present.

23 City Attorney Dawn Wynn.

24 CITY ATTORNEY WYNN: Here.

25 THE CLERK: Thank you, Madam Chair.

1 CHAIR LANIER: Thank you. We will have --
2 stand for a moment of silence and the Pledge of
3 Allegiance by Councilman Tradrick McCoy.

4 (Moment of silence. Pledge of Allegiance recited.)

5 CHAIR LANIER: Do we have any additions,
6 deletions or substitutions for this agenda item,
7 this agenda tonight?

8 CITY MANAGER: None from staff, Madam Chair.

9 CHAIR LANIER: Very good.

10 Are there any disclosures by Council in
11 regards to the item that's on the agenda tonight?

12 COUNCILPERSON BOTEL: No.

13 CHAIR LANIER: Very good.

14 Can I get a motion to adopt the agenda?

15 COUNCILPERSON BOTEL: Motion to adopt the
16 agenda.

17 COUNCILPERSON LAWSON: Second.

18 CHAIR LANIER: Madam Clerk.

19 THE CLERK: Councilperson McCoy.

20 COUNCILPERSON McCOY: Yes.

21 THE CLERK: Councilperson Botel.

22 COUNCILPERSON BOTEL: Yes.

23 THE CLERK: Councilperson Lawson.

24 COUNCILPERSON LAWSON: Yes.

25 THE CLERK: Pro Tem Miller-Anderson.

1 CHAIR PRO TEM MILLER-ANDERSON: Yes.

2 THE CLERK: Chair Lanier.

3 CHAIR LANIER: Yes.

4 THE CLERK: Madam Chair, do you want me to
5 announce the result of the vote or are you going to
6 do it or --

7 CHAIR LANIER: The approval of the agenda was
8 approved five zero.

9 There is no consent agenda for this agenda
10 tonight. We will go into our regular council
11 meeting. And number one, Madam Clerk.

12 THE CLERK: Resolution number 73-21. A
13 resolution of the City Council of the City of
14 Riviera Beach, Palm Beach County, Florida, to
15 receive oral presentations from the Goode
16 Companies, Inc., of Florida and Waste Management,
17 Inc., of Florida and award RFP 1 011-21-2 for solid
18 waste disposal services to the firm selected by
19 Council; authorizing the City Manager to negotiate
20 a contract for execution by the Mayor and the City
21 Clerk between the awarded firm and the City of
22 Riviera Beach to provide solid waste disposal
23 services, requiring; and providing an effective
24 date.

25 Madam Chair, Members of the Board, we do have

1 public comment on this item.

2 The acceptance of public comment on this item
3 is now closed.

4 CHAIR PRO TEM MILLER-ANDERSON: So moved.

5 COUNCILPERSON BOTEL: Second.

6 CHAIR LANIER: Very good.

7 Mr. Evans.

8 CITY MANAGER: Madam Chair, Members of the
9 Board, at this time I'd ask that the Deputy City
10 Manager, Ms. Elizabeth McBride, make the
11 presentation to the Board this evening.

12 DEPUTY CITY MANAGER McBRIDE: Good evening,
13 Madam Chair, Members of the Council, Mayor, and
14 City Manager.

15 Tonight I was requested by the Board to go
16 and review the process and to answer some of the
17 issues that were raised at the last hearing on July
18 21st. As a result of that I tried to examine all
19 the process, look at documentations for the entire
20 process. And I'd like to start off by setting the
21 tone for what competitive bidding laws supposed to
22 represent in our state, as well as in the nation.

23 Competitive bidding laws have been enacted
24 for the protection of the public. They have not
25 been designed to protect the individual interest of

1 bidders or proposers. Now on the city, as our
2 state have enacted competitive bidding laws for
3 this purpose.

4 And some of the reasons they have been
5 enacted -- I hope I have this right. There you go.
6 They were announced by the Florida Supreme Court in
7 that case from 1931, Webster versus Belote. And
8 you see it ranges from making sure all the bidders
9 are on equal terms, that collusion is not a part of
10 the process, that we have a process that will
11 hopefully bring the best value for our city, and it
12 will hopefully keep everyone at the same equal
13 advantage level during the process.

14 In this respect the City has enacted this
15 procurement code. And as part of that procurement
16 code it does provide for a request for proposals.
17 Which was what is before you tonight with the solid
18 waste proposal. Within the proposal the law
19 perceives that we should have plans and
20 specifications including the evaluation criteria
21 that will be utilized for the receipt of those
22 proposals. The evaluation committee must go back
23 and evaluate the proposals based upon that
24 evaluation committee. You the Council, you do not
25 have to accept the scoring necessarily of the

1 evaluation committee but you too must go up and
2 utilize the evaluation criteria that was presented
3 in that proposal.

4 And the goal is to make sure that all bids
5 are being evaluated and bidders are placed on equal
6 footing throughout the process and nobody is given
7 an advantage during that process.

8 Now, based upon the solicitation that was
9 entered, this is the criteria that was utilized.
10 Some issues were raised last week related to the
11 criteria.

12 One of the issues raised related to -- let's
13 go to SBE or MWBE owned. I think it was constantly
14 argued during that process that we were counting or
15 had (inaudible) from minority participation. When
16 I go back and I looked at that and examined it, it
17 really did not go to -- it went to ownership; and
18 you get this from going to the submittal
19 instructions and requirements that were part of the
20 RFP, tab 6. And that is all that was provided by
21 small minority women participation. And it said to
22 the proposer, if your firm is a certified minority
23 business enterprise, please submit your
24 certification from local, county or state certified
25 agency.

1 And if you go back and look, I'm going to say
2 the criteria there for SB or WB owned probably was
3 not well done. And I might have mistranslated.
4 And I would like to take a moment to look, because
5 I want to make sure that this is correct.

6 The first line, meet or exceeds is correct,
7 for 15. The second line is to the Palm Beach
8 County, I did not change that. Should be 15
9 percent participation.

10 If you look on page 15 of the proposal, and
11 the third line is to the Florida should be less
12 than 15 percent participation.

13 It probably would have been more accurate to
14 speak of ownership instead of participation. All
15 right.

16 The next thing that I know to show that the
17 proposal did not deal with MWBE participation was
18 tab 7. Which would be somewhere on page 13 of the
19 proposal. It talks about local vendor preference.
20 And it speaks to the part of the procurement code
21 where the City has a preference for local
22 businesses. And it defines what that local
23 business could be. Which it must have a permanent
24 physical place of business within the City limits.
25 It also must have a valid business tax receipt and

1 a certificate of occupancy. Okay. That would be
2 applicable.

3 So nowhere, if you look on page 11 through
4 13, which sets out the submittal instructions and
5 requirements, was there any requirements for any
6 percentage of MWB participation. And also if you
7 go back and look at schedules 1, it does ask for if
8 the proposer is going to use any SBEs. It doesn't
9 give any amount on a ranking to it or any value to
10 it. It does ask them to identify the work to be
11 performed and state whether their certification is
12 from Palm Beach County, the state or other.

13 For the local businesses, for vendor
14 preferences, in schedule 3 and 4, they do set the
15 goal that is outlined in the desired range, that is
16 outlined in the local vendor ordinance. And they
17 ask for the name of the local contractor work to be
18 performed by local businesses and the dollar value.
19 But there's nothing in the evaluation criteria
20 which provides for a ranking of that particular
21 information.

22 Now, for that tab number 6, the question -- I
23 need to go ahead -- that was asked, in response
24 both proposers submitted a response relative to
25 that question. Waste Management indicated it was

1 not a minority firm. And Goode Companies indicated
2 and provided a certification from the Florida
3 Minority Supplier Council indicating that they were
4 certified by that council. That council indicates
5 it certifies Asian, Hispanic, Black, et cetera,
6 businesses where the parties demonstrate it's owned
7 51 percent by the Asian, Hispanic or minority
8 person.

9 Looking at the records from procurement, the
10 procurement office did submit the question to the
11 Florida Minority Supplier Council and they did
12 verify that the company had it. And that is why I
13 guess during the previous scoring that company
14 ended up with 15, which would have been the highest
15 amount, meet or exceeds. And Waste Management said
16 less than 15 percent participation on the sheet.
17 That's why they ended up with five.

18 Now, also, in the process of looking at
19 everything related to this bid, one thing that
20 became alarming to me was an addendum to the bid
21 was provided and the City was stated as in response
22 to the question of whether exceptions were
23 permitted -- can exceptions to the RFP be taken or
24 will the City reject them and/or deem the proposal
25 nonresponsive.

1 The City answered yes, that exceptions could
2 be taken.

3 Basically, Florida is a case where
4 procurement has been heavily litigated. There is a
5 broad world of litigation in the -- related to
6 procurement.

7 COUNCILPERSON McCOY: Madam Chair.

8 DEPUTY CITY MANAGER McBRIDE: The case law
9 has --

10 COUNCILPERSON McCOY: Ms. McBride.

11 DEPUTY CITY MANAGER McBRIDE: Yes, sir.

12 COUNCILPERSON McCOY: Madam Chair.

13 CHAIR LANIER: Go ahead.

14 COUNCILPERSON McCOY: So would you mind
15 explaining for, I guess perhaps even me and perhaps
16 members in the public, what exactly you mean when
17 you are using the terminology exceptions, what that
18 means in terms of the solicitation.

19 DEPUTY CITY MANAGER McBRIDE: All right. It
20 means that somebody want to propose something, bid
21 exception or bidder modification, you want to
22 propose something different from what is
23 encompassed.

24 Go back up to the first slide. The request
25 for proposal, it was indicated it should be

1 providing the plans, specifications, including the
2 evaluation criteria that all the bidders know will
3 apply to them. Okay?

4 And that goal is to keep them all on equal
5 footing during this process; to make sure we are
6 not viewed as providing favoritism, we are not
7 being collusive or engaging in any misconduct with
8 any bidder.

9 And basically case law in this state will
10 indicate we -- whether or not we granted it to
11 them, generally we don't give any exceptions to
12 bidders who -- and we usually do, would provide
13 that they are nonresponsive if they're going to
14 take exceptions to requirements we have. But
15 there's also case law that says agencies should not
16 create exceptions, because then you too permit and
17 create an environment where all your bidders are
18 not on equal footing. Okay?

19 And based upon my reading and finding of
20 that, it is the recommendation of staff that the
21 bids be rejected, all the bids be rejected, and we
22 proceed -- redo this process and clear up then
23 discrepancies that were found within the process.

24 CHAIR LANIER: Thank you.

25 Are there any questions from the Council in

1 regards to this presentation?

2 COUNCILPERSON BOTEL: Madam Chair.

3 CHAIR LANIER: Yes. Go ahead.

4 COUNCILPERSON BOTEL: I just have one
5 question. It relates to timeline. So when will
6 the new RFP be issued? Do we have that information
7 yet?

8 DEPUTY CITY MANAGER McBRIDE: No, we're
9 working on that. But we'll be working to probably
10 get that done hopefully within the next three
11 weeks.

12 COUNCILPERSON BOTEL: Okay.

13 CHAIR LANIER: Any other questions?

14 COUNCILPERSON LAWSON: Madam Chair.

15 CHAIR LANIER: Yes. Go ahead.

16 COUNCILPERSON LAWSON: Before I ask my
17 questions I wanted to see if we could hear public
18 comment, and then I'll go into my questions or
19 concerns.

20 CHAIR LANIER: Okay. You wanted to wait
21 to -- oh, public comment. I see. Very good.
22 Madam Clerk.

23 THE CLERK: Shawna Barnes, Willie Goode,
24 Taneshia.

25 MS. BARNES: Thank you so much, ladies and

1 gentlemen. Thank you. And thank you so much, City
2 staff, for explaining your recommendations. It is
3 not coming pleasantly. Just because as the little
4 subcontractor we have worked earnestly in working
5 with the Goode Companies and plus and eager to work
6 with the Goode Companies for this contract. So
7 it's a little bit disheartening to hear the
8 recommendations from the City. We understand it
9 but it is a little bit disheartening. And
10 especially for the time that we have taken.

11 I do also though want to talk about what was
12 raised last week regarding my firm, stating for --
13 or certification for call center services. On the
14 actual form that was utilized for local vendor
15 preference, call center services was not added on
16 there. The service that I perform or I'm supposed
17 to be performing is administrative and outreach
18 services. Nowhere on the local form was there any
19 call center services on it. Therefore that was a
20 form that is utilized to get points, so it cannot
21 be stated that we do not have call center services
22 on our certification as that was not one of the
23 service on that form.

24 The call center services is an offering being
25 offered by GCI through our outreach program. It is

1 an added bonus to the City because we surveyed your
2 residents and they advised that they were having
3 issues connecting with your current
4 (indiscernible).

5 Therefore we decided to address that issue
6 from the (indiscernible) to provide a designated
7 call center where it can answer questions and
8 e-mails from residents. We are able to use the
9 data that we get for trained analysis. We're able
10 to fix issues quickly because we can see who
11 called, repeated callers, where exactly they are
12 located, and where issues are, and be able to send
13 appropriate responses. That is why a call center
14 was activated or requested to be activated rather
15 than using internal staff.

16 So I hope and pray that the Lord rethink the
17 City's request, just because as a subcontractor for
18 us it's a little disheartening to hear that
19 recommendation after all of the work that we've put
20 in.

21 Thank you so much.

22 CHAIR LANIER: Thank you.

23 THE CLERK: Willie Goode, Taneshia, Fred
24 Gamble.

25 MR. GOODE: Good evening, Council. Glad to

1 be back here in front of the City of Riviera Beach.

2 I'm Willie Goode, CEO of Goode Companies. I
3 did turn in some documents for each Council member
4 to have. I do want to clear up some things that
5 were said about my firm and about -- about my firm.

6 And I do want to -- we submitted an affidavit
7 from Dale Lipscomb saying that he's not the owner
8 of the company. And Dale happens to be right
9 there. That is Dale Lipscomb. He's the vice
10 president to sign on documents for the company. Me
11 and Dale have been friends for 53 years. We've
12 been -- we went to every school together, worked
13 every job together, and we're still together now.
14 So there's Dale Lipscomb.

15 I happened to bring my stock certificates
16 that are showing that I am the owner of Goode
17 Companies. I have all the documents here that I
18 want to submit.

19 And I have my certificate from the Florida
20 State Minority Supplier saying I'm a certified MBE,
21 minority business.

22 Plus I have a letter in here from my lawyer,
23 an attorney firm, stating about the lawsuit between
24 A&A Staffing, which is in mediation.

25 And we have a letter from

1 Solid Waste Association stating that the mediation
2 has been set for the second time; and they did
3 waive us the 10 percent SBE part, where we wanted
4 to do a substitution, but due to the fact that A&A
5 had this lawsuit pending, they told us that we was
6 exempt.

7 And if you look at the documents from SWA, I
8 was the vendor of the year for last year. I have
9 a -- they call it a Vendor Spotlight. They send me
10 a board and a letter.

11 Plus there's a statement from John Lashamba
12 (phonetic) saying the Goode Companies had a very
13 professional leadership team that delivered the
14 highest level of communication and collection
15 service. Their team spirit and practice of
16 rewarding each team member for excellent results in
17 the SWA residential commercial customer receiving a
18 constant high level of collection service. This
19 from John Lashamba that runs the
20 Solid Waste Association.

21 And if you see on the paper too, Solid Waste
22 Associates spend 4.4 million dollars with a
23 certified MBE, and that happened to be Goode
24 Companies.

25 To hear what I just heard about the bid

1 probably being voted to rebid, that's going to be a
2 real challenging process. We put a lot of effort.
3 We came with the best price. We are actually 1.5
4 million dollars lower than Waste Management, with
5 new carts, new equipment, and a program that works
6 for this city.

7 So I just would like to share that with you
8 all. Thank you.

9 CHAIR LANIER: Thank you.

10 THE CLERK: Taneshia, Fred Gamble, K.T.
11 Taylor.

12 MS. UNDERDUE: Good evening, Council,
13 Citizens. My name is Taneshia. I am the office
14 manager for the Goode Companies, Florida division.
15 Just wanted to come up here and give some heart to
16 heart information in regards to what our company
17 provides and what we stand for.

18 It was disheartening just hearing what the
19 City is proposing, however.

20 I work hand in hand with employees. I've
21 worked with people in Riviera directly. And we
22 just want to do the job and do it right every time,
23 100 percent. Customer service is what we stand
24 for, and we pride on that. And we want to do what
25 is right at the end of the day.

1 We respect our competitors 100 percent. And
2 we respect the process that has been established by
3 the Council to evaluate and select the bidder. We
4 do believe it's fair, independent and objective.

5 We appreciate the Council not allowing the
6 bidders to influence this process by making
7 accusations, allegations, claims, and
8 unprofessional comments in spreading misinformation
9 against each other that may not be true.

10 We believe the City has an obligation to
11 select the bidder that offers the best value to its
12 residents and businesses. 26 years is a long time
13 to not get it right. Listen to your customers.
14 They are asking for change. They are asking for
15 transparency, great customer service, steady and
16 accurate billing, and accountability; and this is
17 what Goode Companies, Incorporated, is offering
18 without exceptions.

19 We respectfully ask the Board and City staff
20 to want the same thing. We look forward to
21 comments and questions that you may have for us.

22 THE CLERK: Fred Gamble, K.T. Taylor.
23 Margaret Shepherd.

24 MR. GAMBLE: Good evening. I basically, I
25 just want to speak on Taylor and Gamble's

1 relationship with GCI.

2 I know last week the young lady from Waste
3 Management made it seem like that Mr. Goode is for
4 just companies reaching back out to minority
5 businesses. But I just want to let you guys know,
6 when I met Mr. Goode at GCI, when I saw somebody
7 who looked like me in a position like he, and able
8 to evaluate so high, I'm telling you, it just
9 inspired me.

10 So I just want to refute those comments when
11 she talked about the involvement and him giving
12 back and all of that stuff. We've had a
13 relationship with these guys for the last three
14 years. We've made multiple trips to DC to their
15 headquarters where we trained on them. And he's
16 very inspiring because he's willing to teach back.
17 My last name's not Goode. My last name is Gamble.
18 No relation. For somebody who to be a stranger
19 three years ago, to want to reach back and teach, I
20 think that's something that should be commendable.

21 So that's just -- I just want to make that
22 piece known, that these guys are for minority
23 involvement; and, you know, I think you guys should
24 consider. Thank you.

25 THE CLERK: K.T. Taylor, Margaret Shepherd.

1 MR. TAYLOR: Good evening, everyone. Like my
2 partner Fred said, I'm part owner of Taylor and
3 Gamble, and meeting Mr. Goode has been just a
4 blessing, if I could just put it in words, like
5 that's -- that will be what -- he's been a true
6 blessing because he took the time to
7 (indiscernible) like to -- see, me and Fred Gamble
8 we are professional trash can cleaners. But he saw
9 more than just trash can cleaners in this. So he
10 took his time to mold us and make us and mend us to
11 be men of position, men of leadership; and I just
12 appreciate him for that.

13 My family has flew to Washington on several
14 occasions. We've seen the process. We've seen the
15 program. And it was so interesting to my little
16 kids who was with me was interested in it.

17 So that's just a small sum of just what
18 Mr. Goode has been to our company. And we
19 appreciate him for it. And I just want to just
20 talk about his character in that stance. Thank
21 you.

22 CHAIR LANIER: Thank you.

23 THE CLERK: Margaret Shepherd.

24 MS. SHEPHERD: Margaret Shepherd, Riviera
25 Beach.

1 Someone asked me where I was. I had surgery
2 last week.

3 But as I looked at Channel 18, I was
4 propelled to come here and talk. The one thing I
5 know -- I don't know the Goode Company, never heard
6 of them, never saw them, they're new in the city.
7 But they're comfortable with Waste Management for
8 so many years.

9 I think it was last year something happened,
10 they couldn't pick up our garbage, they couldn't
11 pick up the shavings from the yard. But after they
12 came back, Waste Management immediately got in
13 there and wiped it out.

14 Am I comfortable with them? Yes, I am. Yes,
15 I am.

16 A couple of the ones that drive the garbage
17 truck, they always used to stop and talk to me on
18 32nd Street where my uncle lived.

19 I want to say to you, I don't have a dog in
20 this fight. Whoever win, win.

21 But let me say to you, we were comfortable
22 with Waste Management. And you get what you pay
23 for. They're a little higher, I understand; and
24 Goode is a little lower. And I sit there, you
25 know, but do we know them?

1 We know them. We're comfortable with them.
2 We can call them.

3 I had somebody leaving trash in front of my
4 door. Immediately I called. They were there
5 sweeping that trash up. Am I comfortable? Yes, I
6 am.

7 Will Mr. Goode come in and do a good job?
8 This is a bad time of the year to try anything.

9 I want you all to listen. You don't know
10 them. I don't know them.

11 They come with their record. I don't know
12 what this is track record or not. I know they have
13 a track record.

14 So are we going to move over or roll over
15 because of the lower of the price? I understand
16 they said they will come back and negotiate
17 whatever.

18 But I want to make sure you all understand
19 right now, we are in a storm. We have had to call
20 them in the middle of the night to come pick up
21 those shavings.

22 So are we going to change?

23 I ask you, if you go with Goode, I'm with
24 you. If you go with Goode and it turn out bad, I'm
25 gonna be right here talking about you. And you

1 know I will.

2 I have no taste in my mouth, because right
3 now I feel a little comfortable. Feel a little
4 comfortable.

5 And I said, once again, they're not no good.
6 I don't know.

7 Is the price what you're talking about? You
8 get what you pay for.

9 Thank you.

10 CHAIR LANIER: Thank you.

11 THE CLERK: Madam Chair, members of the
12 Board, that concludes public comment on this item.

13 CHAIR LANIER: Thank you.

14 Go ahead, Mr. Lawson.

15 COUNCILPERSON LAWSON: Thank you, Madam
16 Chair.

17 Ms. McBride and Mr. Evans, I just want to
18 address my complete disappointment that currently
19 we're in -- staff has essentially put the City in a
20 position of where we are today. And I do have
21 confidence that we will be able to rectify this.
22 This will not be a repeat circumstance.

23 But procurement has been the discussion that
24 we've talked about for the last few months, to over
25 a year and a half, to where we need to put out

1 quality bids and bring to this Council proper
2 recommendations that we can move forward with.

3 I'm expecting appropriate consequences and
4 training to take place, because this position has
5 put this Council in a position of having to take a
6 recommendation where we wanted to move forward with
7 a contract and give our residents the opportunity
8 to secure waste services for the next five to ten
9 years.

10 We're absolutely better than this. And we
11 absolutely depend upon our staff to put us in a
12 position to help make the right decisions; and we
13 were not done this time.

14 So I think we're much better than this. We
15 have to do better for the next time.

16 Thank you, Madam Chair.

17 CHAIR LANIER: Thank you, sir.

18 Are there any other questions in regards to
19 this presentation?

20 Go ahead, sir.

21 COUNCILPERSON McCOY: Thank you, Madam Chair.

22 So, Ms. McBride and Mr. Evans, so aside from
23 your recommendation, the direction when we left
24 here last week was to address those questions. In
25 preparation did we have or anticipate for the, I

1 guess, the two firms to submit aside from your
2 recommendation?

3 DEPUTY CITY MANAGER McBRIDE: You say submit.
4 What --

5 COUNCILPERSON McCOY: A presentation.

6 DEPUTY CITY MANAGER McBRIDE: I don't recall
7 what was the direction. The direction I recall was
8 what I was directed to do. Okay?

9 COUNCILPERSON McCOY: Okay.

10 DEPUTY CITY MANAGER McBRIDE: But certainly
11 it never eliminate you -- I didn't know whether you
12 all had finished questions or had any questions for
13 any of the bidders, proposers.

14 COUNCILPERSON McCOY: Follow up.

15 CHAIR LANIER: Go ahead.

16 COUNCILPERSON McCOY: Well, the reason I'm
17 asking is because, you know, obviously there was a
18 conversation that occurred during the meeting and I
19 know one of the members said that, you know, they
20 had concerns about some of the allegations.

21 Was the expectation here tonight was to be
22 able to allow them to respond to those allegations?

23 I mean -- and that's -- I guess -- maybe it's
24 not even a question for you, Ms. McBride. But I
25 want to understand, was that what we should have

1 expected even if you didn't give a recommendation?

2 DEPUTY CITY MANAGER McBRIDE: At the last
3 hearing Mr. Goode presented on behalf of Goode
4 Companies.

5 Waste Management presented on behalf of Waste
6 Management.

7 And then we were called up. And that's where
8 it ended.

9 I didn't know if council would entertain --
10 some of the questions asked really only Mr. Goode
11 could have asked because the allegations were
12 against his company. Some of them were just
13 allegations that amounted to opinions. So to me
14 they weren't -- but it never occurred to me that
15 you might not have questions even for Mr. Goode or
16 other representatives. But I did not anticipate a
17 presentation. Because they presented the last
18 time.

19 COUNCILPERSON McCOY: Madam Chair, follow up.

20 CHAIR LANIER: Go ahead.

21 COUNCILPERSON McCOY: So, Ms. McBride, the
22 exceptions that you spoke of -- I guess without
23 having the addendum in front of me, those
24 exceptions that you speak of that would potentially
25 not allow the process to be on equal footing,

1 obviously they must be material. Or significant, I
2 should say.

3 DEPUTY CITY MANAGER McBRIDE: Some of them
4 probably would be viewed as significant. One
5 example, if the requirement -- they could be viewed
6 as collectively significant. But basically, what
7 do you mean, minor deviations or major deviations?

8 And they range, they are there before you in
9 the book. There are one to twelve exceptions that
10 were filed. Some of them related to the carts that
11 are being utilized are different with the number.
12 Some of the exceptions related to what was in the
13 contract. So but those weren't really the ones I
14 was focusing on.

15 But primarily, remember, I said we granted
16 the right for exceptions; and we should not have
17 done that.

18 COUNCILPERSON McCOY: Okay. Well, that's
19 fair. And I can live with us -- and I'm speaking
20 me personally. I can live with us making an
21 inadvertent error, then for us to really have a
22 process that's not fair to everybody.

23 Because I want to be able to know that our
24 process is, you know, we can defend our process,
25 you know. But obviously if there was something

1 that, you know, we've now learned that could lead
2 to potential problems because of those exceptions,
3 you know, I can certainly support that.

4 I don't want to try to even wrestle with
5 living with a process that we are gonna be
6 crucified for or ridiculed about because, you know,
7 something may have been overlooked. But I am
8 certainly okay with that. But I've really got to
9 maintain that, you know, the process is what we can
10 stand behind. Thank you.

11 MAYOR FELDER: Madam Chair.

12 CHAIR LANIER: Thank you.

13 Go ahead, Mayor.

14 MAYOR FELDER: Ms. McBride, when did we find
15 this out?

16 DEPUTY CITY MANAGER McBRIDE: Pardon me?

17 MAYOR FELDER: Did we know this last
18 Wednesday?

19 DEPUTY CITY MANAGER McBRIDE: No. The thing
20 about the exceptions? I think I found out Monday
21 morning. Monday sometime.

22 MAYOR FELDER: Because piggybacking on
23 Councilman McCoy, I thought tonight's meeting would
24 be to address some of the allegations that were
25 made against one of the companies.

1 DEPUTY CITY MANAGER McBRIDE: Well, I -- I
2 think -- may I?

3 MAYOR FELDER: Yeah.

4 DEPUTY CITY MANAGER McBRIDE: As part of it I
5 did address some of them, as part of the
6 presentation I did. One related to the
7 certification. What else?

8 Now, if you want me to say something, I
9 thought I addressed the litigation last week. I
10 indicated the litigation was not viewed by any
11 party a part of the selection process, or
12 considered. In fact, I think it would be
13 inappropriate because the committee itself would
14 not be able to evaluate the merit -- well, the
15 litigation have any meritorious value. But it
16 wasn't even in the criteria. So it was not on the
17 table.

18 I addressed, I think, hopefully, about
19 whether or not there was any requirement of the
20 MWBE participation. There wasn't. It only went to
21 ownership and focus on the firms themselves.

22 Both firms -- Goode Companies, Inc., of
23 Florida, they are incorporated in Florida. Waste
24 Management, Inc., of Florida is incorporated in
25 Florida.

1 There was the allegation about Mr. Lipscomb,
2 their corporate records, Goode Companies in Florida
3 indicated that he was their treasurer.

4 But, listen, in this world -- in the world of
5 business, I guess whether developing with
6 developers or whoever, it is not unusual that
7 people form corporations to address their exercise
8 where they are. So I accept those things. I
9 didn't need to go to Maryland and look at this
10 company. He's authorized to do business in this
11 states. And I didn't go to their home state
12 because they're authorized to do business in the
13 state, when I pulled their corporate records.
14 Okay?

15 MAYOR FELDER: Follow up, Madam Chair.

16 CHAIR LANIER: Yes. Go ahead.

17 MAYOR FELDER: So if Council made a decision
18 tonight to go pick a firm -- and I don't know if
19 it's illegal (inaudible).

20 COUNCILPERSON BOTEL: I couldn't hear that.

21 CHAIR LANIER: What is --

22 MAYOR FELDER: If Council made a decision
23 tonight to pick one of those two companies, legally
24 what would that do for -- to the City?

25 CHAIR LANIER: He's asking for the legal

1 ramifications of picking a firm this evening --

2 THE CLERK: I'm going to let Ms. Wynn address
3 that.

4 CHAIR LANIER: -- based on your comments
5 about some of the issues in regards to the RFP
6 itself.

7 CITY ATTORNEY WYNN: Madam Chair.

8 CHAIR LANIER: Yes, go ahead, Madam Attorney.

9 CITY ATTORNEY WYNN: (Inaudible).

10 CHAIR LANIER: Could you talk into the mic,
11 please.

12 CITY ATTORNEY WYNN: I'm sorry. As
13 Ms. McBride stated earlier (inaudible) the
14 committee (inaudible).

15 CHAIR PRO TEM MILLER-ANDERSON: It's not on.

16 COUNCILPERSON LAWSON: Will somebody turn her
17 mic on, please? Walter.

18 CHAIR LANIER: Your mic is not on.

19 There you go.

20 CITY ATTORNEY WYNN: As Ms. McBride stated
21 earlier, the committee that reviewed the proposals
22 was an evaluation committee, not a selection
23 committee. All they did was score. You are free
24 to ignore the scoring or to accept the scoring.

25 Mr. Mayor, if the Council -- to answer your

1 question, if the Council were to select a vendor
2 this evening, that's what they have the right to
3 do.

4 Whatever happens after that, it depends on
5 the proposers and what they want to do. There is
6 always the opportunity for a protest. We don't
7 know if they would take that route or not. So
8 that's speculative.

9 MAYOR FELDER: Thank you, Madam Chair.

10 COUNCILPERSON LAWSON: Madam Chair.

11 CHAIR LANIER: Yes. Go ahead, sir.

12 COUNCILPERSON LAWSON: And Attorney Wynn, if
13 you could explain to us the steps of if a protest
14 is applied, what would happen in regards to
15 negotiations of contracts in moving forward with a
16 firm that we select.

17 CITY ATTORNEY WYNN: The procurement code
18 states that in the event of a protest the award of
19 a contract is stayed until the conclusion of the
20 protest or until the manager, if he decides to do
21 so, declares that the award of the contract to
22 whoever the Council chooses is in the best
23 interests of the City.

24 COUNCILPERSON LAWSON: Thank you.

25 CHAIR LANIER: Thank you, Madam Attorney.

1 Are there any other questions in regards to this
2 presentation?

3 COUNCILPERSON BOTEL: Madam Chair, do we have
4 a motion on the floor to accept the recommendation
5 of administration?

6 CHAIR LANIER: You can make one.

7 COUNCILPERSON BOTEL: I move that we accept
8 the recommendation made by staff to reissue the
9 RFP.

10 THE CLERK: Madam Chair, Members of the
11 Board, there is a motion already on the floor for
12 the approval of the resolution as read into the
13 record. So that motion would need to be disposed
14 of by the person who -- Ms. Miller-Anderson, who
15 made the motion; and Ms. Botel, you seconded the
16 motion; to withdraw your motion before you move
17 forward with another motion.

18 CHAIR LANIER: All right. Very good.

19 So withdraw that motion of Dr. Botel and
20 we'll --

21 CHAIR PRO TEM MILLER-ANDERSON: I'll withdraw
22 it.

23 COUNCILPERSON BOTEL: I withdraw my second.

24 And then I make the motion that we accept the
25 recommendation of staff and reissue the RFP.

1 CHAIR PRO TEM MILLER-ANDERSON: Second.

2 CHAIR LANIER: Any discussion in regards to
3 this item that is on the table on the floor?

4 CHAIR PRO TEM MILLER-ANDERSON: Madam Chair.

5 CHAIR LANIER: Yes. Go ahead.

6 CHAIR PRO TEM MILLER-ANDERSON: I was very
7 clear last week that I did -- I was not in favor of
8 throwing this out. But in light of the information
9 that I received, you know, I -- it really bothers
10 me that we're even in this position.

11 And I know that after having had the
12 conversations with Ms. McBride and Mr. Evans and
13 Ms. Wynn, that there will be things put into place
14 to insure that this does not happen again. And
15 also those who are involved need to have some sort
16 of consequence. Because, as I said before, we're
17 trying to move forward, we're trying to make sure
18 that we do things the right way. We want our
19 reputation to be that we get things done and we
20 know what we're doing.

21 And I just, I just do not like the fact that
22 we're in this position. And I hope that all
23 parties that are involved do their very best in
24 making sure that this stuff does not happen again.

25 We have to get this right. We have a lot of

1 projects that we're trying to do. And we've done
2 some very well just recently. But we have to make
3 sure that going forward everybody make sure that
4 things are done correctly.

5 Unfortunately, we're not in the position to
6 not get things right. And, you know, I just look
7 forward to being able to put this back out. And I
8 have complete confidence that the City Manager will
9 make sure that this is not going to happen again.

10 Thank you.

11 CHAIR LANIER: Any other comments or
12 discussion on the motion that's on the floor?

13 COUNCILPERSON LAWSON: Madam Chair.

14 CHAIR LANIER: Yes, go ahead, sir.

15 COUNCILPERSON LAWSON: As my colleague
16 Miller-Anderson stated last week, I was not in
17 support of throwing this out. I'm still not in
18 support of throwing this RFP out. I'm very
19 disappointed. But we as a Council do have the
20 autonomy to make our own decision and move forward.

21 The issue that we have is currently the RFP,
22 as Ms. McBride stated, had some errors. But the
23 RFP that was presented to us is a recommendation.
24 I'm sorry. Is just a chart of feedback from these
25 two organizations. And they did not give a

1 recommendation. They just gave us information with
2 the scoring sheet.

3 So we do still have the option, as our
4 attorney stated, to make a decision today if we
5 chose to move forward.

6 Thank you, Madam Chair.

7 CHAIR LANIER: Thank you, sir.

8 Any other questions?

9 Very good. Madam Clerk.

10 THE CLERK: Councilperson Botel.

11 COUNCILPERSON BOTEL: Yes.

12 THE CLERK: Councilperson Lawson.

13 COUNCILPERSON LAWSON: No.

14 THE CLERK: Councilperson McCoy.

15 COUNCILPERSON McCOY: Yes.

16 THE CLERK: Pro Tem Miller-Anderson.

17 CHAIR PRO TEM MILLER-ANDERSON: Yes.

18 THE CLERK: Chair Lanier.

19 CHAIR LANIER: Yes.

20 Motion carries four one, with Councilman
21 Lawson dissenting.

22 Do we have any --

23 COUNCILPERSON LAWSON: Madam Chair.

24 CHAIR LANIER: Yes. Go ahead, sir.

25 COUNCILPERSON LAWSON: And I just wanted to

1 make a comment to both organizations.

2 Thank you so much for your efforts to work
3 with our city. Thank you for the time, the money,
4 the effort you put into these proposals. Both of
5 you were honored to actually have this opportunity
6 to come before us. And we look forward to
7 hopefully having you as bidders in our future RFPs,
8 when our staff has put that out.

9 So, again, we're humbled that you gave us an
10 opportunity to provide waste services. Waste
11 Management, you've been with us for years, so thank
12 you. Goode Company, thank you for your interest.
13 Thank you both.

14 CHAIR LANIER: And I concur with that as
15 well. Thank you for your participation in this
16 process. And we are very sorry that it ended this
17 way, but we've got to get it right. But thank you
18 for your input.

19 Because we only had one item on the agenda,
20 the next item on the agenda would be just general
21 public comment. Do we have any general public
22 comment cards?

23 Very good. Go ahead, Madam Clerk.

24 THE CLERK: Madam Chair, if you would, read
25 the statement into the record, please.

1 CHAIR LANIER: Please be reminded that the
2 City Council has adopted "Rules of Decorum
3 Governing Public Conduct during Official Meetings"
4 which has been posted at the front desk. In an
5 effort to preserve order, if any of the rules are
6 not adhered to, the Council Chair may have any
7 disruptive speaker or attendee removed from the
8 podium, from the meeting and/or the building, if
9 nice. Please govern yourselves accordingly.

10 Public comments shall begin promptly at 7:30
11 PM unless there is no further business of the City
12 Council, in which event it shall begin sooner.
13 Which is in this case this evening. In addition,
14 if an item is being considered at 7:30 PM, then
15 comments from the public shall begin immediately
16 after the item has been concluded.

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

22 THE CLERK: Madam Chair, Members of the
23 Board, the acceptance of public comment cards with
24 the general public comments is now closed.

25 Margaret Shepherd, Bonnie Larson, Cindy

1 March.

2 MS. SHEPHERD: Once again, I'm back.

3 Margaret Shepherd, Riviera Beach.

4 I came because I heard Mr. Lawson start a
5 question. And he said it to the City Manager.

6 Ms. Lanier, you interjected. Everybody was calling
7 said, what did he say? I said I have no clue.

8 Then Tradrick McCoy asked a question, or I
9 guess he was trying to get an understanding and you
10 blatantly said, I'm the Chair. I'm trying to
11 figure out what does that mean. The Chair, my
12 understanding, get a stipend and they, I guess, put
13 the agenda together. By no means that you have a
14 precedent over them.

15 They asked a question. And nobody heard the
16 question he was saying. So I called another
17 person. They said I have no idea. I realize I'm
18 getting old and my hearing is gone but I think that
19 they have an opportunity, they got votes -- believe
20 it or not, they got, they got, they got a group of
21 people filing him, him and him. And I want to be
22 sure, if you all think that this election is gonna
23 hold with him being gone, him being gone. They got
24 a fan base. You got to be careful how you treat
25 people.

1 They honestly was livid. They kept saying
2 what did he say? I don't know what he said. But I
3 said I'm coming here today and I'm going to hear
4 what he said.

5 But by no means do you stop them from
6 talking. Each one of you got time. Each one of
7 you all are important. You're important to me.
8 Whether I vote for you or not. Whether I vote --
9 and if I have a problem, I call you and say such
10 and such and such.

11 My councilperson, logic, school teacher,
12 continuously (inaudible) and when she talk, she
13 talk -- well, what did Ms. -- I said well didn't
14 you hear it. I heard -- couldn't even call your
15 name. I said Ms. Miller-Anderson. Yes, I
16 understood her.

17 Where was the mayor? The mayor went home
18 sick. Is this not an important meeting, Mr. Mayor?
19 Was this not an important meeting for each one of
20 you all to stay?

21 Right now we don't know the Goode firm. We
22 didn't throw them under the bus. I don't know
23 them. We didn't get any information. We have no
24 stability, or who we're even talking about.

25 So we have to rely on you, you, you, you and

1 you, and not cancel out anybody.

2 Let them talk. That's all I have to say.
3 Let them talk. They each got a fan base. You
4 better believe that. You better believe. I seen
5 it at that luncheon, they got a fan base.

6 CHAIR LANIER: Thank you.

7 THE CLERK: Bonnie Larson, Cindy March,
8 Doretta Paulk.

9 CHAIR LANIER: She yields her time.

10 THE CLERK: Cindy March, Doretta Paulk.

11 MS. MARCH: Good evening, Council.

12 This is not the first time something has been
13 put on the agenda, it had already been discussed.
14 Your mind is already made up. But just like the
15 person spoke before me, we put you all -- and I
16 said this last time I was here. And let me
17 reiterate and make myself very clear. We the ones
18 vote and put you all in office.

19 Some of us get out there in that hot sun and
20 campaign from seven in the morning to seven at
21 night, whether our candidate win or lose. That's
22 because we put our trust in him.

23 My trust is gone. And I give credit where
24 credit due. One thing, you can agree and disagree.
25 I thank KaShamba for explaining. You all went far

1 beyond what you should have done. Why everything
2 got to be voted on five council members. Just one
3 person sit on this Board is running this city. And
4 let me tell you something, it's gonna cost the city
5 in the long run. Botel has ran this city from day
6 one.

7 And Lanier, you always do your little thing
8 about respect or you're gonna be march out of here.
9 You got to go somewhere and get some respect.
10 Because see, respect ain't just given, it's earned.
11 And when you have someone in higher power than you,
12 don't even stay here (indiscernible) on social
13 media about your despicable attitude. It's time
14 for you to get an adjustment. Because just like
15 you got here, you can get up out of here.

16 I don't need no police to escort me out.
17 Because when I get through speaking, I'll go out on
18 my own.

19 But I love the City of Riviera Beach. I can
20 like it or dislike it. But you all got to do
21 better. You got to do better. (Inaudible) I'm not
22 saying they might not do a great job. But come on,
23 you all go to do better than this, much better than
24 this.

25 You all don't even give people time to speak

1 if they're against something, you all just throw
2 them up under the bus, oh, you can't speak, I'm the
3 Chair.

4 Let me tell you something. Just the way that
5 letter go up, that letter come down. And when it
6 come down (inaudible). It's coming to you. And
7 always remember, you had a second chance. Because
8 you had a drug test that you didn't even pass.

9 THE CLERK: Doretta Paulk.

10 CHAIR LANIER: Thank you, ma'am. Yes, thank
11 you, ma'am. Have a good evening.

12 Yes, go ahead, Ms. Paulk. Start Ms. Paulk's
13 clock over again, please. Yes, start hers over.
14 Thank you.

15 MS. PAULK: Good evening. My name is Doretta
16 Paulk. I'm a resident of Riviera Beach. I just
17 want to talk concerning a statement my little
18 sister made over here. Margaret Shepherd. Which
19 is a dear friend of mine. But I think when she was
20 saying concerning the three gentlemen that's on the
21 council, that they have a fan base. We all have a
22 fan base. But through some of this, throughout
23 some of these meetings, it's been terrible, the
24 disrespect that Councilman McCoy, Councilman Lawson
25 has had.

1 Respect goes both ways. And when the Chair
2 says, trying to get your attention, but this alpha
3 male appears to be coming out and you all do not
4 have respect for her, that's wrong. That is very
5 much wrong. We have to have a control in these
6 meetings.

7 If you have a disagreement with the Chair,
8 professionally she should go and you all should
9 meet outside these meetings instead of going on and
10 on and on. It's wrong.

11 You have a fan base. But also we have a fan
12 base. As citizens. And all citizens, you know
13 what I mean. So I think it is -- to come together
14 and show respect and professionalism, it goes both
15 ways. But when she's trying to get order in this
16 dias, you should just be calm and back off, instead
17 of being confrontational. Because the citizens are
18 definitely looking and observing and taking all of
19 this in.

20 Another thing concerning the waste
21 management. For them to say how Goode -- the Goode
22 Company has had lawsuits. I think the City of
23 Riviera Beach has had lawsuits. I think that was
24 to bring that out, I don't know, it seems, it seems
25 kind of unfair. But for Waste Management to say

1 they going up over 40 percent, I think if you
2 decide, let them renegotiate.

3 And I'm glad you all putting this out for
4 bid, back out for bid. I think that's the best
5 thing to do for the situation that has occurred.

6 And because 40 percent for any citizen, even
7 Mrs. Paulk, that seems a little high to me; and we
8 already gonna have, our water bill is gonna go up
9 high because we do need a new water plant.

10 So I suggest to everyone on this panel, to be
11 kind, courteous, and work together for the
12 betterment of the City of Riviera Beach.

13 Thank you very much.

14 CHAIR LANIER: Thank you.

15 THE CLERK: Madam Chair, Members of the
16 Board, that concludes public comment.

17 COUNCIL PERSON LAWSON: Madam Clair.

18 CHAIR LANIER: Yes.

19 COUNCILPERSON LAWSON: Thank you, Madam
20 Chair.

21 I wanted to just make a comment, Ms. Doretta
22 Paulk. Ms. Paulk, I have the utmost respect for my
23 colleagues and every person here in this community.

24 One of the things you made a comment is about
25 trying to meet with any of my colleagues outside of

1 here, outside these meetings. Being that Sunshine
2 will not allow for that, we have to have these
3 discussions in the open. So every conversation,
4 whether we agree or disagree is gonna happen up
5 here on this dias. But with respect I'm going to
6 continue to lead in that fashion. When it comes to
7 the concerns of the City, I'm never going to step
8 back or fall back when it comes to having
9 discussions that we may disagree about. But
10 respectfully we're always going to continue to move
11 this city forward.

12 So I just wanted to make sure that we were
13 clear with that, Ms. Paulk, because I don't want us
14 to violate Sunshine. I don't think that's an
15 option, first and foremost.

16 And second, I want to make sure that my
17 colleagues understand our goal is to move this city
18 forward and to respect one another. That's all
19 we're doing up here. Thank you, Ms. Paulk.

20 CHAIR LANIER: Thank you.

21 We're at the end of this agenda. We have
22 discussion by the City Manager.

23 CITY MANAGER: Madam Chair, with regards to
24 the solicitation document, and just for clarity,
25 the document was not flawed. It was the response

1 that staff provided to one of the proposers as it
2 relates to the exceptions.

3 We are going to go back and review the
4 document and make sure that it is airtight.
5 Because nobody is more disappointed in our
6 inability to move forward than I am. Because at
7 the end of the day the staff duties and
8 responsibilities, and us being able to move the
9 agency forward, falls on my lap when it's a staff
10 internal project.

11 And so I assure you that we will address and
12 have conversations with the individuals that were
13 involved in this particular process; and make sure
14 that in subsequent solicitations and subsequent
15 review committees that they are provided the tools
16 to be successful; so you all can be able to have
17 the comfort and the piece of mind that the
18 solicitation document from its inception is
19 airtight and there is appropriate training and
20 expectations set for those that will be serving on
21 that committee; and then also making sure that in
22 the event they do get questions from a proposer,
23 that legal is involved to ensure that the responses
24 are provided in an appropriate fashion. Because
25 what should have occurred is once that question was

1 proffered all the entities that solicited should
2 have gotten the same information and that would in
3 essence balance the playing field.

4 However, the solicitation that was received,
5 it was only in the book that was submitted where
6 the exceptions were called out. And so in essence
7 that's where it created the inequities.

8 So we are going to go back. We are going to
9 scrub the document. I've already had conversations
10 with Ms. Wynn about obtaining some legal counsel to
11 assist us on the solicitation process. Because we
12 have multiple solicitations that are coming
13 forward. Probably the most important ones in a
14 generation. And we don't have the luxury of
15 getting it wrong again.

16 So we're going to cure the issue, we're going
17 to move forward. And we'll make sure that we have
18 the appropriate conversations with those that are
19 involved in the process.

20 And that concludes my comments, Madam Chair.

21 CHAIR LANIER: Thank you, sir.

22 Madam Attorney.

23 CITY ATTORNEY WYNN: No comments, Madam
24 Chair. Thank you.

25 CHAIR LANIER: Mayor.

1 MAYOR FELDER: No comments, Madam Chair.

2 Thank you.

3 CHAIR LANIER: Councilman Lawson.

4 COUNCILPERSON LAWSON: Thank you, Madam
5 Chair.

6 Colleagues, I'm going to be inviting
7 everybody out next Thursday at 6:30. District five
8 office is going to be starting a community
9 conversation. It's going to be a series of town
10 halls that we're going to host all over the city to
11 discuss the concerns of our city and to address a
12 lot of the wins that our Council has addressed.
13 August 5th at 6:30 at the new library. We're going
14 to be taking a tour of the library. And we're
15 going to be focused on the Congress corridor. YEP
16 will be in the audience. We'll have public safety.
17 We'll be addressing fire station 88. And we'll
18 talk about the parks master plan.

19 Those are going to be some of the issues that
20 Mr. Evans will be making a presentation to the
21 residents. So everyone on that Congress corridor,
22 every gated community, every business, every
23 resident there, please, you're welcome to attend;
24 and residents from all over Riviera Beach.

25 We will be hosting different conversations

1 throughout the month of August, September and
2 October, to discuss some of the issues and needs
3 and concerns; and also outlining some of the ideas
4 of re-imagining Riviera Beach.

5 It was a great turnout but we only had
6 anywhere between 50 and 60 residents. We want to
7 try to go into the community and really capture
8 some of the residents where they are. So next
9 Thursday at 6:30. Colleagues, if you can attend,
10 please, so we'll have the entire staff out there.

11 And then today we also had the prestigious
12 honor of hosting the delegate from the Virgin
13 Islands. To meet with the governor, the senators
14 from there, was amazing. Just to see the
15 difference, networks and governance that's
16 happening across our country, is just an
17 opportunity; and the joy that that they had coming
18 here to our city.

19 Mr. Evans gave a great presentation and we
20 were able to take them over to the new site on the
21 corner of 13th and Barack and show them some of the
22 progress that our city has made. So, Mr. Evans,
23 thank you for organizing that. And thank you to my
24 colleagues that were able to attend as well. We
25 gave greetings from the entire city. It was a

1 great opportunity to showcase the City of Riviera
2 Beach to the consulate from the Virgin Islands.

3 Thank you.

4 COUNCILPERSON BOTEL: Madam Chair, I just
5 have a question.

6 CHAIR LANIER: Yes. Go ahead.

7 COUNCILPERSON BOTEL: Mr. Evans, are we not
8 going to do the Re-imagine Riviera Beach workshops
9 around the city? Is there something different from
10 what Councilman Lawson is speaking tonight?

11 CITY MANAGER: Madam Chair, if I may. We are
12 going to have some additional conversations with
13 the community. But those conversations, the next
14 meeting that we're having with the community is
15 associated with fire station 86 and fire station
16 88, those conversations; and then we're going to go
17 back out and follow up with the community when we
18 get some feedback from the Board on the
19 solicitation document associated with the option
20 that was proffered concerning the city hall campus.

21 So you get a presentation on Wednesday from
22 Mr. Nottingham, that's gonna give you the
23 comprehensive feedback. Once we get the feedback
24 from the Board, then there probably will be some
25 additional conversations with the community. But

1 we're going to try to work very aggressively, and
2 we have a very short window, because our intent is
3 to get a solicitation document wrapped up and ready
4 to go, and then planning for a ground breaking on
5 the new site, if that's the site that's selected by
6 the community, by the Centennial celebration, on
7 the actual day that the city turns 100, our goal is
8 to break ground on that new campus.

9 So -- and as previously mentioned, if there
10 is any board member that wants to host meetings or
11 any HOAs -- I know I've had conversations with the
12 chair and others, that will be hosting community
13 town halls. We have a consolidated re-imagined
14 session that we would be more than willing to share
15 with as many people that want to hear it.

16 CHAIR LANIER: Thank you.

17 COUNCILPERSON LAWSON: Madam Clair.

18 CHAIR LANIER: Yes --

19 COUNCILPERSON LAWSON: Yeah, just to answer
20 my --

21 CHAIR LANIER: Wait a second. Are you
22 through, Ms. Botel?

23 COUNCILPERSON BOTEL: I have nothing more. I
24 just wanted to clarify -- (All speaking at once).

25 COUNCILPERSON LAWSON: It was my floor, and I

1 believe she was getting clarity, Madam Chair.

2 CHAIR LANIER: Very good. Go ahead.

3 COUNCILPERSON LAWSON: Yes. And Councilwoman
4 Dr. Botel, I believe every opportunity that we take
5 to get the message out and receive feedback from
6 our community is just going to be vital right now,
7 because we have the most development that this city
8 has ever seen happening over the next few years.
9 And I think this council and staff will be able to
10 get it done. So as many conversations that can be
11 had is what we want to try to do. So in addition
12 to the meetings where we'll talk about 86 and 88, I
13 think public safety is a hot topic item that we
14 really want to address and delve into. YEP, parks
15 plan. So this is gonna be a continuation and a
16 constant series. So I'd love for you to attend as
17 well, and just for the support of my colleagues, to
18 make sure that we can get the voice of the
19 residents heard and move forward with it.

20 Thank you, Madam Chair.

21 COUNCILPERSON BOTEL: But it's -- just to
22 clarify, it's different from what Mr. Evans is
23 going to be doing?

24 COUNCILPERSON LAWSON: It's encompassing what
25 Mr. Evans is going to be doing, in addition to

1 other topics like public safety, youth programs,
2 parks and rec services. So the consolidated
3 program of Re-imagine will be encompassed into the
4 workshop, I'm sorry, into the community forum that
5 we're going to have. So it will be a continuation
6 of what he's doing and just kind of build upon
7 that.

8 Thank you, Madam Chair.

9 CHAIR LANIER: Yes, go ahead. Councilman
10 McCoy.

11 COUNCILPERSON McCOY: Nothing, Madam Chair.

12 CHAIR LANIER: Councilwoman Botel.

13 COUNCILPERSON BOTEL: Yes. I have a
14 couple -- well, I have committee reports. I
15 attended the Palm Beach County League of Cities
16 meeting this past week, I guess it was. And we
17 again -- I think I spoke about this last time. But
18 just to reiterate, the Palm Beach County League of
19 Cities has put together a group of 39 building
20 officials to consider an ordinance that would
21 require any building, with the exception of one to
22 two family dwellings, greater than 3500 square
23 feet, east of I95 to have an inspection every 25
24 years and west of I95, because it's not so
25 concerned about the salt intrusion, every 35 years.

1 This is preliminary information. We haven't gotten
2 the final report yet from that committee. But we
3 will need to do something with our own building
4 codes when that comes out.

5 I also attended a meeting of the SOFI Group,
6 that's Securing Our Future, which is an initiative
7 that seeks to create pathways for economic mobility
8 for families with children ages eight -- zero to
9 eighteen. And their intent is to reduce the
10 poverty level by ten percent over the next ten
11 years. Which I think is a laudable goal. And I'm
12 anxious to see if we can get that done.

13 In terms of my own comments, again, if you're
14 a resident of a high-rise building, please have
15 your building manager hire an engineer to attest to
16 the structural soundness of the building. COASI,
17 which is our Community Officers Association of
18 Singer Island, will be putting together a meeting
19 to provide guidance.

20 My next quarterly town hall meeting will be
21 Thursday, August 19th, at 6:00 p.m., at the
22 Ambassadors Center. I believe we'll be doing it
23 hybrid. I think Walter will be there, I hope, to
24 make sure that it's virtual as well as real time.
25 But please come in person if you're available.

1 And the last two things, we're planning a
2 health fair in collaboration with Councilwoman
3 Lanier for the entire community, to be held at
4 Azure Estates, formerly known as Stonybrook, on
5 September 25th, from 11:00 a.m. to 3:00 p.m. We've
6 got the Diabetes Coalition, the County vaccination
7 bus, the Palm Beach County Medical Society, et
8 cetera, et cetera. And we'll be continuing to plan
9 that meeting. And the last item is we're planning
10 a meeting for August 17th, where logistics and
11 transportation subcommittee of our work force
12 (indiscernible) task force, will be discussing,
13 among other things, the establishment of a CDL,
14 commercial driver's license program, for Riviera
15 Beach.

16 Thank you.

17 CHAIR LANIER: Thank you. My comments are --
18 not until Councilwoman Miller-Anderson gives hers.

19 CHAIR PRO TEM MILLER-ANDERSON: Thank you.

20 I only have one.

21 The gentleman that came to us about a month
22 or so ago for the medical detoxification building
23 that he's looking to bring off of Broadway and 14th
24 Street, I think it is. He's having a community
25 meeting for those that live in the area. It will

1 be on Tuesday, August 3rd, at 5:30 p.m. at Jay's
2 Ministries at 2831 Avenue S. He wants to have --
3 he needs to have this meeting because I told him it
4 was important to make sure that the residents gave
5 input. So those of you that live in the area of --
6 obviously, everybody is welcome, but those who will
7 be directly impacted would be those that live near
8 14th Street and Broadway. Again, the meeting is
9 Tuesday, August 3rd, at 5:30 p.m., 2831 Avenue S.
10 And I believe the clerk will advertise it so that
11 any council members that want to come and be in
12 attendance, you can. Or mayor.

13 Thank you.

14 CHAIR LANIER: Thank you.

15 I appreciate greatly that the staff was
16 professional enough to make a hard call when it is
17 the right thing to do for the city. We appreciate
18 them making that call for us to be able to get this
19 right. And also that Councilman Lawson and I, you
20 know, generally have a very collegial relationship
21 and I acknowledge his input.

22 And with that being said, this meeting is
23 adjourned.
24
25

1 CERTIFICATE

2
3 THE STATE OF FLORIDA,)

4 COUNTY OF PALM BEACH.)

5
6 I, Claudia Price Witters, RPR, Registered
7 Professional Reporter, do hereby certify that I was
8 authorized to and did transcribe the foregoing
9 proceedings from a digital recording, and that the
10 foregoing is a true and correct transcription of said
11 recording to the best of my ability.12 IN WITNESS WHEREOF, I have hereunto set my
13 hand this 7th day of August 2021.14
15 16 _____
17 Claudia Price Witters, RPR

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APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____
K. MILLER-ANDERSON _____
S. LANIER _____
J. BOTEL _____
D. LAWSON _____

DATE APPROVED: SEPTEMBER 1, 2021

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

Meeting Date: 9/1/2021

Agenda Category: CONSENT

Subject: AUGUST 4, 2021 CITY COUNCIL MEETING MINUTES

Recommendation/Motion: STAFF RECOMMENDS APPROVAL OF THE AUGUST 4,
2021 CITY COUNCIL MEETING MINUTES

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

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
04AUG21.docx	AUGUST 4, 2021 CITY COUNCIL MEETING MINUTES	8/19/2021	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	8/19/2021 - 1:06 PM

CITY OF RIVIERA BEACH
REGULAR CITY COUNCIL MEETING
August 4, 2021
6:00 p.m.

PRESENT AT MEETING¹:

MAYOR RONNIE FELDER	MAYOR FELDER
CHAIRPERSON SHIRLEY D. LANIER, DISTRICT 1	CHAIRPERSON LANIER
CHAIR PRO TEM KASHAMBA MILLER- ANDERSON. DISTRICT 2	CHAIR PRO TEM MILLER-ANDERSON
COUNCILPERSON TRADRICK MCCOY, DISTRICT 1	COUNCILPERSON MCCOY
COUNCILPERSON DOUGLAS A. LAWSON, DISTRICT 5	COUNCILPERSON LAWSON
COUNCILPERSON JULIA A. BOTEL DISTRICT 4	COUNCILPERSON BOTEL
CITY MANAGER JONATHAN EVANS	CITY MANAGER EVANS
CITY CLERK CLAUDENE L. ANTHONY	CITY CLERK ANTHONY
CITY ATTORNEY DAWN S. WYNN	CITY ATTORNEY WYNN

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¹ List of City Employees, Public Speakers and Others on Page 131

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
MINUTES OF THE CITY COUNCIL MEETING
HELD AUGUST 4, 2021, 6:00 p.m.**

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

CALL TO ORDER

Chairperson Lanier: Good evening. We will call the Regular City Council meeting to order. August 4, 2021, 6:03 p.m.

ROLL CALL

Chairperson Lanier: we will have the roll call, please, Madam Clerk.

City Clerk Anthony: Mayor Ronnie Felder. [Pause]. Chairperson Shirley Lanier?

Chairperson Lanier: Here.

City Clerk Anthony: Chair Pro Tem KaShamba Miller-Anderson?

Chair Pro Tem Miller-Anderson: Present.

City Clerk Anthony: Councilperson Tradrick McCoy?

Councilperson McCoy: Here.

City Clerk Anthony: Councilperson Douglas Lawson?

Councilperson Lawson: Here.

City Clerk Anthony: Councilperson Julia Botel?

Councilperson Botel: Here.

City Clerk Anthony: City Manager Jonathan Evans?

City Manager Evans: Present.

City Clerk Anthony: City Clerk Claudene Anthony is present. City Attorney Dawn Wynn?

City Attorney Wynn: Here.

City Clerk Anthony: Thank you, Madam Chair.

Chairperson Lanier: Thank you.

INVOCATION

PLEDGE OF ALLEGIANCE

31 **Chairperson Lanier:** We will have the moment of silence and the Pledge of
32 Allegiance by Councilwoman Julie Botel.

33 [Moment of silence]

34 **Councilperson Botel:** I pledge allegiance...

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

37 **AGENDA APPROVAL**

38 **ADDITIONS, DELETIONS, SUBSTITUTIONS**

39 **Chairperson Lanier:** Do we have any additions, deletions or substitutions for the
40 Agenda, Board or Staff?

41 **City Manager Evans:** None from staff, Madam Chair.

42 **Councilperson McCoy:** Madam Chair?

43 **Chairperson Lanier:** Yes, sir.

44 **Councilperson McCoy:** So, I wanna speak specifically to the MOU. And it apparently
45 is listed under discussion and deliberation. I, I guess I'm not understanding why there's...,
46 this is a real discussion. I was very clear in the motion to reconsider that I wanted us to,
47 you know, bring it back as a Regular Agenda Item. So, I don't know if there's a difference
48 between discussion and deliberation, and why it's not listed as a Regular Agenda Item,
49 but I do anticipate, and it was my hope, that we take action on this Item.

50 So...

51 **Chair Pro Tem Miller-Anderson:** We can. We can take action...

52 **Chairperson Lanier:** Mr. Evans.

53 **City Manager Evans:** Madam Chair and Members of the Board, it does not preclude
54 you from taking action on the Item simply because it's under discussions and
55 deliberations. The motion to reconsider is, in fact that, to reconsider the MOU, so there
56 are components or the entire MOU that the Board can provide Staff with direction on. But
57 it is contemplated that the Board would take action on it this evening.

58 **Chairperson Lanier:** Mr. McCoy.

59 **Councilperson McCoy:** Thank you.

60 **Chairperson Lanier:** Thank you.

61 There are no substitutions, deletions or additions.

62

63 **DISCLOSURES**

64 **Chairperson Lanier:** Are there., with the Items that are listed on the [stammer]
65 Agenda tonight, are there any disclosures from the Board or Staff in regards to any of
66 these Items? [Pause]. Very good.

67 **ADOPTION OF AGENDA**

68 **Chairperson Lanier:** Can I get a motion to adopt the Agenda?

69 **Councilperson Botel:** Move to adopt the Agenda.

70 **Chair Pro Tem Miller-Anderson:** Second.

71 **Chairperson Lanier:** Madam Clerk.

72 **City Clerk Anthony:** Madam Chair, Members of the Board, before proceeding to
73 the roll call vote, let the record reflect that Mayor Felder is now present.

74 Councilperson McCoy?

75 **Councilperson McCoy:** Yes.

76 **City Clerk Anthony:** Councilperson Botel?

77 **Councilperson Botel:** Yes.

78 **City Clerk Anthony:** Councilperson Lawson?

79 **Councilperson Lawson:** Yes.

80 **City Clerk Anthony:** Pro Tem Miller-Anderson?

81 **Chair Pro Tem Miller-Anderson:** Yes.

82 **City Clerk Anthony:** Chair Lanier?

83 **Chairperson Lanier:** Yes.

84 **City Clerk Anthony:** Madam Chair, will you be announcing the vote or?

85 **Chairperson Lanier:** Yes. We have a 5-0 vote for the approval of the Agenda.

86 **CONSENT AGENDA**

87 **Chairperson Lanier:** The Consent Agenda is up next.

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

94 **MINUTES**

95 **1. JULY 7, 2021 CITY COUNCIL MEETING MINUTES**

96 **CLAUDENE L. ANTHONY, CMC, CITY CLERK, 561-845-4090**

97 **RESOLUTIONS**

98 **Councilperson Botel:** Move to adopt the Consent Agenda.

99 **Councilperson McCoy:** Second.

100 **Chairperson Lanier:** Madam Clerk.

101 **City Clerk Anthony:** Councilperson Botel?

102 **Councilperson Botel:** Yes.

103 **City Clerk Anthony:** Councilperson Lawson?

104 **Councilperson Lawson:** Yes.

105 **City Clerk Anthony:** Councilperson McCoy?

106 **Councilperson McCoy:** Yes.

107 **City Clerk Anthony:** Pro Tem Miller-Anderson?

108 **Chair Pro Tem Miller-Anderson:** Yes.

109 **City Clerk Anthony:** Chair Lanier?

110 **Chairperson Lanier:** Yes.

111 **END OF CONSENT AGENDA**

112 **Chairperson Lanier:** That is the end of our Consent Agenda. Next Item, Madam
113 Clerk.

114 **UNFINISHED BUSINESS**

115 **PETITIONS AND COMMUNICATIONS FOR FILING**

116 **AWARDS AND PRESENTATIONS**

117 **2. City Clerk Anthony: THE WEST PALM BEACH FISHING CLUB WILL**
118 **PRESENT A \$2,000 DONATION TO THE CITY OF RIVIERA BEACH SCHOLARSHIP**
119 **FUND**

120 **JONATHAN EVENS, CITY MANAGER, 561-812-6590**

121 **PRESENTATION BY TOM TWYFORD, PRESIDENT WEST PALM BEACH**
122 **FISHING CLUB**

123 **Chairperson Lanier:** Mr. Evans.

124 **Mr. T. Twyford:** Good evening, Council Members. My name is Tom Twyford. I'm the
125 President of the West Palm Beach Fishing Club. And, for the last eighteen years, we've
126 held a pretty popular fishing tournament, right here at the Marina Village and Marina.
127 Since 2003, we've been bringing lots of folks to the, to the Marina Village here. We've
128 been through a lot of iterations here. We [chuckle], we've been out in the parking lot.
129 When the place was under construction, we were under the old Newcomb Hall. We were
130 out in the hilly Bicentennial Park.

131 And we're just really grateful to be able to host this event. This year we had two
132 hundred and thirty boats, over a thousand fisher people in the tournament. It's a very...
133 it's a very family oriented event, and we raise money, not only for the programs that the
134 West Palm Beach Fishing Club does in the community, but also our charitable foundation,
135 the Palm Beach County Fishing Foundation. So, we do lots of great things in the
136 community.

137 I, I wanna say that this year, it's really..., it really went very smoothly. It's been
138 challenging, as you all know, the last couple of years. And, despite all the challenges, we
139 did a lotta changes to our event site. It went really smooth. And, every step of the way,
140 the people that we interacted with the City... Gosh, I, I deal with Tanya Franklin at the
141 City Police Department, setting up our off-duty cops. I deal with A'borella Weathers, at
142 the Planning & Zoning Department. She's wonderful to work with. I deal with Regis
143 Frazier, right here, and her Staff, all the ambassadors at the Marina Center. You guys
144 are awesome. They were great. John Moore, the maintenance guy here. Very, very
145 helpful. And it just really went very smooth.

146 The folks down at the Marina, Lee Beauchamp and, and his, his right arm, Josh
147 Parsons. They were great. And so, we're really grateful. This is a wonderful, wonderful
148 facility to be able to host an event like this. Councilperson Botel was one of our volunteers
149 this year, at the event. And, we're grateful you worked the raffle tent. And, it was a very
150 successful event.

151 So, on behalf of the West Palm Beach Fishing Club, we have another \$2,000 from
152 our event, to present to the City's Scholarship Fund. I generally hand this over to Ms.
153 Roseanne Brown. So, I don't know if I can trust you or not...

154 [Chuckles]

155 **Mr. T. Twyford:** ...with the money, but Roseanne's not here, so I will definitely give it
156 to you and we're really grateful to[inaudible]. Thank you.

157 [Applause]

158 **Councilperson Botel:** Madam, Madam Chair? Just, just a quick...

159 **Chairperson Lanier:** Go ahead.

160 **Councilperson Botel:** Thank you.

161 **Mr. T. Twyford:** Yes.

162 **Councilperson Botel:** Just a quick word of thanks. It's a great event. And I
163 encourage everybody to get out there next year. I was behind the raffle ticket., the raffle
164 table, and boy, they make a lotta money there. So, it's nice to see that some of it is
165 coming back to...

166 **Mr. T. Twyford:** Well, we...

167 **Councilperson Botel:** ...our City...

168 **Mr. T. Twyford:** ...we...

169 **Councilperson Botel:** ...for our kids. [Chuckle].

170 **Mr. T. Twyford:** And, and I might add, 'cause you, you probably aren't aware, but
171 through our charitable foundation, we give back in other ways to the City. I have been
172 working with Kenneth Payne at the Cit's Recreation Department, Wells Rec. For as long
173 as we've been doing this tournament, longer actually, we've been taking kids fishing from
174 the City of Riviera Beach since 1988.

175 **Councilperson Botel:** Mm.

176 **Mr. T. Twyford:** I believe my hair was bright red then...

177 **Councilperson Botel:** [Chuckle].

178 **Mr. T. Twyford:** ...instead of grey.

179 [Chuckles]

180 **Mr. T. Twyford:** But, Kenneth Payne and I go back a long way. And we just took a
181 boat load of kids on the Miss Blue Heron from Wells Rec, two weeks ago. And, they
182 caught fish, and every kid went home with a brand new rod and reel. But, we've been
183 doing that for thirty-three years in the community. And the reason we're able to do stuff
184 like that, is because of successful events like this.

185 So, we're very grateful that the City's one of our partners on doing this every year.

186 **Councilperson Botel:** Thank you so much.

187 **Mr. T. Twyford:** Yeah. Thank you.

188 **Councilperson McCoy:** Thank you.

189 **Chairperson Lanier:** Thank you.

190 **City Manager Evans:** And Madam Chair, I'm gonna hand this right over to Nydia.

191 [Chuckles]

192 **Chairperson Lanier:** Thank you, sir.

193 Madam Clerk, next Item, please.

194 **3. City Clerk Anthony: REIMAGINE RIVIERA BEACH WORKSHOP SERIES**
195 **SUMMARY REPORT**

196 **MARSHA NOEL, ASSISTANT TO THE CITY MANAGER, 561-812-6599**

197 **DANA NOTTINGHAM, URBAN DEVELOPMENT ADVISOR**

198 **City Clerk Anthony:** Madam Chair, Members of the Board, we do not have any
199 public comment cards on this Item. The acceptance of public comments on this Item is
200 now closed.

201 **Chairperson Lanier:** Mr. Evans.

202 **City Manager Evans:** Madam Chair and Members of the Board, at this time, I'm
203 going to turn the presentation over to Ms. Marsha Noel, Assistant to the City Manager.

204 **Assistant to the City Manager Noel:** Alright. Good evening, Mayor...

205 **Chairperson Lanier:** Good evening.

206 **Assistant to the City Manager Noel:** Chair, City Council and everyone...

207 **Chairperson Lanier:** Let me acknowledge...

208 **Assistant to the City Manager Noel:** ...that's joined us this evening.

209 **Chairperson Lanier:** I'm sorry to interrupt you, Ms. Noel. Let me acknowledge that
210 the Mayor is on the dais.

211 **Chair Pro Tem Miller-Anderson:** She did it already.

212 **Chairperson Lanier:** Oh she did? Okay.

213 **Assistant to the City Manager Noel:** Alright. So, my name is Marsha Noel, Assistant
214 to the City Manager. And, this year, I've had the wonderful pleasure of working on the
215 Reimagine Riviera Beach community workshop series. As you are aware, we've been
216 working closely with Dana Nottingham, our Urban Development Advisor, for this project.
217 And so, we had an opportunity to compile all of the information we've been able to receive
218 from the workshop series. And that summary report is available on the Agenda. And
219 we're gonna allow for Dana Nottingham to kinda get into a presentation to share what the
220 feedback was from the workshop series.

221 So, without further ado, Mr. Dana Nottingham.

222 **Urban Development Advisor Nottingham:** Thank you.

223 Good evening.

224 **Chairperson Lanier:** Good evening.

225 **Urban Development Advisor Nottingham:** How are you doing?

226 What I would like to do tonight with my time is, is briefly go through the workshop,
227 highlight the results. I understand that you've received a copy of the summary report.
228 What I will do is just go through page by page, and highlight some things. And at the end,
229 we can..., I can answer any questions.

230 And if we go back to Page 1... [Pause]. Well, while they're doing that. The
231 workshop was convened on June 8th, June 15th, the 22nd, and 29th. The Council was
232 [stammer] briefed on July 4th. A sixty page writeup was done, documenting the detailed
233 outcomes of the workshop. And then a thirty-three page summary was circulated to you.

234 And today, we're here in two parts. First part, is just to go through the workshop
235 facilitation and the outcomes. And at the end, to highlight some strategy considerations,
236 in terms of proceeding with a holistic approach in order to make incremental decisions.

237 The report... Oh, I'm sorry. I'm the problem.

238 [Stammer] the objectives of the workshop..., you're at a critical crossroads right
239 now. And, your Master Development Program includes about nine subprojects. And
240 when you take those projects and say, 'Okay. What are we really trying to accomplish,'
241 that they're improving government administration and municipal services, Public Safety,
242 and emergency services, water resources management and conservation, Library
243 services and lifelong learning, wellness and physical and mental health programming,
244 and attracting private investment with complimentary development.

245 And so, one of the fundamental principles guiding the workshop, was the notion
246 that a bold vision of this nature, there are two sides to the coin. One is the challenge, and
247 one is the opportunity. The big challenge here is to update fifty year old buildings that
248 have..., facilities that have outlived their useful life. And then the other challenge is to do
249 that in a manner that catalyzes broader revitalization.

250 So, the scope of the workshop. The City Council established the development
251 program. The Council advanced three Options, A, B, and C. The Council desired quality
252 community feedback. The facilitator, me, development an engagement strategy. There
253 were two criteria, one was the workshop was to be progressive, in terms of building on
254 prior workshops. And two, interactive. Meaning, basically, small group structured
255 interaction.

256 Then, we shared the Options A, B, and C. We captured information from a very
257 simple retail preference survey. And then, at the culminating meeting, we had a
258 presentation by Randy Sherman on financing strategy and financing options.

259 The approach was..., Workshop 1, was a introduction overview. Workshop No. 2,
260 we divided into three focus groups. We captured the participants preferences, for Options
261 A, B, or C. We captured any exceptions that they might have to that option. And then,
262 we capture key, key questions. Throughout the event, the questions that we captured,
263 we gave answers based on the information available at that time and uploaded it on the
264 website.

265 In Workshop No. 3, we focused on a retail preference survey. Again, we divided
266 it into small workshops and focus groups. We focused on shopping preferences, within
267 and outside of Riviera Beach. We attempted to qualify and quantify shopping patterns
268 and identified desired retail and restaurant offerings.

269 Workshop 4, we connected the dots, in terms of what we had reviewed and
270 discussed. We captured the Options from A, B, and C, the preferences and the
271 exceptions. We reviewed the Master Development Program. And, as I said before, Mr.
272 Sherman talked about financing strategies.

273 So, at the workshop, Workshop 1, there were twenty participants. Workshop 2,
274 there were thirty participants. And I think it's significant to note that at least half of them
275 returned. So, there was a level of interest there that was consistent. In Workshop No. 3,
276 there were twenty participants, but still, we had fifty percent of the people were returning.
277 And then, in Workshop No. 4, the attendance was up to about fifty. And half of those had
278 returned as well.

279 The development program, this is your program. The only thing difference here,
280 it's, it's been organized, bundled, in terms of related uses. And, the reason I did this, is
281 to start the thinking about a pretty fundamental economic development strategy, which is
282 the placement of anchor uses in order to create anchor experiences.

283 And so, let's talk about each of the options. And I wanna make just key
284 observations. And what I'll do, I'll.., I will read these, and we will get copies of this to you
285 and uploaded it on the website. But it's, it's so important 'cause it's really me here,
286 translating what the community said and what the outcomes were.

287 Option A. The advantages. But first of all, this is Option A for.., I don't wanna, I
288 don't wanna assume that everybody's familiar with what it is. East, west is Blue Heron,
289 which is in red. North, south is President Obama Highway. In Option A, north of Blue
290 Heron, is what we referred to as the north parcel. South, we referred to it as the south
291 parcel. In this bubble diagram, you see on the north parcel, to the left, fronting Obama
292 Highway, a future planned [stammer] train station and a parking garage. And then, the
293 three circles on the north parcel represent private mixed use development.

294 South of Blue Heron, on the south parcel, the star indicates the proposed new City
295 Hall for this scheme, Administration. Seven is a proposed Library. And at the south
296 southern tip, is Emergency, Fire and Police. In the middle is a proposed new park. Okay?

297 The advantages of this scheme. The north parcel maximizes higher density mixed
298 use development at the proposed future train station. The south parcel consolidates
299 proposed public facilities on the south parcel, including City Hall, Library and Public Safety
300 Complex. And it includes new park, greenways and trails.

301 The third advantage. There's a offside Broadway parcel that is an option that's at
302 play in Option C. So the land is available to catalyze commercial and neighborhood
303 revitalization, along Broadway, US 1.

304 And third, is the Library site. On this scheme, the Library's site, there's been
305 identified a permanent location in Option A.

306 Next, I'm calling these just items to address, not necessarily disadvantages, but
307 items to address that came out in the workshop. Th Wells Recreation Center. Must
308 address new recreation facilities and voting place to replace existing Wells Recreation
309 Center. Second item to address, the proposed Wellness Center. Option A does not
310 identify land for proposed option center..., proposed Wellness Center, that's identified in
311 Option C. And third, Public Safety. And I raised this as a, a comment that was
312 consistently raised, that we must address questions raised about Fire and Police station
313 noise and traffic impacts on adjacent residential streets.

314 Next is Option B. In this Option, on the north parcel, in green, it indicates the new
315 City Hall, Administration and Library. In order to achieve this outcome, it means that all
316 of the use'..., existing uses, as in Option A and in Option B and in Option C, all those uses
317 would be demolished. But, in this case, the City Hall, the Library, Administration are
318 demolished and replaced with the same use on the same site. That's the north parcel.

319 On the south parcel, three, which is in blue, which fronts Blue Heron, that is a low
320 density, commercial retail facility. At the southern tip is Fire, Police, and Emergency, as
321 in Option A and Option C. And in the middle is a new park.

322 So, Option B, advantages. Is rebuilds and upgrade City Hall and Administration.
323 It commits to a [stammer] permanent north parcel Library site. On the south parcel, it
324 allows relocation of Police, Fir, and addition of Emergency operation. It includes new
325 neighborhood scale retail commercial uses, and it includes a new park, greenway and
326 trails.

327 Items to address. Number one, City Hall temporary displacement. In this option,
328 there's disruption and costs of displacing City Hall, assembly and in Administration
329 activities during construction. Next. It foregoes the north parcel commercial potential. It
330 foregoes private hirer density mixed use development potential at the proposed future
331 train station.

332 Next, Option B, items to address. Again, the same safety questions that we have
333 to respond to as in Option A. The same Wells Center Recreation, addressing demolishing
334 Wells Center, recreation facilities, and voting place, and replacing that somewhere. And
335 then, in this example, in this Option, there is no Wellness Center. It's a item to be
336 addressed.

337 Then Option C. This is the option where the City Hall would be located along
338 Broadway at Avenue E, between 22nd and 23rd Street.

339 Back at the north parcel and the south parcel, the north parcel would be slated for
340 private mixed use development, with a higher density potential because it's..., would be
341 transit oriented development. And the south parcel, number twenty, is the introduction of
342 a Wellness Center. Again, at the southern tip, 1817 and 16, that is the proposed fire
343 safety and emergency, and in the middle, the park. And I'm saying park, I'm being
344 specific, park, greenway and trails. And the intent is not athletic facilities.

345 So let's talk about advantages and items to address. Advantages, north parcel,
346 private mixed use. It maximizes higher density mixed use potential next to the proposed
347 train station. South parcel, it consolidates cross programming of Police Fire and
348 Emergency. It add new park, greenways, and trails identified on all options. It adds the
349 new Wellness Center, with potential to cross utilize cross-program, across market, with
350 the new park, greenways, trails, and Library. And the Wellness Center replaces and ex'...,
351 expands the demolished Wells Center recreation use and voting place.

352 Next, in terms of advantages. Roadway and Avenue E. It relocates City Hall
353 assembly, Administration, and parking uses to catalyze offsite commercial and
354 neighborhood revitalization. That being the Broad mixed use development corridor. And
355 then second, proposed Avenue E, residential and commercial.

356 Items to address. The permanent Library location, we have to identify a permanent
357 Library location that benefits the overall placemaking, economic, and community
358 strategies. Included in that subset, is to advance the pillars of the 2016 Library planning
359 charette to create a next generation learning resource center in a visible, iconic location.
360 And that comes from the report.

361 The same Public Safety questions. Address questions raised about Fire and
362 Police station noise and impacts on residential streets. Parks Master Plan, address
363 questions about aligning proposed facilities and recreation amenities with the City's
364 Master Parks Plan.

365 And then, further program analysis. Further consideration of positioning ancho
366 public and private uses, included shared parking in order to one, attract complimentary
367 private development, promote cross utilization programming and marketing opportunities,
368 strive to create anchor experiences and destinations that align sub district place making,
369 economic and community objectives. And then four, advance a holistic approach to guide
370 incremental decisions that drive value creation, as well as enhance quality of life.

371 So, that is a pretty detailed list of observations. When we had Workshop No. 2,
372 there were thirty people that attended. The twenty-one, their preference was for Option
373 C, and it was subject to some exceptions. Number one, was to move the Fire and Police
374 station to Blue Heron, and front it. Two, any reception that was displaced, be replaced.
375 And three, the displacement of a voting location would have to be replaced came up
376 consistently.

377 In Workshop No. 3, the retail preference study, there were nineteen people that
378 were there that night. If you look a t the ages, sixty-five to seventy-four, there were ten
379 people; seven, forty-five to sixty-four; and two, twenty-four to forty-four. Which, as you
380 know, can impact the responses.

381 We had considerable discussion, and questions, about economic leakage. If a, if
382 a business is not here, you're gonna have to go outside of the City to get your needs met.
383 That increases spending outside of the City, increases that spending pie, and the
384 offerings that are available outside of the City, instead of in Riviera Beach.

385 We., when we did the retail survey, we documented the., sort of influence areas
386 where people were shopping. And this is just a graphic to give you a sense of that. The
387 red is Riviera Beach, the red dot at Blue Heron and President Obama. But you can see,
388 just generally, just in the snapshot, you know, where people are shopping outside of the
389 City.

390 And so, we broke down into focus groups and on the retail survey, there were nine
391 retail categories that we asked the question, where do you most frequently shop to meet
392 your needs within and outside of Riviera Beach? The categories were groceries,
393 drugstore, bank, doctors, urgent care, barber/salon, hardware, gas, and car repair.

394 Of all the responses that came into those questions from nineteen people, about
395 twenty percent of those were choices of shopping within Riviera Beach. Twenty percent,
396 of those people that were there that night. Then, we., this is just a breakdown by focus
397 group, and you can look at that in detail.

398 And then, here is some of the highlights from shopping patterns that we
399 discovered. How many times do you shop at a neighborhood center per week? Over
400 half of the nineteen respondents answered two to three times a week.

401 **Councilperson McCoy:** Madam Chair? So, I wanna ask a general question, Mr.
402 Nottingham.

403 **Mr. D. Nottingham:** Yes, sir.

404 **Councilperson McCoy:** Madam Chair?

405 **Chairperson Lanier:** Yes. Go ahead.

406 **Councilperson McCoy:** So, how many of these slides., how, how much more
407 additional do we have?

408 **Mr. D. Nottingham:** Mm.

409 **Councilperson McCoy:** In terms of this presentation?

410 **Mr. D. Nottingham:** Not much more.

411 **Councilperson McCoy:** And the reason I'm saying that, we're putting a lotta emphasis
412 on some of the statistics that you've come up with...

413 **Mr. D. Nottingham:** Mhmm.

414 **Councilperson McCoy:** ...when the actual population was only nineteen people.

415 **Mr. D. Nottingham:** Of course.

416 **Councilperson McCoy:** And, and I'm really concerned that, first of all, for the efficiency
417 purposes, we're spending too much time in going through these slides and presentations
418 when that's not even., I, I mean, that's not even I mean, that's not even a half a percent
419 of the population of the entire City. And...

420 **Mr. D. Nottingham:** It's a, it's a focus group.

421 **Councilperson McCoy:** And, and... Well, I mean, from the overall attend'...

422 **Mr. D. Nottingham:** No. But, but... It's a focus group and we captured...

423 **Councilperson McCoy:** Can I finish?

424 **Mr. D. Nottingham:** ...who was there.

425 **Councilperson McCoy:** Can I finish?

426 **Mr. D. Nottingham:** Yes, sir.

427 **Councilperson McCoy:** Okay. So, so I guess the point that I'm making is, are..., is
 428 there, Mr. Evans, or even Mr. Nottingham, some expectation that we're supposed to take
 429 from these statistics that's gonna be used in making a decision, when the population, and
 430 even the sample size for that matter, is not even remotely something that I think mirrors
 431 or represents the real community input.

432 Now, I certainly understand the importance of putting forth the three different
 433 options to us and letting us know the results. But, you're getting into the minute granular
 434 details on shopping patterns when that, I believe is, initially, on its face, is gonna be taken
 435 outta context.

436 **City Manager Evans:** Madam Chair, may I?

437 **Chairperson Lanier:** Yes. Go ahead.

438 **City Manager Evans:** With respect to this discussion this evening, it is intended to
 439 bring the Board up to speed with regards to the finding of the Reimagine Riviera Beach
 440 session, and then to get direction from the Board as to how the Board wishes to proceed.

441 In..., it, it is always challenging to get a large sample size of the community to
 442 provide your perspective with regards to any municipal facilities. And it's not uncommon
 443 to have government agencies do one or two meetings with regards to that. And then, the
 444 policymakers provide direction to Staff as to how you wish to proceed.

445 What we're looking from the Board this evening is direction as to how do you wish
 446 to proceed? Because, conceivably, if we say that based on the sessions that we've had
 447 and the other meetings that we will also have over the next month . I think we've got
 448 probably about four more times where we'll be talking with other groups with respect to
 449 this project, is what will the Board like for us to do?

450 Is it more community meetings? Is the Board comfortable with the information that
 451 was collected from those that participated? Is the Board comfortable with the issuance
 452 of a solicitation document in the next couple of months to look to facilitate the activation
 453 of the property on Broadway that has been discussed, as part of Option C?

454 The longer we delay, the more construction costs go up, and the mor challenging
 455 it becomes for us to bring the facilities out of the ground. So we're trying to get from the

456 Board clear direction and how we can conceivably check the box as to what the Board is
457 looking to accomplish.

458 And so, that is why we're having this discussion this evening because we have a
459 tight timeline. We're looking to conceivably be able to move forward with breaking ground
460 on the property for the construction of a new City Hall by September 29th of 2022. We've
461 seen over the last eighteen months, construction costs go up, roughly about twenty-nine
462 percent. If we continue to delay, the facility that costs \$50MM, may cost \$85MM. So,
463 time is of the essence.

464 So, we need clarity and direction from the Board as to how you would like for us to
465 proceed, and are you comfortable with additional community meetings? Or, are you
466 comfortable with us bring a solicitation document that looks for us to go to the market and
467 see what a private.., public private partnership would like?

468 So we're, we're asking clarity from the Board as to what are the next steps?

469 **Chairperson Lanier:** Very good. You wanna go ahead and...

470 **Mr. D. Nottingham:** Should I proceed?

471 **Chairperson Lanier:** ...wrap... You wanna go ahead, sir, and go through these
472 slides, expeditiously.

473 **Mr. D. Nottingham:** Okay.

474 **Chairperson Lanier:** Thank you.

475 [Inaudible comment]

476 **Mr. D. Nottingham:** How many times do you shop at a mall per month, excluding
477 tra'.., Thanksgiving and holiday seasons? Over half the respondents answer two to three
478 times a month. How many times do you eat out on a sit down.., in a sit down restaurant
479 every month? Over half of the respondents answered ten to twelve times. Do your
480 frequently go to dinner after church? Seven out of nineteen said yes. Seven out of.., the
481 other seven out of nineteen they said two times a month. Okay?

482 So, this, in no way, is a market demand study. It, it highlights the need for the City
483 to consider doing that kinda work, especially because there's a great interest in attracting
484 retail and commercial development.

485 The, the next slide just summarizes the preferences, what people said they wanted
486 to see here that's not here now. Sit down restaurants, family, seafood, soul food,
487 restaurant and games, like Dave & Buster, high end restaurants, Chick Fil-A, recreation
488 – indoor, bowling center, movie theater, trampoline park, skating center, Dave & Busters,
489 outdoor recreation, top golf, mini golf, and Andretti Thrill Park, retail, boutique shops,
490 office supplies, Family Dollar, music, jazz, After Dark concerns, gospel.

491 This is the section of the presentation that Mr. Sherman did. In your report, here
492 are the questions that were asked. There are about thirty. On the website, there are
493 responses to those questions, based on the information at hand at the time.

494 And the next...

495 [Pause]

496 **Chair Pro Tem Miller-Anderson:** Do you wanna keep talking while he's working
497 on it?

498 **Chairperson Lanier:** Is that it, sir?

499 **Mr. D. Nottingham:** He's, he's pulling up something else.

500 **Chairperson Lanier:** Okay. One...

501 **Mr. D. Nottingham:** It, it's...

502 **Chairperson Lanier:** ...more thing?

503 **Mr. D. Nottingham:** ...coming.

504 **Chairperson Lanier:** While he finds that next slide, are there any questions from
505 the Board in regards to this presentation so far?

506 **Councilperson McCoy:** I don't have a question but I, you know, it's quite difficult to
507 legislate when you get somebody up here that says that they're gonna do a presentation
508 and before we even get started, I think, as a courtesy, we need to know what is gonna be
509 expected.

510 I mean, we just place things on the Agenda, we're fifteen minutes into a
511 presentation and until I bring up the question, that there's gonna be some, I guess,
512 expectation that us to provide feedback, is a little bit disingenuous. I mean, and to the
513 point of the Manger, we are on a tight timeline and, I mean, not just in the whole Ci'., in,
514 in, in the larger scale, but I mean, just for the meeting purposes.

515 I mean, this almost seems like something that we should've taken up in the
516 workshop, as opposed to spending a whole lotta time in a Regular City Council meeting
517 to deal with these Items when, again, as a Member, you have no idea what we, we should
518 expect. And I think that is not fair in the essence of time.

519 **City Manager Evans:** Madam Chair?

520 **Chairperson Lanier:** Yes. Go ahead, sir.

521 **City Manager Evans:** We are following the same process and protocol that has been
522 done for probably well over a decade, with respect to when Items are posted on the
523 Agenda, when the Items are available for public consumption. We can't, and the Board
524 knows, a decision cannot be made in a workshop setting. And so, we need an actual City

525 Council meeting for the Board to provide us a clear direction or action, and so we have to
526 place these Items on this particular setting.

527 And this is only time that you, as a Board, can convene to have a substantive
528 discussion. This is probably the most important decision that you, as policymakers, will
529 make in a generation. And so it's important that we get the feedback, and instruction from
530 the Board, as to how we can move forward. Because nobody wants to bring this back
531 multiple times. And so, the more clarity the Board can provide us, and the more concise
532 the direction, the better end product it can be. And we can move through subsequent
533 steps.

534 So, if the Board wants to direct Staff to have additional community meetings, we'll
535 go ahead and do that, and bring that back. But, we do believe that, in order to accomplish
536 some of the things that the Board has set forth with their 2030 vision, that some decisions
537 have to be made, and it has to be in this type of forum.

538 **Chair Pro Tem Miller-Anderson:** Madam Chair?

539 **Chairperson Lanier:** Yes. Go ahead.

540 **Chair Pro Tem Miller-Anderson:** I understand where Mr. McCoy is coming from,
541 and also the Manager. I do believe that if we could kinda speed it up a little bit with the
542 slides, in, in putting the information out there so that we can go ahead and address
543 whatever it is that we need to address. Because it, it has been about twenty, twenty-five
544 minutes. And I know a lotta time and effort has been put into all this information, but we
545 do want to be cognizant of the fact that we do have a..., other things on the Agenda.

546 And so, if you can kinda get to the point, [inaudible] and, you know, hit the
547 highlights, and then that way we can get to public comment, if there are some, and then
548 comments from the Board.

549 **City Manager Evans:** Okay.

550 **Chair Pro Tem Miller-Anderson:** Thank you.

551 **Councilperson McCoy:** Follow up?

552 **Mr. D. Nottingham:** Yes, ma'am.

553 **Chairperson Lanier:** Yes. Go ahead.

554 **Councilperson McCoy:** So, you know, ironically, I had the very conversation with the
555 Attorney today about presentations. So, generally, as a rule, we don't provide for public
556 comments on presentations. But now...

557 **Chair Pro Tem Miller-Anderson:** [Inaudible].

558 **Councilperson McCoy:** ...after starting this presentation, we find out that we're
559 expected to give Staff some direction as to whether we need...

560 [Inaudible comment]

561 **Councilperson McCoy:** ...more community meetings. And I'm okay with it. It's just,
562 like, you know, kinda knowing what the rules of the game are before we get started
563 because, I mean, we'll, we'll be here, no doubt, until 11:00 o'clock with the number of
564 Items on the Agenda if we continue to you know, go through a thirty-three page slide...,
565 I'm sorry, a thirty-three slide show presentation, and then another presentation that
566 they're queuing up, I mean, it, it's just, like, it's, it's only fair to know what we're being
567 asked to do.

568 And I appreciate the Manager for explaining that, but, you know, even from the
569 Agenda, that is not clear that there was an expectation of a decision to be..., or even
570 direction for that matter, to be given tonight.

571 So, that, that, that's what I brought that up for, because certainly we've spent at
572 least twenty-five minutes. And this is the, I guess, first Item of substance that we've
573 taken care of on the Agenda.

574 Thanks.

575 **Chairperson Lanier:** Thank you, sir. Go ahead.

576 **Mr. D. Nottingham:** Okay. I, I will be fast. And...

577 **Chairperson Lanier:** Alright. Thank you, sir.

578 **Mr. D. Nottingham:** And the purpose of everything I'm saying is informational.

579 When I talk about holistic appro'..., approach, I say it a lot, what does it really mean?
580 It means a strategy for placemaking for economic development and for community
581 building. So, what does that mean in terms of placemaking strategy? How do you do it?

582 The fundamental pri'..., principle is mix, mass and met. The mix uses, the critical
583 mass of the uses and how those uses are connected to each other. In terms of economic
584 strategy, there are three substrategies, reinforce, build on your strength, revitalize,
585 maximize untapped potential, and restructure. Fix what's broken.

586 Community strategy. It boil' down to learning, the wellness, home and values.
587 Home is anything related to your home, work, job values, family, community leadership
588 value. When those three strategies are aligned, the cities that have the most successful
589 revitalizations create anchor uses and experiences that are those three things on the
590 right, locally relevant, reasonably appealing, and locally authentic.

591 So what does that look like? If we looked at your City core on the left, the three
592 major subdistricts, one is the ocean front, the other is Broadway, Marina Village, Avenue
593 E, and the third is the subject of the Options A, B, and C. If you look on the right,
594 holistically, each one of those subdistricts requires a different strategy. On the beach, to
595 reinforce your strengths. Never ignore your strengths. On B, maximize untapped
596 potential. Here, there's an opportunity along your future downtown corridor, future
597 innovation corridor, whatever you wanna call it, there's an opportunity in Option C to

598 locate the City Hall to be a, a, a part of that and to catalyze development along Broadway
599 and Avenue E.

600 Option C, when you talk about Reimagining the City, bring your helicopter down
601 and think about Reimagining the City core. And the north parcel, the south parcel that
602 we've been talking about, that, in essence, given the, the growth coming down the railroad
603 track spine, the easterly growth that, in essence, is the new gateway to your City core.
604 So you would be revitalizing the gateway at Broadway and Blue Heron, and revitalizing
605 the gateway at President Obama And Blue Heron.

606 And that's the end of my presentation.

607 Thank you very much.

608 **Chairperson Lanier:** Thank you, sir.

609 Any questions for Mr. Evans or for the presenter from Staff? [Pause]. Very good.
610 So, Mr. Evans, you r comments in regards to how we need to move forward, exactly what
611 are your expectation of this presentation from us this evening?

612 **City Manager Evans:** So Madam Chair, the intent of the presentation is to get some
613 clarity and some direction from the Board as to how you wish to proceed.

614 If you think that we need to have additional community charettes, we certainly will
615 do that. We have a couple that are occurring over the next thirty days. But we are going
616 to do everything that the Board provides us the direction to do, to feel comfortable with
617 making the next step in the process.

618 And, what does the Board need for the purposes of saying, based on the
619 progressive workshop that we had, the four workshops, that the Board is comfortable
620 with looking to site City Hall on the property on Broadway. That's been a deviation from
621 a lot of conversations that we've had over the past couple of years, so is it something that
622 the Board needs some additional information, or the Board is comfortable with that site
623 being the selected site? And then, us working on the solicitation document and ultimately,
624 of course, bringing that back to the Board for review, working with our P3 consultants and
625 Legal, to be able to have a solicitation document prepared and ready to be able to see if
626 there's any partnership opportunities incorporating that site in the overall design and
627 reconstruction of City Hall?

628 **Chairperson Lanier:** I think that, because you have other community meetings
629 scheduled, I have to agree with Mr. McCoy in terms of, of the small number of residents
630 that we've had input from. I certainly would like to have additional input from community
631 members. Additional residents' participation, in terms of exactly where this Public Safety
632 facility will be.

633 And I think that, that would be in the interest of the public and of this Board, to be
634 able to give that additional time. And I would say thirty days, to be able to get more
635 information, and more input from the residents about City Hall, and about how this should
636 work.

637 **Chair Pro Tem Miller-Anderson:** Madam Chair?

638 **Chairperson Lanier:** Yes. Go ahead.

639 **Chair Pro Tem Miller-Anderson:** I, I would.., I, I agree with you to a certain extent,
640 only because... I know a lot of hard work went into trying to set up these meetings at
641 Wells. Now, that was in one location, but we really put out a great effort in bringing people
642 to the meetings. Or, at least inviting people to the meetings.

643 But what may be beneficial is, is, is if each one of us had a meeting in our District,
644 perhaps. And then really flood the area. It's obviously gonna be a shorter meeting, 'cause
645 it's just gonna be that one meeting that will encompass the whole four days that.., four
646 times that they met. But, at least we can say we put forth an effort to really get the input
647 of the people. You can't make people participate and you can't make people come out,
648 but, at least if we did it in each District, we could say that we have really went out and
649 tried to get people's input. And then from there, be able to go ahead and make a decision.

650 But I, I think thirty days. I don't think we need to continue to prolong it, because
651 as we said before, we are trying to get things done, and we do not want to continue to
652 have Staff going back and forth and bringing things back all the time. So, if we can get
653 those done by Septem'.., you know, end the month of August, I think that would be more
654 than fair. And then, from there, we can go ahead and decide.

655 But I think we probably can give some.., at least some sort of direction if we're
656 talking about wanting to do with... Are we looking to move in that direction with Option
657 C? I'm not totally convinced of that yet, but I do somewhat respect the.., I mean, I don't
658 wanna say I do somewhat respect.

659 [Chuckles]

660 **Chair Pro Tem Miller-Anderson:** I mean, I respect the people's... That was not..,
661 that didn't come out right.

662 Knowing that it was a small amount of people, but I know they were there and they
663 participated and they spoke loudly. So, I do respect that part. But I would like to see, you
664 know.. I, I definitely know that the Park Manor area did not participate. Those members
665 did not participate as much as I would have liked to see. Especially knowing that this
666 would impact their, their front and backdoor. So, I want to make sure that Park Manor is
667 one of the areas that we have a meeting in.

668 And then, from there, I'll be good to go.

669 **Councilperson Lawson:** Madam Chair?

670 **Councilperson Botel:** Madam Chair?

671 **Chairperson Lanier:** Yes. Bo'.., Councilwoman Botel.

672 **Councilperson Botel:** Yeah. Thank you.

673 I agree. I'm, I'm planning to have a meeting focused on this topic. My regular
674 quarterly Singer Island town hall meeting was scheduled for the 19th. It's usually the third
675 Thursday of every quarter, the three months. But I moved it to the following Tuesday
676 because Mr. Evans and company are having a..., another meeting on that night. So, it'll
677 be postponed until the following Tuesday. That's the 24th.

678 But we will be addressing this topic. And I typically get sixty to eighty people at
679 those meetings. So, I'm hopeful that we..., we'll get a good response. And as long as we
680 can keep it to thirty days, I think we'll be fine and, and we can then really move forward
681 with the assurance that we've had sufficient input from anybody in the community who
682 wants to weigh in on this. We can, we can move forward that way.

683 Thank you.

684 **Chairperson Lanier:** Thank you.

685 **Councilperson Lawson:** Madam Chair?

686 **Chairperson Lanier:** Mr. McCoy? You had a comment?

687 **Councilperson Botel:** No. It's...

688 **Chairperson Lanier:** Oh, I'm sorry. I'm sorry, Mr. Lawson.

689 **Councilperson Lawson:** Thank you, Madam Chair.

690 I'm in agreement with my colleagues that we just need to get a little bit more input.
691 What I would recommend we do is, we just put out a aggressive marketing strategy
692 campaign. I love Councilwoman Lanier..., Councilwoman Miller-Anderson's additional
693 community charettes. If we wanna host a charette in each one of our Districts, that would
694 be a great idea. We're gonna be hosting..., District 5 will be hosting one tomorrow at the
695 new Library at 6:30. And this is actually the topic of discussion.

696 So, what I was also thinking is we add a link to the City website, where we can
697 actually have people cast their vote, give a brief overview of the Reimage workshop, or
698 even sending out surveys via water bills. But just getting as many votes and support from
699 the [stammer] community as possible, and making sure that they're aware of this major
700 decision.

701 'Cause, as we said, we don't wanna rush this decision because this will affect
702 generations, but, at the same time, we wanna make sure that we can actually move
703 forward with the more than thirty residents' input. Our Staff did an amazing job with this
704 workshop. So, I don't wanna discredit anything that they did but I do wanna get as much
705 feedback as possible.

706 So, if we can put an aggressive marketing strategy out for the next thirty days, so
707 that we can actually get more input from the community to move forward with this project.

708 Thank you, Madam Chair.

709 **Chairperson Lanier:** Thank you.

710 I think that's the consensus of the Board, Mr. Evans, that we do thirty days for
711 additional community input. Maybe take the suggestion of Commissioner Miller-
712 Anderson, in terms of having it in our respective Districts, but certainly bring it back. And
713 I would, you know, say the second meeting in September. Or, the first meeting in
714 September. It would be up to the Board, first or second meeting in September? In...

715 **Councilperson Lawson:** Madam Chair?

716 **Chairperson Lanier:** ...terms of bringing this back for a decision.

717 [Inaudible comments]

718 **Chairperson Lanier:** The second. So, the second meeting in September, we'll
719 bring this Item back for a decision in terms of where we will go, and that way we will have
720 given the public the opportunity to weigh in, having charettes in our different respective
721 Districts.

722 It is, it is on the website, it is advertised on Channel 18. So that would give a
723 [stammer] sufficient amount of time to come back to the public, and to be able to make a
724 decision.

725 **Councilperson Lawson:** Madam Chair?

726 **Chairperson Lanier:** Yes, sir.

727 **Councilperson Lawson:** I would love to see it come back... I know you just said the
728 second meeting, but I'd love to see it come back on the first meeting. That gives us
729 exactly thirty days to move forward with this. We already have..., a few of us have some
730 community charettes. Mr. Evans has already expressed that he's hosting a few charettes
731 as well. In addition, it's not gonna take long to add a survey to the website, or possibly
732 getting them out to..., as mailers.

733 So, let's just give it thirty days and let's bring it back the first meeting in September
734 versus the second. And that gives Staff a little bit more time to work on the..., preparing
735 the RFP and the solicitation.

736 **Chairperson Lanier:** First meeting?

737 **City Manager Evans:** Ma'..., Madam Chair?

738 **Chair Pro Tem Miller-Anderson:** [Inaudible].

739 **City Manager Evans:** Yeah.

740 **Chair Pro Tem Miller-Anderson:** ...[inaudible].

741 **Chairperson Lanier:** I see.

742 **Chair Pro Tem Miller-Anderson:** I mean, [inaudible].

743 **City Manager Evans:** Madam Chair?

744 **Chairperson Lanier:** Yes. Go ahead, sir.

745 **City Manager Evans:** If, if the Board would indulge Staff to possibly go for the
746 second meeting in September because that...

747 **Chairperson Lanier:** Yeah.

748 **City Manager Evans:** ...we have to then get with you, schedule the venue, make
749 sure there's no other conflicts. And then there's budget meetings and CRA meetings,
750 and all that...

751 **Chairperson Lanier:** Yes.

752 **City Manager Evans:** ...that we're gonna have to work through as well. So, if the
753 Board will give us the second meeting in September. I'll also have Staff work concurrently
754 on the inner workings of a solicitation document, so that's not sitting there and waiting.
755 So, we can kinda kill two birds with one stone.

756 So, we'll move forward and then bring back to the Board, some information related
757 to this project. And we will look to facilitate some type of online poll for people to watch
758 a video, and then vote on what they..., what option they like.

759 **Chairperson Lanier:** Very good. Thank you, sir.

760 That's...

761 **Councilperson McCoy:** Yes.

762 [Inaudible comment]

763 **Chairperson Lanier:** Go ahead, sir.

764 **Councilperson McCoy:** I, I would agree.

765 Mr. Evans, there's a guy over at the CRA, you may...

766 **Councilperson Botel:** [Chuckle].

767 **Councilperson McCoy:** ...know him. Can you work with him and make sure that we
768 have all of the meetings, both City and CRA, so that we can have more or less a, a
769 timeline that's gonna carry us through the end of the fiscal year? Because, I know we're
770 gonna really pick up on budget meetings here very soon. And I wanna make sure that
771 we have enough ample time to get the word out, and that there aren't any personal
772 calendar, or personal schel'..., scheduling conflicts as well.

773 **City Manager Evans:** Madam Cahir, if I may?

774 **Chairperson Lanier:** Yes. Go ahead.

775 **City Manager Evans:** Yeah. We'll create a, a calendar for the month of August and
776 the month of September with the engagements and obligations on that calendar. And
777 then we'll send that out to the Board, and then Staff will actually call you and schedule
778 when you would like to have it, and where you would like to have your community charette
779 meetings.

780 So, probably, you'll get the calendar, hopefully, by end of week and we can then
781 start making the phone calls by the first of next week.

782 **Chairperson Lanier:** Okay, Mr. McCoy?

783 **Councilperson McCoy:** Thank you.

784 **Chairperson Lanier:** Alright. Very good. So that ends that matter.

785 Thank you so much, Mr. Evans, for that information. With that being said, what is
786 our next item, Madam Clerk?

787 **4. City Clerk Anthony:** Madam Chair, Members of the Board, we are now onto
788 Item No. 4. The presentation by the Champion Team who competed in the National
789 Convention of Black Chief Officer Committee.

790 And it's listed that this presentation is on behalf of Mayor Ronnie Felder but the
791 presenter will be Mr. Amon Yisrael.

792 **City Clerk Anthony:** **CHAMPION TEAM**

793 **THERE WERE SEVEN AFRICAN AMERICAN TEENS AND ADULTS WHO HAVE**
794 **COMPETED IN THE NATIONAL CONVENTION OF BLACK CHIEF OFFICER**
795 **COMMITTEE THE CHAMPIONSHIP TEAM JOINT EFFORTS WITH BUILDERS OF**
796 **THE HIGHWAY-AMON ISRAEL AND THE PRIDE OF RIVIERA BEACH LODGE #1574-**
797 **BRUCE HERRING.**

798 **THESE ARE THE FIVE INDIVIDUALS FROM RIVIERA BEACH**

799 **1ST PLACE KEITH GOLDEN**

800 **2ND PLACE ISHMAEL HILAIRE**

801 **3RD PLACE JULIEN JONES**

802 **4TH PLACE TAMYA DAVIS**

803 **5TH PLACE JEREMIAH SCOTT**

804 **RONNIE FELDER, MAYOR, 561-845-4145**

805 **AMON YISRAEL WILL BE THE PRESENTER**

806 **Mayor Felder:** Thank you.

807 As [stammer], Brother Amon is coming up, there was several individuals who
808 participated in this oratorical . The top five..., or the five Riviera Beach students took the
809 five top spots in this oratorical. I'm very, very proud of each and every one of you. Keep
810 up the good work and we wanna present you with a plaque afterwards.

811 Than kyou.

812 **Chairperson Lanier:** Thank you.

813 Go ahead, sir.

814 **Mr. A. Yisrael:** Good evening, Mayor, Chair and Council. Amon Yisrael.

815 The Black Chief Officers National Convention, at every convention they have an
816 oratorical and leaves scholarship funds in that location. The gentleman that I'm..., that's
817 with me, his name Keith Golden, Jr. He will be doing his presentation.

818 Thank you.

819 **Chairperson Lanier:** Thank you.

820 Go ahead, sir.

821 **Mr. K. Golden:** Distinguished Black Chief Officers. Mr. Contest Manager, Honorable
822 Judges, ladies and gentlemen.

823 My topic today is what is it like to be a black student in America? A needle in a
824 haystack. So commonly used, yet it has so much meaning. Some use it to try and to
825 refer it to trying to find their earring in a park. However, I use it to describe what it's like
826 to be a black student in America.

827 Scratch that. A better way to describe, is like a hay in a needlestack because it's
828 almost like everything is against you. In history class, the first instance of black history
829 you learn is slavery. Basically telling our young kings and queens that they started out
830 as enslaved people. Not to mention, on top of all that, they don't even give the full story.

831 One thing about the men that's controlling the pen, to write history, they always
832 seem to white out [inaudible]. Remember, the victors wrote the story.

833 After all that, it's hard to believe that we are still enslaved. This time, it turned from
834 shackles on the wrists, into shackles on our mind. You have to work twice as hard, yet
835 get half as far. Graduating from a predominantly white catholic school, I've seen first-
836 hand how they've tried to place these shackles.

837 When I transferred in, the first question I always received was, 'Are you here for
838 sports?' No, ma'am. I'm here to take advantage of what others take for granted. I am
839 not here to add value to your athletic teams.

840 According to Edutopia, fourteen percent of the U.S. population is black, but only
841 seven percent of all U.S. public school teachers are black. We learn about world leaders

842 that don't look like us, from teachers that don't look like us. So, around students that don't
843 look like us, suddenly, that hay in the needlestack, doesn't seem too far from the truth.

844 Some people have the nerve to tell us that racism is over because Obama was
845 elected. Just as slavery, racism transformed, this into placeism, knowing your place.
846 Social racism, if you will. No one wants to eat with you at lunch, no one wants to work
847 with you in group projects, people grab their personal items tight as they walk by. They
848 get quiet when you enter a room. They don't even wanna make eye contact with you.

849 They want to play with your hair, they use you as the butt of all laughter. They
850 make fun of how you act and talk. They use your myelinated skin to play tic tac toe. I've
851 asked if someone needed help, and they replied, 'If you wanna mow my lawn.' I've been
852 voted most likely to end up in jail. I've been told by one of my classmates that he wants
853 to make a baby with a strong black African woman, leave the baby and then come back
854 when he's D1. He said he was really going for the black experience.

855 According to PBS.org, in Virginia, black students make up thirty-nine percent of
856 students enrolled within a public school with at least one arrest. However, those same
857 black students make up sixty-nine percent of all school based arrests.

858 In Louisiana, black students compromise of forty percent of students enrolled
859 within the public school, with at least one arrest. But those black students make up
860 seventy-five percent of all school based arrests.

861 I've been followed by the school security because I looked suspicious. I
862 understand though. Maybe he needed a raise. They wanna treat you differently and then
863 label you a monster and a delinquent when you're fed up and call it out.

864 In English class, they've talked to me like I've had the lowest grade in the class
865 when, in fact, I've had the highest. They even got surprised when I said words with more
866 than two syllables.

867 According to the Educational Department for Civil Rights, black students are three
868 times more likely to be suspended or expelled than white students. This means that we
869 can't be in class to learn at the same rate as our classmates. Getting suspended matters.
870 Because, it's correlated with being referred to law enforcement, and arrested. Black
871 students make up twenty-seven percent of students referred to law enforcement. They
872 also make up thirty-one percent of students who are arrest. However, those black
873 students make up eighteen percent of students enrolled within public schools today.

874 As a general rule, black students now often receive the benefit of the doubt when
875 they engage in questionable or bad behavior.

876 Beautiful people, keep that head high because it's not all bad. In 2016, for
877 example, enrollment in historically black colleges and universities has increased, which
878 means among black students, obtaining a college degree remains high. Also in 2016,
879 research published in the Journal of Blacks in Higher Education says that black women
880 now have the highest graduation rate of any demographic at the University of Georgia.

881 I've heard this quote that says, 'Why fit in when you were born to stand out?' I
882 believe our young myelinated leaders should take hold of this quote. Why try to be on
883 our classmates level, when we were literally made different? To make a diamond, you
884 have to have a coal, apply heat with pressure and then you have to cut it. We are being
885 molded. We will grow from the experiences we fact, and we will not let it make us bitter.

886 In conclusion, change will not come if we wait for some other person or some other
887 time. We are the ones we've been waiting for. "We are the change that we seek," says
888 Barack Obama. Young people, we are the generation to make changes. Love your fellow
889 brothers and sisters. Build each other up so one day we can be leaders, owners,
890 inventors. Yes, we face a lot of diversity, and yes, we do face a lot of obstacles. But best
891 believe, when your realize you were born to stand out, just as thee Black Chief Officers,
892 no one will be able to hold a candle against you.

893 Thank you.

894 [Applause]

895 **Mr. A. Yisrael:** There was a couple of questions that was asked of me, exactly what
896 was happening. The Black Chief Officers has..., have an oratorical every year. The Fort
897 Lauderdale area was choosed this year. A gentleman did not want the..., them to take the
898 money back because it was a short time to put the oratorical together so we got five
899 students from this rea. They did outstanding. We refer to them as the Championship
900 Team.

901 The [inaudible]... Oh, right here in front of me. Okay. [Chuckle]. Improve
902 benevolence and protective order of the Elks World Organization, pride of Riviera Beach
903 local chapter. We will [inaudible]... And I'd definitely like to thank our Mayor, Jonathan
904 Evans and Dawn for encouraging the students. They did this in a short period of time.
905 All five students took the five top positions.

906 The person we will have is [pause] is Tamika Davis.

907 [Inaudible comment]

908 **Mr. A. Yisrael:** I mean, Tamya Davis. That's her mother. [Chuckles]

909 [Applause.

910 I refer to her as more than a pretty face. Then we have Julien Jones.

911 [Applause]

912 I refer to him as the quiet storm. And then we have Ishmael... And I'm not gonna
913 mess up his last name, but I refer to him..., we refer to him as our big brother.

914 [Applause]

915 There's a gentleman that could, that could not make it. His name is Jeremiah
916 Scott, but I'll make sure that gets this.

917 The winner of the oratorical, the Black Chief Officers National Convention
918 Oratorical Competition goes to our very own, and I want you to listen to the name, Keith
919 Golden, Jr.

920 [Applause]

921 **Mr. A. Yisrael:** Thank you so much for your time, Council.

922 **Chairperson Lanier:** Thank you. Thank you, young men. Young women as well.

923 Very good. Excellent. Give them another round of applause. That was very good.

924 [Applause]

925 **Chairperson Lanier:** Thank you. Go ahead, Madam Clerk,.

926 **PUBLIC HEARINGS**

927 **ORDINANCES ON FIRST READING**

928 **5. City Clerk Anthony:** Madam Chair, Members of the Board, we're now onto
929 Item No. 5.

930 **City Clerk Anthony:** **ORDINANCE NO. 4176 AN ORDINANCE OF THE CITY**
931 **COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA,**
932 **AMENDING CHAPTER 5 ENTITLED "ELECTIONS", SECTION 5-11 ENTITLED**
933 **"CANVASSING; CERTIFICATION OF ELECTION" OF THE CITY'S CODE OF**
934 **ORDINANCES TO PROVIDE FOR THE CITY COUNCIL TO SELECT A MEMBER OF**
935 **THE COUNCIL OR ANY OTHER INDIVIDUAL FOR THE MUNICIPAL ELECTION'S**
936 **CANVASSING BOARD; AUTHORIZING RENUMERATION OF SAID CHAPTER, IF**
937 **NECESSARY; PROVIDING FOR SEVERABILITY, INCLUSION, AND CODIFICATION;**
938 **AND PROVIDING FOR EFFECTIVE DATE.**

939 **CLAUDENE L. ANTHONY, CMC, CITY CLERK, 561-845-4090**

940 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
941 comment on this Item. The acceptance of public comment on this Item is now closed.

942 **Chairperson Lanier:** Thank you. Can I get a motion for.., to approve Ordinance
943 4176.

944 **Councilperson Botel:** Move to approve the [stammer] the Ordinance.

945 **Chair Pro Tem Miller-Anderson:** Second.

946 **Chairperson Lanier:** Very good.

947 Mr. Evans.

948 **City Manager Evans:** Madam Chair and Members of the Board, I will ask that the
949 City Clerk make this presentation.

950 **City Clerk Anthony:** Madam Chair, Members of the Board and the public, after the
951 last election, a review was done of the composition of the [stammer] Canvassing Board
952 of the municipalities around Palm Beach County, and who was responsible for appointing
953 these members. It was determined that the City of Riviera Beach is the only municipality
954 in Palm Beach County that allows the City Clerk to appoint the third member of its
955 Canvassing Board.

956 So, what is before you tonight is an Ordinance proposing that the City Council
957 selects a City Council Member or any other individual, if they so desire, as well as an
958 alternate member.

959 Also in the backup information, you will find where the Palm Beach County
960 Supervisor of Elections, Wendy Link, has proffered that the County Canvassing Board
961 serves as the Canvassing Board for the municipal election. This option was not included
962 in the Ordinance. However, you do have the authority to direct Staff to put it in the
963 Ordinance, if you so desire.

964 As notated in the backup information, Ms. Link will be here at our August 18th City
965 Council meeting to discuss her reasoning for offering this option to municipalities
966 throughout Palm Beach County.

967 **Chairperson Lanier:** Very good.

968 Public comment, please.

969 **City Clerk Anthony:** Mary Brabham, J.B. Dixon.

970 **Ms. M. Brabham:** Good afternoon. Mary Brabham, Rivera Beach.

971 Can you hear me?

972 **Chairperson Lanier:** Yes, ma'am. You can pull it down a little bit.

973 **Ms. M. Brabham:** Just pull it down?

974 **Chairperson Lanier:** Yes. Yes, ma'am.

975 **Ms. M. Brabham:** Good afternoon. Good evening. Mary Brabham, Riviera Beach.

976 It is about time that we as a City also conform ourselves to be governed like our
977 surrounding municipalities. I have always felt that the Canvassing Board should be
978 something that should be what's in the elected board, because why? Why does Ms.
979 Brabham say that, as well as others?

980 When we were talking about making single-member districts. Yeah, Ms. Brabham
981 gonna say it. Because it gives you as the elected body, to choose. We done want nobody
982 outside. We would rather for the Board to look amongst yourselves, and then you select
983 first and second, whoever that may be, as long as you come with a clear mind. Because
984 on the Canvassing Board, you're gonna sit there, along with the Supervisor of Election
985 and you're gonna count and you're look just like they're looking too.

986 So, if anything is out of the way there, the Supervisor of Election and other superb
987 Staff will catch it. But a lot of times we get ourselves caught up where we are because
988 we have a tendency to parlay. And sometimes we have to keep that confusion out. Out
989 of these elections. Because, that's what is happening now.

990 I always say, 'May the horse win.' Whichever horse is gonna come out that stable,
991 and that horse is gonna win, that will be the winner. And Ms. Brabham will always look
992 upon whoever is the winner, I will work with you, if you allow me to work with you. Now
993 that's entirely on you. But we must let our elections be fair. We must allow our elections
994 to do what [stammer] democracy was designed to do. And government is for the people,
995 as well as by the people.

996 So, I wish that you consider making this amongst yourself. Because a lotta times
997 when you, when you appoint somebody outside, they're bringing all of their stuff in. And
998 we don't want that. It's time out for that, period. It shouldn't've been like that in the
999 beginning. And to be in conform with other municipalities and, and, and government, it is
1000 about time for us to do things, orderly.

1001 So, those are my comments. So I hope that you, as a Board, do consider those.

1002 Thank you. And good evening again.

1003 Thank you.

1004 **Chairperson Lanier:** Thank you.

1005 **City Clerk Anthony:** J.B. Dixon.

1006 **Chairperson Lanier:** She waived her...

1007 **City Clerk Anthony:** Madam Chair, Members of the Board, that concludes public
1008 comments.

1009 [Inaudible audience comment]

1010 **Chairperson Lanier:** Alright. Very good.

1011 Are there any comments from the Board in regards to this Item? Yes. Go ahead,
1012 sir.

1013 **Councilperson McCoy:** Thank you, Madam Cahir.

1014 Members, specifically, you know, I, I'm..., I, I wanna point out two things. So, first
1015 of all, I think for the current situation where the member of the Canvassing Board
1016 appointed by the Clerk, I think it is the most fairest option. I do not want the responsibility
1017 of any Member on the Board having the role in selecting who gets to go and review
1018 canvassing.

1019 I mean, I had the opportunity of doing it this year and obviously every city has their
1020 way, and rhyme or reason of doing it, but I think what was done in this situation actually...

1021 it is fair, and that's the most, I think, reasonable method. Well, not the reasonable mech'...,
1022 method. I'll actually propose the other one in a minute.

1023 But, as it's presented with this Ordinance, essentially, what, what..., and I brought
1024 this up to Administration yesterday, what's gonna be, I guess suggested is that the Board
1025 actually selects a Member of the Canvassing Board. I mean, this body selects a member.
1026 And the problem with that is because I think, even if you're not up for office, then you
1027 have the decision of actually appointing a person and the language that's proposed here
1028 doesn't even require that that person be elected. You can basically, with a majority vote,
1029 appoint somebody from the community. And I think that's the very thing that goes against
1030 us being kinda impartial, and it's not being something that's politically motivated.

1031 The other alternative that I thought was mor important, and I think for efficiency
1032 purposes is, just allow the County Canvassing Board to take up that role. Because, what
1033 happens, if they're already there doing the very thing..., we already know that that
1034 Canvassing Board, by statute, includes a member of the Count Commission, a Judge,
1035 and the Supervisor of Election, as well as, I believe, our Clerk, as well? If, if that was to
1036 be proposed, and that kinda eliminates any involvement by the City at all.

1037 But if you really wanna achieve some impartiality, I would say, I think allowing
1038 someone completely independent of the political process of the Riviera Beach City
1039 Council, to actually take up that responsibility.

1040 That's all I have.

1041 **Chairperson Lanier:** Very good.

1042 Any other comments?

1043 I wanted to ask... You said that there's gonna be someone coming on the 18th to
1044 talk about this very Item?

1045 **City Clerk Anthony:** Ms. Link will be here at, at our August 18th City Council
1046 meeting to discuss her reasoning behind for proffering that the County Canvassing Board
1047 serves as the Canvassing Board for the municipal election.

1048 That is in the communication that's part of the backup information from Ms. Link's
1049 office, that's included in, in the backup.

1050 **Chairperson Lanier:** So, is there a rush to get this Item done tonight?

1051 **City Clerk Anthony:** Madam Chair, Members of the Board, there is no rush to get
1052 this done tonight. You call can wait until after she does her presentation to make the
1053 decision on whether or not you wanna move forward with selecting the [stammer] County
1054 Canvassing Board, or going with what Staff has offered, or not make any changes at all.
1055 It's totally in your hands.

1056 **Chairperson Lanier:** I would like to hear that presentation first. If we're gonna make
1057 a decision about it. That's just..., that's just the...

1058 **Councilperson Botel:** I, I'm willing to...

1059 **Chairperson Lanier:** ...the...

1060 **Councilperson Botel:** Madam, Madam Chair. I'm willing to withdraw my motion.

1061 **Chair Pro Tem Miller-Anderson:** I will pull my second.

1062 **Councilperson McCoy:** So...

1063 **Councilperson Botel:** And I make... I was gonna make a motion that we postpone
1064 this Item until after we've heard the presentation by Ms. Link.

1065 **Councilperson McCoy:** Second.

1066 **Chairperson Lanier:** Very good.

1067 **Councilperson McCoy:** Debate.

1068 **Chair Pro Tem Miller-Anderson:** Question.

1069 **Chairperson Lanier:** Go ahead.

1070 **Councilperson McCoy:** So..., actually, more or less a question. So, Ms. Wynn, I guess
1071 looking at the title of this Ordinance, this speaks to the composition of the Canvassing
1072 Board. But what's proposed in the Ordinance also speaks to administration of an oath
1073 and the acceptance of the certified results. But when you're looking at the Ordinance, it's
1074 in two separate sections and I wanna ensure that we've capture, appropriately, the title
1075 correctly, because it doesn't speak to the administration and oath of the results.

1076 And I guess, you know, if we do take the option of, you know...

1077 **Chairperson Lanier:** Say that again, Mr. McCoy.

1078 **Councilperson McCoy:** I, I'm just saying, the title that's No. 5, doesn't...

1079 **Chairperson Lanier:** Uhuh.

1080 **Councilperson McCoy:** ...necessarily speak to all of the components that's gonna be
1081 raised in the Ordinance.

1082 **Chairperson Lanier:** Okay.

1083 **Councilperson McCoy:** There's another portion that's being proposed by the City
1084 Clerk, which I don't know that I exactly agree with, but, you know, obviously, that may not
1085 even be on the table if we choose to exercise the Palm Beach County Canvassing Board.

1086 But, I just wanna make sure that, that is not an omission and that should be
1087 included because it would seem to me, Ms. Wynn, that the title needs to also indicate that
1088 we're amending the section relative to administration of the oath.

1089 And another thing that I brought up..., why I think that's important is, because,
1090 Members, you know, in 2016, we had an issue where a Member..., well, we had a special
1091 runoff election, and a, a Board Member actually exceeded the three year mark. Well, that
1092 creates a unique situation because that means that [stammer] a newly elected person
1093 would have to, essentially, wait until the next regularly scheduled City Council meeting.
1094 And if you're in that odd time, then it..., that person won't be seated or cannot even take
1095 office until that actual next regular election.

1096 And I kinda have concerns with that because, in the event of an emergency that
1097 we need to move forward with business, you got three seats that's up and for somewhere
1098 or another, if two Members abandon post, you wanna be able to quickly install somebody
1099 by administering the oath and not exactly have to wait 'til the next regular scheduled City
1100 Council meeting.

1101 And I know that occurred in 2016, where there was a special meeting called, when
1102 the Charter clearly says..., I'm sorry, the Code of Ordinances, clearly says we have to do
1103 it a..., the next regularly scheduled meeting. So, I don't know if that's actually necessary,
1104 but I just think for continuity purposes, we should not have to wait to a whole other regular
1105 meeting to have the certification of the election results.

1106 And, even if you did it with the County, I think the County would do it in a much
1107 more efficient process, since the Canvassing Board, I guess, they would meeting just as
1108 soon as it's advertised as opposed to, you know, waiting to a scheduled meeting.

1109 **Chairperson Lanier:** [Inaudible]. Very good.

1110 Any other questions in regards to this Item?

1111 **Councilperson Botel:** I think we have to postponing it.

1112 **Chairperson Lanier:** Yeah. There's a motion on the floor to postpone this until after
1113 the presentation of the County. There's a motion and a second.

1114 Any other discussion?

1115 **City Manager Evans:** Ma'...

1116 **Chairperson Lanier:** If not, Madam Clerk.

1117 **City Clerk Anthony:** Madam Chair, Mr. Evans wants to...

1118 **Chairperson Lanier:** Okay. I'm sorry, Mr. Evans. I didn't see you... You didn't
1119 raise your..., I didn't see...

1120 **City Manager Evans:** Sorry, Madam Chair.

1121 [Chuckles]

1122 **City Manager Evans:** Just a couple of things, procedurally. If you go to postpone it,
1123 you would have to have the..., you would have to bring it back at another meeting. So, is
1124 it the Board's desire to actually hear the presentation and then discuss the Item, and then

1125 maybe look at your subsequent Board meeting to take official action? Because, if you
1126 make too many tweaks or modifications, it will be deemed substantive, and then you have
1127 to kinda restart the process.

1128 So, if the Board wants to hear the presentation on the 18th, then we can have a
1129 discussion Item on that topic, and then look to bring you first reading at your first meeting
1130 in September. And that probably would be cleaner because if we put it on the Agenda
1131 and then the Board gets into a lot of discussion about the Item, then we're gonna have to
1132 look to.., it's gonna take a little bit longer to get it resolved prior to the election.

1133 So, conceivably, we would ask that the Board.., we'll bring this back as a
1134 discussion Item, and then actually bring it back for action by the Board, at your first
1135 meeting in September.

1136 **Councilperson Botel:** So, I amend my motion to reflect what you just said.

1137 [Chuckles]

1138 **Councilperson McCoy:** Second.

1139 **Chairperson Lanier:** There's a motion and a second. Madam Clerk.

1140 **City Clerk Anthony:** Councilperson Lawson?

1141 **Councilperson Lawson:** Yes.

1142 **City Clerk Anthony:** Councilperson McCoy?

1143 **Councilperson McCoy:** Yes.

1144 **City Clerk Anthony:** Councilperson Botel?

1145 **Councilperson Botel:** Yes.

1146 **City Clerk Anthony:** Pro Tem Miller-Anderson?

1147 **Chair Pro Tem Miller-Anderson:** Yes.

1148 **City Clerk Anthony:** Chair Lanier?

1149 **Chairperson Lanier:** Yes. The motion is adopted.., accepted, 5-0.

1150 **6. Chairperson Lanier:** No. 6.

1151 **City Clerk Anthony:** **ORDINANCE NO. _4177_ AN ORDINANCE OF THE CITY**
1152 **COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA,**
1153 **AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES ENTITLED "ELECTIONS",**
1154 **SECTION 5-2(a) ENTITLED "FILING AND QUALIFICATION OF CANDIDATES FOR**
1155 **MAYORAL AND COUNCIL", PROVIDING FOR SEVERABILITY, CONFLICTS, AND**
1156 **CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

1157 **CLAUDENE L. ANTHONY, CMC, CITY CLERK, 561-845-4090**

1158 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
1159 comment on this Item. The acceptance of public comment on this Item is now closed.

1160 **Chairperson Lanier:** Mr. Evans.

1161 **City Manager Evans:** Madam Chair and Members of the Board, I will defer to the
1162 City Clerk to make this presentation.

1163 **City Clerk Anthony:** Madam Chair, Members of the Board, as part of the backup
1164 information, the communication from the Palm Beach County Supervisor of Elections
1165 indicated that strongly suggests that municipalities within Palm Beach County complete
1166 their qualifying process and have all information into her office no later than the ninety
1167 fifth day prior to the election.

1168 As indicated in the backup information, you will find wherein our current qualifying
1169 period., if you do., if you count the weekends, it will be eighty-four days prior to the
1170 municipal election. If you take out the weekends, it's fifty-five workdays prior to the
1171 election day.

1172 What is being proposed to., this evening is that our qualifying period be moved to
1173 the first Tuesday in November, and closes on the third Tuesday in November. What this
1174 does is provide a qualifying., our qualifying period that's being proposed, if you include
1175 the weekends, it's a hundred and twelve days prior to the municipal election. If you take
1176 out the weekends, it's seventy-two days prior to the election.

1177 It's according to how someone looks at it, will determine whether or not we still
1178 [pause] doing it as the SOE requests. However, I do feel that the hundred and twelve
1179 days with the weekends involved, is sufficient. In the notations, you will also see where
1180 this also will cover, in the event we have a presential preference primary that is held in
1181 March, wherein, in our Charter and in our Code of Ordinances, in the event of presential
1182 preference primary, or any election by the County is held in the month of March, we go
1183 on that ballot.

1184 **Chairperson Lanier:** Are there any public comments for this Item?

1185 **City Clerk Anthony:** Yes, Madam Chair.

1186 **Chairperson Lanier:** Okay. Let's proceed with those.

1187 **City Clerk Anthony:** Madam Chair, Mr. Evans wanted to make a comment.

1188 **Chairperson Lanier:** Go ahead, sir. Oh I...

1189 **City Manager Evans:** [Chuckle]. Madam Chair, also, it's contained in the backup.
1190 The reason for the modification is the statutory change in the vote by mail requirements.
1191 So that's why the change is, is being recommended.

1192 **Chairperson Lanier:** Thank you.

1193 **City Clerk Anthony:** Billie Brooks.

1194 **Ms. B. Brooks:** Good evening everyone. Council, Mayor, City Manager. My name
1195 is Billie Brooks, 1325 West 28th Street. Former City Councilperson for two years. And
1196 now, I am a candidate for Mayor of this great City, March 2022.

1197 I was a little bit confused, and I need some clarification on the different dates that
1198 we have in the backup here. The, the Supervisor of Elections had given a date of
1199 December the 3rd as the final qualifying date. And, in our Ordinance, makes mention
1200 about November, that the first Tuesday in November and the last.., the third Tuesday in
1201 November, which is the qualifying period.

1202 And, in your communications from.., well, it's to the Mayor from our Clerk, that the
1203 last qualifying date is December 14, 2021. So, as a, as a candidate, I really wanna know
1204 which one of the days that we're going adhere to here. Is it December the 14th, December
1205 the 3rd, or will it be the third Tuesday in November?

1206 Thank you.

1207 **Chairperson Lanier:** Thank you.

1208 We didn't have a motion for this particular Item. Can I get a motion for the approval
1209 of Ordinance No. 4177?

1210 **Councilperson Botel:** I make a motion that we approve Ordinance 4177.

1211 **Chair Pro Tem Miller-Anderson:** Second.

1212 **Chairperson Lanier:** Alright. Very good.

1213 Are there any questions in regards to this motion? I'm kinda confused, but go
1214 ahead.

1215 **Councilperson Botel:** I'd like an answer to that.

1216 **Chairperson Lanier:** An answer to the question that the resident...

1217 **City Manager Evans:** Madam Chair, the, the change would be that December 3rd,
1218 that date that was proffered by the Supervisor of Elections. And, it.., they're asking for all
1219 municipalities into come into conformity with regards to that. So a lot of municipalities are
1220 gonna have to amend their Ordinances. And, in some cases, even amend their Charter
1221 to comply with the new state statute, as it relates to the vote by mail provision.

1222 [Inaudible comment]

1223 **Chairperson Lanier:** Any other questions about this Item?

1224 **City Manager Evans:** And, Madam...

1225 **Chairperson Lanier:** Go ahead.

1226 **City Manager Evans:** The Ch'.., the Clerk needs to add to that as well.

1227 **Chairperson Lanier:** I'm sorry?

1228 **City Manager Evans:** The Clerk would like to add some additional comments to that
1229 as well.

1230 **Chairperson Lanier:** Go ahead.

1231 **City Clerk Anthony:** Madam Chair, Members of the Board, as it relate' to the two
1232 dates that I mentioned, the December 14th date that is in the backup information, is the
1233 date in which our qualifying period will close as our Code currently stands. And, what Ms.
1234 Link did in her communication, she indicated, like for example, we would need to have
1235 everything into her office no later than December 3rd.

1236 So, the dates given by Ms. Link was an example date to let us know, basically,
1237 everything would need to be in her office by December 3rd. And, the date of December
1238 14, 2021, is actually currently our final day of qualifying, according to what's in our Code
1239 at this particular time. Which is, our qualifying period opens at noon, the fourth Tuesday
1240 in November and closes the second Tuesday in December.

1241 **Chairperson Lanier:** So, is this same lady gonna be here? This.., the same lady
1242 right here, that's gonna.., this same Item right here, is she gonna be here to.., is she
1243 gonna talk about this Item as well?

1244 **City Manager Evans:** Yes, Madam Chair. The Supervisor of Election will be here.

1245 **Chairperson Lanier:** Yeah. I, I... Yeah. 'Cause I'm, I'm very confused now.

1246 **City Manager Evans:** Okay.

1247 **Councilperson Botel:** Ma'...

1248 **Chairperson Lanier:** So, if we can have someone from Supervisor of Elections to
1249 be able to explain this even.., not saying that you did not explain it. I'm just really now
1250 confused because I'm not sure of the date, I'm not sure of the timeframe, I'm not sure of
1251 the cutoff date, the... I'm lost.

1252 **Councilperson Botel:** Madam...

1253 **Chairperson Lanier:** So...

1254 **Councilperson Botel:** ...Chair?

1255 **Chairperson Lanier:** Yes. Go ahead.

1256 **Councilperson Botel:** The, the Ordinance actually reads, if I'm reading it right,
1257 candidates for Mayoral and City Council shall fine such papers and pay such fees, blah,
1258 blah, blah, blah, during the qualifying period with the City Clerk no earlier than noon
1259 on the first Tuesday in November, and no later than noon on the third Tuesday in
1260 November.

1261 **City Clerk Anthony:** That's what is being proposed, Madam Chair and Members of
1262 the Board.

1263 **Councilperson Botel:** Yeah but... Okay. But that's not what Wendy Sartory Link is
1264 proposing. So, we shouldn't vote on this. I mean, look. Here's what I'll do.

1265 [Chuckle]

1266 **Councilperson Botel:** I'm withdrawing my motion.

1267 [Chuckles]

1268 **Councilperson Botel:** And I hope that the second is withdrawn.

1269 **Chairperson Lanier:** Okay. Very good. Because we, we need to get some
1270 clarification about..., and especially, this is an Ordinance and, as Mr. Evans said, in some
1271 cases, some cities have to change their Charter. So, this is something that we really want
1272 to make sure that we are very aware of and know exactly what it is that we're doing.

1273 **Councilperson Botel:** Right.

1274 **Chairperson Lanier:** So, having that input from the Supervisor of Elections office
1275 can help us to, to get to that point.

1276 **Councilperson Botel:** So I make a motion to postpone this Item...

1277 **Chairperson Lanier:** No. Not post'... Well...

1278 **Councilperson Botel:** Make a motion to discu'..., to have a discussion and
1279 deliberation on this Item at the..., which meeting...

1280 **City Manager Evans:** August 18th.

1281 **Councilperson Botel:** August 18th, and then put it on the subsequent meeting for a
1282 vote.

1283 **Chairperson Lanier:** Second.

1284 **Chair Pro Tem Miller-Anderson:** I have a question.

1285 **Chairperson Lanier:** Yes. Go ahead.

1286 **Chair Pro Tem Miller-Anderson:** So, we'..., that will still give us enough time?
1287 Or...

1288 **Chairperson Lanier:** Mr. Evans.

1289 **City Manager Evans:** Madam Chair, yes. It still will give us enough time.

1290 **Chair Pro Tem Miller-Anderson:** Okay. Alright.

1291 **Chairperson Lanier:** Very good. Madam Clerk.

1292 **Councilperson Lawson:** Madam Chair?

1293 **Councilperson McCoy:** No. I, I...

1294 **Chairperson Lanier:** I'm sorry.

1295 **Councilperson Lawson:** And...

1296 **Councilperson McCoy:** Wait, wait, wait. I, I... Go ahead. I'm sorry. I'm always first.

1297 **Chairperson Lanier:** Alright. Mr. Lawson.

1298 **Councilperson Lawson:** Thank, thank you, Madam Chair.

1299 Madam Chair and colleagues, so that we can continue to just move the business
1300 of the City forward, I know during my Agenda review with Mr. Evans, I asked this exact
1301 same question. And his thought process is we could review these on first reading and
1302 then it would come back for second reading after Ms. Link.

1303 This is why I wanna make sure that we do our Agenda reviews. Mr. Evans can
1304 make conscious decisions of what's going on this Agenda, and we're not wasting any of
1305 our time. 'Cause, we've gone through about three Items..., two Items so far and we've
1306 decided to just pull them versus having these discussions.

1307 So, colleagues, please, if we continue with those Agenda reviews. And, Madam
1308 Chair, when we're setting the Agenda, and if we knew Ms. Link was coming on the
1309 following meeting, we could've just moved it.

1310 So, for future reference, I want us to make sure we can continue to move in an
1311 expedited fashion, and also keep the time and consideration of your colleagues in, in...,
1312 first and foremost because we have residents here that looked and reviewed the Agenda.
1313 And if we knew Ms. Link was coming at the next meeting, we should have not had this on
1314 the Agenda.

1315 Thank you, Madam Chair.

1316 **Chairperson Lanier:** Thank you, sir.

1317 And, and, and just so happened that you said that because at the Agenda review,
1318 Mr. Lawson, I had these same questions and I said to the Clerk, I said, 'Well, we need to
1319 hear from the, from the Supervisor of Elections before we even vote on this.' And she
1320 said, 'Well, that's up to you,' you know, 'this, this,' you know, 'it's the Board's decision.'

1321 But, it's ironic that you said that because I had the same conversation with the,
1322 with the Clerk during the Agenda review and said the same thing that I'm saying now.
1323 So...

1324 **Councilperson Lawson:** So..., but, Madam Chair, to that, to that point, I believe, as the
1325 Chair, you set the Agenda. So, during that question and discussion, those are the things
1326 that I would like to see so that we can just kind of move these meeting at, at...

1327 **Chairperson Lanier:** So, what you think, I should've just took it out?

1328 **Councilperson Lawson:** Yes, Madam Chair.

1329 **Chairperson Lanier:** Okay. Very good. Thank you.

1330 Go ahead, sir.

1331 **Councilperson Botel:** So...

1332 **Councilperson McCoy:** Thank you.

1333 **Councilperson Botel:** Oh.

1334 **Councilperson McCoy:** Thank you, Madam Chair.

1335 So, I, I guess I'm not exactly sure that this is gonna be timely, because isn't there
 1336 a requirement that, that the qualifying dates and period be advertised in the Palm Beach
 1337 Post?

1338 **City Clerk Anthony:** It doesn't necessarily have to be the Palm Beach Post. Go
 1339 ahead.

1340 **Councilperson McCoy:** Call it what you wanna call it, but the purpose is, if you have
 1341 to...

1342 **City Clerk Anthony:** Is...

1343 **Councilperson McCoy:** ...adver'...

1344 **City Clerk Anthony:** Go ahead.

1345 **Councilperson McCoy:** So, there is a requirement to advertise this in a newspaper?

1346 **City Clerk Anthony:** Yes. State statute indicates that we have to advise... And
 1347 when I say we, that will be the Supervisors of Elections throughout the State of Florida,
 1348 have to advertise...

1349 **Councilperson McCoy:** Okay.

1350 **City Clerk Anthony:** ...[inaudible] thirty days prior to the beginning of the qualifying
 1351 period.

1352 **Councilperson McCoy:** Okay. And that's exactly my point. So, if we're gonna bring
 1353 this back on the 14th, how do we possibly have two readings and still meet the thirty day
 1354 requirement, if you're proposing a November 3rd deadline?

1355 **Chairperson Lanier:** Let me ask.. If you don't mind, Mr. McCoy, let me ask our
 1356 Attorney about the timeline.

1357 **Councilperson McCoy:** Well, well, I don't want.., I.., certainly you can ask that
 1358 question, but I don't want her to deviate because that's very clear. Like, how do we

1359 possibly meeting a timeline, if you're saying we're gonna have a presentation on the 14th,
1360 and then still find a way to meet the two meeting requirement of an Ordinance, and still
1361 be timely enough to provide notice of the qualifying date? It doesn't seem practical to
1362 me.

1363 And I, I wanna see if she can answer that before we get far off. And I want a follow
1364 up after you, Madam Chair.

1365 **Chairperson Lanier:** Okay. Thank you. Go ahead. Mr... I'm sorry. Mrs. Wynn,
1366 could you speak to the timeline in terms of, of legally how we can ensure that we have
1367 the..., have this right?

1368 **City Attorney Wynn:** If you have a presentation on August 18th, in two weeks, your
1369 next meeting would be September 1st, and then second reading would be September 15th.
1370 What was the number of days, Ms. Anthony? Thirty days?

1371 **City Clerk Anthony:** Thirty days prior to qualifying.

1372 **City Attorney Wynn:** You would have more than thirty days prior to qualifying.

1373 **Councilperson McCoy:** Follow up.

1374 **Chairperson Lanier:** Yes. Go ahead, sir.

1375 **Councilperson McCoy:** Okay. Well, it seems like you would be right at that mark. Not
1376 to mention, you know, the first item of the Canvassing Board, I can understand. But if this
1377 is dictated by statute, and it's very clearly stated that the SOE mails the military and
1378 overseas ballot forty-five days before the election, what exactly will we expect from the
1379 Supervisor of Election as it pertains to this Ordinance when I think statute already drives
1380 the requirement of the vote by mail, I guess, statutory requirement?

1381 I mean, I don't know what else she would offer in terms of suggesting why we need
1382 to do it other than to be compliant with the state law.

1383 That's a question for..., [stammer] Mr. Evans and Ms. Anthony. What, what exactly
1384 would the Supervisor of Election be providing in terms of this Ordinance that's going to
1385 change our decision if it's already dictated by statute?

1386 **City Clerk Anthony:** Madam Chair, Members of the Board...

1387 **Chairperson Lanier:** Yes.

1388 **City Clerk Anthony:** ...you as a Board have asked..., stated that you're confused
1389 about the dates that were indicated. I thought that what was off'..., what was provided
1390 was very clear. It's up to you all, as a Board, as to whether or not you wanna move
1391 forward now, or you wanna move forward after Ms. Link comes in on the 18th to give a
1392 presentation.

1393 Whether..., you know, she may..., [stammer], some of you may have questions on
1394 why she's asking for ninety-five days. I'm, you know, that would be a, a question for her
1395 to have to answer. So, you...

1396 **City Attorney Wynn:** Madam Chair?

1397 **City Clerk Anthony:** It's totally up to you all as a Board.

1398 [Inaudible comments]

1399 **City Attorney Wynn:** Madam Chair?

1400 **Chairperson Lanier:** Yes. Go ahead.

1401 **City Attorney Wynn:** You could move this forward on first reading, even if we did
1402 have to check the dates and change it, it wouldn't affect the title or the advertisement.
1403 And then, you could still hear your questions..., hear Ms. Link's presentation on the 18th,
1404 and then vote on this, if you wanna do it that way.

1405 **Chairperson Lanier:** I see. Are there any objections to that?

1406 **Councilperson McCoy:** Madam...,

1407 **Councilperson Botel:** I believe...

1408 **Councilperson McCoy:** ...Chair?

1409 **Councilperson Botel:** ...there's a motion on the floor.

1410 **Chairperson Lanier:** Okay. Go ahead. Alright. Go ahead, Mr. McCoy.

1411 **Councilperson McCoy:** I, I don't think we've had public comments yet, but I also
1412 wanna point out that, you know, understand what the role of the Supervisor of Elections
1413 is. It's not necessarily that's she's the supervisory of city elections, her office is
1414 responsible for the tabulation, but the City Clerk, by our Code, in the Charter, designates
1415 the City Clerk as the City's Supervisor of Elections.

1416 So, I mean, you know, I don't have a problem with having her do a presentation,
1417 but I don't wanna seem like we're gonna get in'..., same thing that happened today, we
1418 get into a presentation and we're finding out what exactly was the expectation of this
1419 presentation, as it relates to something that's statutorily required.

1420 Thank you, Madam Chair.

1421 **Chairperson Lanier:** Thank you, sir.

1422 We have a motion on the floor to have this for a discussion Item at the August 18th
1423 meeting. We can move forward with that motion, or we can have this go forward as the
1424 first reading of the Ordinance, and if we need to make changes to it, we can come back
1425 and do that as well? It is up to the Board to decide the route we can take in this matter.

1426 **Chair Pro Tem Miller-Anderson:** Madam Chair?

1427 **Chairperson Lanier:** Yes. Go ahead.

1428 **Chair Pro Tem Miller-Anderson:** Based on what Ms. Wynn just explained, I, I..., I
1429 would like..., I think we should just go ahead and pull that motion to postpone, and go
1430 ahead and vote on it tonight, and then if there are recommended changes, then we can
1431 do that later.

1432 **Chairperson Lanier:** Very good.

1433 Is there any objections to that? Go ahead, Ms...

1434 **Councilperson Botel:** I'm gonna withdraw my motion to postpone.

1435 **Chair Pro Tem Miller-Anderson:** Second.

1436 **Councilperson Botel:** I forget who had the second.

1437 **Chairperson Lanier:** Who made the second?

1438 **Chair Pro Tem Miller-Anderson:** You did.

1439 **Chairperson Lanier:** I did?

1440 **Councilperson Botel:** Oh, you did. Yeah, you...

1441 **Chairperson Lanier:** Alright. I take that back.

1442 We can go ahead and move forward. So, can I get a motion to approve Ordinance
1443 No. 4177?

1444 **Councilperson Botel:** Motion to approve Ordinance No. 4177.

1445 **Chair Pro Tem Miller-Anderson:** Second.

1446 **Chairperson Lanier:** Very good.

1447 Any other questions as it relates to this Item? But, let us go ahead first and get
1448 our public comment from this Item.

1449 **City Clerk Anthony:** We did, Madam Chair. Ms. Brooks was the only...

1450 **Chairperson Lanier:** Oh...

1451 **City Clerk Anthony:** ...person that put in a public comment...

1452 **Chairperson Lanier:** Alright.

1453 **City Clerk Anthony:** ...on this Item.

1454 **Chairperson Lanier:** Very good.

1455 Any other questions before we move forward?

1456 [Pause]

1457 Madam Clerk,.

1458 **City Clerk Anthony:** Councilperson McCoy?

1459 **Councilperson McCoy:** Yes.

1460 **City Clerk Anthony:** Councilperson Botel?

1461 **Councilperson Botel:** Yes.

1462 **City Clerk Anthony:** Councilperson Lawson?

1463 **Councilperson Lawson:** Yes.

1464 **City Clerk Anthony:** Pro Tem Miller-Anderson?

1465 **Chair Pro Tem Miller-Anderson:** Yes.

1466 **City Clerk Anthony:** Chair Lanier?

1467 **Chairperson Lanier:** Yes. Motion is approved 5-0 for Ordinance No. 4177.

1468 **COMMENTS FROM THE PUBLIC – 7:30 P.M. – NON-AGENDA ITEM SPEAKERS**

1469 **(Three Minute Limitation)**

1470 **Chairperson Lanier:** It is 7:44. It is time for our comments from the public.

1471 **Chairperson Lanier:** PLEASE BE REMINDED THE CITY COUNCIL HAS

1472 **ADOPTED "RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING**

1473 **OFFICIAL MEETINGS" WHICH HAS BEEN POSTED AT THE FRONT DESK. IN AN**

1474 **EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO,**

1475 **THE COUNCIL CHAIR MAY HAVE ANY DISRUPTIVE SPEAKER OR ATTENDEE**

1476 **REMOVED FROM THE PODIUM, FROM THE MEETING AND/OR THE BUILDING, IF**

1477 **NECESSARY. PLEASE GOVERN YOURSELVES ACCORDINGLY.**

1478 **PUBLIC COMMENTS SHALL BEGIN AT 7:30 PM UNLESS THERE IS NO FURTHER**

1479 **BUSINESS OF THE CITY COUNCIL, WHICH IN THAT EVENT, IT SHALL BEGIN**

1480 **SOONER. IN ADDITION, IF AN ITEM IS BEING CONSIDERED AT 7:30 PM, THEN**

1481 **COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER THE ITEM**

1482 **HAS BEEN CONCLUDED.**

1483 **ANY PERSON WHO WOULD LIKE TO SPEAK, DURING PUBLIC COMMENTS,**

1484 **PLEASE FILL OUT A PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK**

1485 **AND GIVE IT TO THE STAFF BEFORE THE PUBLIC COMMENTS SECTION IS**

1486 **ANNOUNCED.**

1487 **Chairperson Lanier:** Madam Clerk.

1488 **City Clerk Anthony:** Madam Chair, Members of the Board, the acceptance of
1489 public comment cards on this, this particular section of the Agenda is now closed.

1490 Lloyd Brown, Carl Mohammed, Bonnie Larson.

1491 **Mr. L. Brown:** You know, I got two dogs at home and I turned the TV on, you know,
1492 made it automatic. Blue and Black, I know you miss me. They couldn't see me on this...

1493 [Chuckles]

1494 **Mr. L. Brown:** But, I was gonna ask this. I know we got animal rescue, you know,
1495 and we got a couple other things in rescue and I'm not talking about the ambulance. But,
1496 is there a human rescue in Riviera? I know it's not the police. Because I saw an alcoholic
1497 up on the corner and these guys be up there killin' maybe an hour, hour and a half
1498 standing around this guy who needs help. So, I said something to one of the sergeants,
1499 and I hope that his attitude doesn't roll off on his clients. Because, like, I'm a jet engine
1500 mechanic, and if I was teaching somebody below me, I'm gonna teach him the right way
1501 to be. Especially...

1502 And then.., and, and, anyway, being a jet engine mechanic, we took.., we took
1503 public relations and all that when I was in the Air Force. I had top security clearance and
1504 all that.

1505 But these.., some of these police officers, let me tell you, you think you're talking
1506 to a gang member. You think they be saying, 'You' tryin' me?' if you ask them a question.
1507 That's not all of them, but I know this one sergeant that was over there, he told me to shut
1508 the hell up and move on. I told him, 'No. You work for me.' And I said, 'I'm gonna bring
1509 it up at the City Council meeting.' Because this one black guy that be over there every
1510 morning, he's an alcoholic. I mean, I'm saying, you got animal rescue. You don't have a
1511 human rescue nowhere?

1512 And then, you know as far as, I heard the guy talking about going to school, being
1513 a student. You catch hell being a black man just anywhere. And then ya'll talking about
1514 developing when you got all these murders going on. Right in that little general area
1515 where the guy's talking about developing, my friend's grandson got killed right across the
1516 street from the water tower. A couple other friends I know got killed around that area.
1517 And ya'll talking about building up. You know, it's like you're getting in the water and
1518 you're gonna be throwing chum, you know, in there. And you know there's sharks out
1519 there, 'cause once the sharks come...

1520 In Egypt, they had a place, it was tourist packed. Sharks start coming in. That's
1521 the black guys that are gonna be coming across the track, you know, the ones that don't
1522 have jobs, hook and crook, to get what they want.

1523 Ya'll are gonna be building all this, and when people find out you got sharks in the
1524 water, ain't nobody coming over here. And I'm not talking about literally the sharks who
1525 swim around. I'm talking about a guy that don't wanna work, don't give a damn 'cause
1526 he's black, white, green, Haitian, American, it doesn't matter. If he don't have a job, like
1527 I say, he's gonna get his by hook and crook.

1528 Do you know we got more prisoners in the prisons today than we had slaves back
1529 in seventeen something? And then, you know, we got more prisoners than Iran, Iraq, and
1530 all them places? North Korea, South Korea, one of them, Kim Jung. We got more
1531 problems than they do, in America? And here it is, you know, most of these black guys
1532 I know, if they don't go to school and they don't have sports, or they don't have a brain,
1533 you know, to do anything, they end up in jail. And once you get in jail, if you're in there
1534 for twenty years...

1535 [Timer]

1536 **Mr. L. Brown:** ...twenty years child support stays on you. When you get out, you
1537 hooked.

1538 **Chairperson Lanier:** Thank...

1539 **Mr. L. Brown:** No matter.., you're gonna be a felon...

1540 **Chairperson Lanier:** Thank you.

1541 **Mr. L. Brown:** ...if it was five days...

1542 **Chairperson Lanier:** Thank you, Mr...

1543 **Mr. L. Brown:** ...or thirty years.

1544 **Chairperson Lanier:** Thank you, Mr. Brown.

1545 **Mr. L. Brown:** That's a problem.

1546 **Chairperson Lanier:** Thank you, Mr. Brown.

1547 **City Clerk Anthony:** Carl Mohammed, Bonnie Larson, Billie Brooks.

1548 **Mr. C. Mohammed:** Good evening, City Council and City Manager.

1549 I'm here tonight to talk about the worst part of Palm Beach County School District.

1550 **Chairperson Lanier:** Get to your mic, Mr...

1551 **Mr. C. Mohammed:** I'm here to...

1552 **Chairperson Lanier:** Uhuh.

1553 **Mr. C. Mohammed:** ...talk about the worst part of Palm Beach County School
1554 District, which is the American Descendants of Slaves.

1555 **Chairperson Lanier:** We still.., they can't hear you in the back. You're gonna have
1556 to get to the mic.

1557 **Chair Pro Tem Miller-Anderson:** Pull it up.

1558 **Chairperson Lanier:** Just pull it... Yeah. There you go. There you go.

1559 **Mr. C. Mohammed:** Once again, I'm here to talk about the worst part of Palm
1560 Beach County School District. And, we know that we're in a reset after we come through
1561 this pandemic and we discovered that there were no plans for the American Descendants
1562 of Slaves. And we wanted to thank Ms. Botel for her efforts in trying to bring some clarity
1563 to the multitude of complex problems that we are having inside of our community.

1564 And, we've met, at the Library, and I heard it was kinda misunderstood. But we
1565 know here in Palm Beach County, we have a culture that's been developed where we
1566 only talk to one School Board person at a time. And we're trying to change that kinda
1567 dynamic. That was the reason why we brought Ms. Erica Whitfield so that all of you
1568 possibly might be able to meet more than just one School Board person and get more
1569 acquainted with our School Superintendent.

1570 We are now planning to bring Ms. Marcia Andrews and Ms. KaShamba Miller-
1571 Anderson will be with us on Monday night, the 9th, from 6:00 to 7:00. We're gonna do
1572 another hour. And what we're trying to do is get people involved in the idea of America
1573 Descendants of Slaves.

1574 Now, the School District have accepted this subgroup, and we are now a, a part of
1575 the [stammer] strategic plan for the next five years. And we just wanna make everybody
1576 aware of what is actually taking place because, you know, Riviera Beach have a history
1577 of having some of the most failing elementary schools. And we found out the majority of
1578 those students are our babies, and we as a community, are trying to build capacity inside
1579 of our, our community.

1580 And we understand that some people think that this is a di'.., a divisive move..,
1581 mold rather but we feel that the only way we can be serviced, is that we have to identify
1582 ourself, and we need you to be able to.., able to understand who exactly we are so that
1583 we can start to get the attention that our children need in order for them to move forward.

1584 And, if you have any problem with the American Descendants of Slaves, I ask you
1585 to talk to Ms. Botel because she seems to have a clear understanding of what we're
1586 talking about. I guess it's her connection with education that is fostering this. But I do,
1587 do see that Mr. Lawson is also in that kinda paradigm.

1588 But we need the citizens of the City of Riviera Beach to understand. The negativity
1589 that's been brought to us throughout the education system here, and we're trying to
1590 build a new reality for everybody in Palm Beach County. And we need all of you to be
1591 involved.

1592 So, if you can, on Monday night between 6:00 and 7:00, we're only gonna be there
1593 for a hour, but there's gonna be some real interesting conversation.

1594 Thank you for your time.

1595 **Chairperson Lanier:** Thank you, sir.

1596 **City Clerk Anthony:** Bonnie Larson...

1597 [Timer]

1598 **City Clerk Anthony:** ...Billie Brooks, Rod [stammer] James.

1599 **Ms. B. Larson:** Good evening. Bonnie Larson.

1600 I have a question. We have meetings in the Utility Department about the water
1601 and things like that. We're all interested in the water but we can't all get to those meetings.
1602 So, if you wanna discuss among yourselves, if you could have..., at every City Council
1603 meeting, if you could tell us a little bit about what happened at the Water Department
1604 meeting. Just so we kind of, you know, be informed.

1605 I notice around...

1606 **Chairperson Lanier:** Ms. Larson, you are very muffled. I, I know you wanna keep
1607 your mask on but...

1608 **Ms. B. Larson:** Okay.

1609 **Chairperson Lanier:** ...maybe if you go closer...

1610 **Ms. B. Larson:** [Stammer]...

1611 **Chairperson Lanier:** ...to the mic

1612 **Ms. B. Larson:** That's fine. Okay. What I was asking for was a little report on the
1613 Water Department meetings, at every meeting so that, you know, we can't all get to the
1614 Utility meetings, but if we could..., we're all interested in the water. So, if we could just
1615 have a little synopsis of what happened at the Water Department meeting, that would be
1616 good.

1617 I noticed around town a lot of U-Haul pop up stores. And, and what they are doing
1618 is, they're going to established businesses, and then parking in their lot and renting out
1619 their U-Haul. Don't they have to pay us a some'..., something, like, maybe a short term
1620 business license, or something? 'Cause they're, they're popping up. I've seen them on
1621 US 1, I've seen them on Blue Heron and other places around town.

1622 Detox center. I understand that was discussed last night, and I forgot about that.
1623 And it was..., I know it was proposed on 14th Street and Broadway. So, if we could hear
1624 what happened at that meeting, what was decided or whatever. We have to be real
1625 careful what we put on Broadway.

1626 People wouldn't want..., I'm not sure what this is, but a detox center. I suppose
1627 people go there and stay or something. People are not gonna want that in their
1628 neighborhoods. But to have it on Broadway, that's bad too because, you know, people
1629 who come into town looking to invest here, or live here, if they see that right on Broadway,
1630 they're gonna get the wrong impression about the City. So, I'd like to know what
1631 happened with that discussion.

1632 What is a Wellness Center? You talk about that all the time in the options. I don't,
1633 I don't know what a Wellness Center is.

1634 And, I was just thinking about, as you were talking about how to get consensus on
1635 where to put City Hall, or where to put the other entities there. And, and I thought first the
1636 water bill, but then we have eighty-five percent renters, and that's where the water bills
1637 go. So then we're gonna eighty-five percent of the people voting on that, where to put
1638 our City Hall and put our other entities, they're renters. So, I don't know how to get around
1639 that.

1640 But there needs to be something easier, I think, than community meetings because
1641 it's hard to get people out at night. People have kids and other commitments, and it's
1642 dinner time and this, that and the other. People just don't come out. So you put a lot of
1643 effort into it with not much response. And that's, that's a shame 'cause I know you put a
1644 lot of work into it.

1645 So, I'm thinking, like, a flyer of some type or something that they can turn back in
1646 that's easy for them to do. Has to be easy for them to do.

1647 I saw the police in action today. Oh boy. Don't mess with the Riviera Beach police.
1648 They were out, they were there. They were the undercover cops...

1649 [Timer]

1650 **Ms. B. Larson:** Everybody was there.

1651 **Chair Pro Tem Miller-Anderson:** Thank you, Ms. Larson.

1652 **Ms. B. Larson:** Thank you, police. Thank you.

1653 **City Clerk Anthony:** Billie Brooks, Rod James, William Wyly.

1654 **Ms. B. Brooks:** Well, good evening again. Can you hear me very well?

1655 **Chair Pro Tem Miller-Anderson:** Yes. Good evening.

1656 **Ms. B. Brooks:** Okay.

1657 I like to always start off with some compliments or what good things that are
1658 happening in our City. I wanna give judos to the people in the Utility Department. You
1659 know, it was going through all these changes with the Council and all of that, and I've
1660 gotta say that Kim is just the sweetest person, and her Staff. So, I just wanna give kudos
1661 to them.

1662 And now, speaking about the water bills. When I was on the Council in 2009,
1663 because many of our citizens who were difficulties trying to pay the increase in the water
1664 rate, I got my.., I sponsored a Resolution that would give financial assistance to our
1665 seniors who could not afford that extra increase. And I'd like to know if we still have that
1666 financial assistance available to our residents, the seniors, the persons with disabilities

1667 and how are we giving them notice, or letting them know ongoing that, that this is available
1668 to them?

1669 And the honor is to our own, Ms. Julie Botel for [chuckle] this project that she has
1670 going on now, that you're going to record the history. It is just fantastic. My neighbor who
1671 is eighty-eight, he wanted to be one of the ones to be interviewed. His dad was the first
1672 black DJ in Palm Beach County, I believe, maybe in Florida. He was known as the Blue
1673 Dreamer. But, unfortunately, he could not make it.

1674 And then lastly, well, I did announce tonight that I am a candidate for the Mayor of
1675 Riviera Beach. I'm quite excited about it. I felt what we need right now in that position,
1676 is we are going forward, in leadership, experience and commitment. You know, with all
1677 that's going on in the Marina, the new development, I'm proud to say that I was a part of
1678 hiring that young man, Tony Brown, who now is a., the developer. And Tony and I
1679 traveled Canada and, and, and the Eastern part of the United States looking at cities that
1680 we could get ideas from, to, to make a difference in the City of Riviera Beach. So, you
1681 know, I bring to that, the experience in working with him already.

1682 And then, I just wanna be a partner to the City Manager. You know, he has his
1683 foot over here in the CRA, and he has another foot over here in the City. Well, I had four
1684 years in City government. And so, my thing now is we are trying to get a new City Hall.
1685 Well, when you look back, Bobby Brooks got the money for the City Hall here o Blue
1686 Heron. Wouldn't it be nice if Billie Brooks got the money for...

1687 [Timer]

1688 **Ms. B. Brooks:** ...City Hall coming up?

1689 **Chair Pro Tem Miller-Anderson:** Thank you, Ms. Brooks.

1690 **Ms. B. Brooks:** Let history repeat itself in a good way.

1691 **Chair Pro Tem Miller-Anderson:** Thank you, Ms. Brooks.

1692 **Ms. B. Brooks:** So, thank you for listening.

1693 **City Clerk Anthony:** Rod James, William Wyly, Marvelous Washington.

1694 **Mr. R. James:** Hi. Good afternoon. My name is Rod James.

1695 **Chair Pro Tem Miller-Anderson:** Good evening.

1696 **Mr. R. James:** And I live in the Monroe Heights area.

1697 What if we had a bridge going over the railroad crossing on Blue Heron? So the
1698 train can swiftly pass through without impeding traffic, blasting that loud horn, disrupting
1699 people 's sleep at night? What if we had a noise barrier wall to hide the graffiti trains and
1700 reduce the train noise? What if we get the FEC to pay for it all? What if we had a major
1701 hotel chain and sit in restaurants in the field behind the Chevron on Blue Heron and
1702 Obama?

1703 Whether any of these what if's come true, to fruition or not, is not the point for
1704 debate. My point is, what if we all think outside the box? No matter how crazy or
1705 farfetched for solutions to our problems. Afterall, it is us to the problem..., closest to the
1706 problem, that we are closest to the solutions.

1707 You see, it's problems and many other possible solutions like this, for the greater
1708 good of all, that my mind thinks about. Because I have travelled the world and seen and
1709 experienced so much, I am back in my home City, and I want to continue with the
1710 progression for the City.

1711 Now, what if the community and the City Council were all on the same page for
1712 progress? This is one of the many reasons why I am running for Riviera Beach City
1713 Council, District 1. Together, we can accomplish anything.

1714 Thank you.

1715 **Chair Pro Tem Miller-Anderson:** Thank you.

1716 **City Clerk Anthony:** William Wyly, Marvelous Washington, Bessie Brown.

1717 **Mr. W. Wyly:** Good evening. My name is William Wyly. I'm born and raised here in
1718 Riviera Beach. I'm also on the Planning & Zoning Board and the CDC Board here for the
1719 City.

1720 First of all, I wanted to compliment those kids that... I mean, everyone here knows
1721 I'm school teach here at Roosevelt Middle School, and it's good to the kids. I was
1722 [inaudible] and moved by the speech that he gave, and it's good to see those
1723 accomplishments.

1724 First, I would like to talk about.., talk to the Board about giving kudos for making
1725 that decision, great decision, to either cancel, reconsider or throw out any contracts or
1726 negotiations that are bad, or not in favor for the City.

1727 Mr. Evans spoke at the Reimagine Riviera Beach at one point about one hundred
1728 percent Riviera Beach. And, any decision that we make should benefit the City
1729 wholeheartedly. I hope we remember this for the Alpha contract that's coming up, and
1730 any contract in violation of any City rules, or any contract to where the contract has been
1731 internally compromised.

1732 I wanna remind the City Manager, the Attorney, and the Council the importance of
1733 implementation of SOP's, standard operating procedures, rules and regulations, and
1734 punishments for these violations.

1735 I wanna remind everyone, we were just an election away from going back to what
1736 we were five years ago. And this is scary. And it's just scary to me because, this is why
1737 it is so important to educate and properly inform our citizens on true information that will
1738 take our City to the next level.

1739 If you look on the bank on Blue Heron and, and Broadway, the sign says, 'We're
1740 moving forward, transforming our City, and change is underway.' It's for everyone to see,

1741 and for everyone to believe in. We have a great City Manager and he needs true and
1742 honest Council support. And to get to the next level, he needs true and honest community
1743 support.

1744 We don't need individuals who wanna use this City as a steppingstone. We don't
1745 need individuals who wanna use this City to put their name on the map. We need
1746 individuals who wanna put the City of Riviera Beach on the map.

1747 My name is William Wyly and I'll be running for District 5, for the City of Riviera
1748 Beach. I'm not a politician, I'm a civil servant. I believe in honest education and
1749 information given to our community. I believe in looking after our children and our seniors,
1750 I believe in programs, and the progress of our City, and improving infrastructure. I believe
1751 in the.., giving support to my teammates on the CDC Board, and also on the Planning &
1752 Zoning Board, building together and creating common solutions.

1753 I believe, first of all and most of all, is having integrity and having morals to do the
1754 right thing for the City because the City comes first. I will always fight against corruption,
1755 and I'll always fight for the right thing to do.

1756 Thank you.

1757 [Audience exclamation]

1758 **City Clerk Anthony:** Marvelous Washington, Bessie Brown, Amon Yisrael.

1759 **Ms. M. Washington:** Good evening, Council, Chairperson, Mayor, City
1760 Attorney. I guess everybody's up here announcing their intent to run. So, I am Marvelous
1761 Washington and I'm a candidate for District 3. But I'm not here to talk about myself, I'm
1762 here to talk about the issues that we're having in the City.

1763 Thank you to Ms. Deirdre Jacobs for bringing the City officials to our water town
1764 hall meeting. We were able to bridge the gap between residents and City officials. They
1765 were able to give their contact information so that any misconception, discrepancies that
1766 residents may have had as it relates to the quality of water, they were able to get
1767 information to speak to their City officials firsthand, and not hear it from hearsay.

1768 So, thank you guys for showing up that night. Thank you, Jonathan Evans for
1769 ensuring that we did have City employees there. And I think the most important thing is,
1770 to make sure we have these town hall meetings in the neighborhoods in which your
1771 residents reside, not in the official capacity of City Hall. 'Cause sometimes this can
1772 intimidating.

1773 Last week, I noticed that there was a news article about the mooring fields that are
1774 being installed near twenty.., East 24th Street. And a resident, of course, you guys
1775 probably know who she is, contacted me in regards to that. So, of course I do my research
1776 and see exactly what mooring field and what's the reason behind it.

1777 And, my concern is not the installation of it, it's the process in which the decision
1778 was made. Kudos to Dr. Botel for having a meeting with her District to talk about the
1779 effects of this mooring field, that it may have had if it was installed in another area.

1780 But my concern is, we didn't have that type of conversation for those residents that
1781 reside on 24th Street. East 24th Street. Or those residents that use Phil Foster Park, that
1782 go underneath bridge. If you're like me, I grew up underneath the bridge. And these
1783 mooring fields is a potential to contaminate the waters that these residents use. So, I
1784 think there needs to be a conversation had. We need to have more meetings as it relates
1785 to this.

1786 But I do have a question. When was this project approved by the Council? If there
1787 was grant monies accepted by the City, when was that approved? Was there a approval
1788 process to actually apply for that grant? Did we have [stammer] meeting Agenda? Is that
1789 something that happened previous years? I just have those questions that I would like
1790 answered.

1791 And lastly, with the increase of the COVID-19 Delta variant, is there any
1792 conversation to reinstate the mask mandate for City employees and City residents that
1793 visit City facilities? And.., or work?

1794 Again, my name is Marvelous Washington. I am a candidate for District 3 City
1795 Council. There's no need for me to sit up here and, and kinda promote myself, but I will
1796 let you know that change is marvelous.

1797 [Timer]

1798 **Ms. M. Washington:** Thank you.

1799 **Chairperson Lanier:** Thank you.

1800 **City Clerk Anthony:** Bessie Brown, Amon Yisrael, Doretta Paulk.

1801 **Ms. B. Brown:** Hello. Bessie Brown.

1802 I'm.., I don't know what, what the decision was on Item 3. But I'd like to know what,
1803 what, what the decision was on Item 3.

1804 And, the Reimagine Riviera Beach has been [stammer] been, been.., we've, we've
1805 had four meetings. And basically, at every.., when, when I, I was to three. And every
1806 time I asked about what is going to happen to Wells, our voting place? And then, you
1807 know, we need, we need something definite on that. Because you.., because it was
1808 introduced to you all to move the Fire Station from across Blue Heron on the other side,
1809 to.., in, in Wells' area. And then and then what.., what is, what is gonna happen? You
1810 approved it. You approved it.

1811 And then, now, what is gonna happen to Wells? I need to know that. And I really
1812 want to know that. And then, Jonathan Evans said that.., he told us that he was gonna
1813 have mor meetings with the public, and.., the citizens. And then he said tonight that he

1814 put it.., it's on the Agenda for you all to decide if he's gonna.., if he has to have.., if he
1815 should have more meetings with the, with the citizens.

1816 You know, and [chuckle], we.., and, and, and he's, he's, he's presenting stuff, and
1817 then he's doing.., and then he's doing something else. But he said that. And I would..,
1818 I'd like to know if you all are gonna have any more meeting with the citizens.

1819 Broadway is dead. Broadway is dead, dead, dead. [Chuckle]. And, and then..,
1820 and then he said he wanted to start the, the, the building. Well, you know, the process of
1821 building the new City Hall on Avenue E and Broadway. And then, that.., he said that he'd
1822 like to start that by.., on the next 2022.

1823 But basically, Mr. Sherman, was, was telling us that.., I don't, I don't think they
1824 have all of the money, but they probably have enough money to start that. But, but, but I
1825 think that you all really need to, to, to take a look, be, be aware of what's going on, and
1826 then what's being presented.

1827 **City Clerk Anthony:** Amon Yisrael, Doretta Paulk, Mary Brabham. [Pause].
1828 Doretta Paulk. Followed by Mary Brabham.

1829 **Ms. D. Paulk:** Good evening. My name is Doretta Paulk.

1830 And I'm here this evening to commend Mr. Walter Stephens. He is such an
1831 excellent communications and, and making sure that everything is running smoothly.
1832 Whenever I have problems, and other citizen told me also their problems. And, I had a
1833 problem with just hearing the sound and Walter was right there. I called him and
1834 immediately, within maybe twenty minutes, I could hear the sounds of the Council
1835 meetings. So, I just wanna commend him. His hard, dedicated work that he does. And
1836 I'm glad that he does now have some assistants because I know this was a.., this is a job.
1837 This is a tough job to make everything run smoothly.

1838 Another thing, I wanna commend a, a young man by the name of Chris. He works
1839 for the Ambassadors Clean & Safe. The last Council meeting, Ms. Shephard was trying
1840 to leave out and she was just slightly unsteady, and he came to her and he said he always
1841 walks her out to her car. This is the kind of kindness and respect for our seniors that we
1842 have to.., all have to maintain, and see that we are cared for. And I just wanna comment
1843 him.

1844 And Mr. Nehemiah Spence, who's over the Clean & Safe Department. He's
1845 excellent. He has employees by the name of Corey and other ones, that are just doing a
1846 phenomenal job for the City.

1847 And, I wanna commend also, Mr. Jonathan Evans. You are doing a marvelous job
1848 also. And, like Marvelous Washington said, there's marvelous things going on under your
1849 leadership. And I thank you very much for all your leadership.

1850 Oh, another thing I need to mention. I found out that Mr. Law'.., Councilman
1851 Lawson said that due to the Sunshine [stammer].., the Sunshine Law, that you couldn't
1852 talk to one another. Yes, you can't talk to one another about business, but you also can

1853 talk to one another if you feel that you have done something wrong and apologize. We
1854 just have to get in control of these meetings. I, I think you're doing a marvelous job.

1855 Shirley Lanier, Chair and I, I, you know, you definitely have my vote. Me and my
1856 vote. And I thank you all very much for everything.

1857 **City Clerk Anthony:** Mary Brabham.

1858 **Chairperson Lanier:** Thank you.

1859 **Ms. M. Brabham:** [Inaudible audience comment]. Good evening. Ms. Mary Brabham,
1860 Riviera Beach.

1861 I'm gonna say, give the Police Department a shout out. Even though night out...,
1862 last night it rained, but we proceeded. And here, I have pictures of the kids. When Ms.
1863 Brabham got there, some kids was on the wall and they was crying. They were
1864 disappointed. I said, 'Come on. Follow Ms. Brabham. Thank your Chief Osgood. We
1865 still..., and Officer Philips, for making it happen.' Those kids, they got into the SWAT
1866 mobile and the little one said, 'Oh, look at those wheels.' Marie Davis and I also got into
1867 the SWAT mobile.

1868 So see so, we can make some things work, even though some of it is not
1869 permissible. So, they, they really enjoyed it. Thanks Anne Gannon, Tax Collector, for
1870 stepping up to the plate with your employee, doing the right thing. You realize how to
1871 make the economy work in order to have your employees safe.

1872 Mr. Jonathan Evans, I'm gonna give you and Ms. McBride a little info here. It, it is
1873 about the mosquito spraying. I'm in Royal Palm Beach. This is a annual thing for them.
1874 We know that we are embedded with the mosquitos, the flies, as well as termites. And
1875 they have this annual thing it is safe spraying. It is an ultralight that they uses. And they
1876 do this ev'..., annually, out three in Royal Palm Beach. So, Mr. Evans, I want you and
1877 Deputy City Manager to consider that. Please. I'm gonna give you the article.

1878 No detox center here. Not on our Broadway corridor. None of that, if we are to
1879 rebuild up. No detox center on our main corridor here. That's a no, no. How can we
1880 rebuild and bring in homes and, and, and then we want that investment, that tax revenue.
1881 When we got a detox center? Don't get me wrong, it has a place, but not on our corridor.
1882 Not on our corridor. Not where we are to be built up.

1883 So, I want you all to consider that and whoever gave this man this, this magnificent
1884 idea, shame on you. Shame on you for doing that. Knowing that we are trying to move
1885 this City in a positive light. For anybody who did that, that wanna bring it here on
1886 Broadway? No. That's a no no.

1887 So, these things, I hope that the Manager will take into consideration. The CRA
1888 Attorney, I did tell him. He's in the lobby so we get the money somewhere and have this
1889 City [inaudible]. When Ruth Jones was here...

1890 [Timer]

1891 **Ms. M. Brabham:** ...also, made mention to her about...

1892 **Chairperson Lanier:** Thank you, Ms. Brabham.

1893 **Ms. M. Brabham:** ...spraying this City.

1894 Thank you.

1895 **Chairperson Lanier:** Thank you.

1896 Madam Clerk.

1897 **City Clerk Anthony:** Madam Chair, Members of the Board, that concludes.

1898 **Chairperson Lanier:** Very good.

1899 Mr. Evans, could you respond to some of the issues that were brought up by the
1900 residents, please?

1901 **City Manager Evans:** Certainly, Madam Chair.

1902 With regards to the comment as it relates to officer behavior. I'm sure Chief
1903 Osgood will address that matter. So he'll definitely look into that.

1904 For a Utility District meeting recap. We can certainly draft a memorandum and
1905 place that on our website, and also share that at this meeting, depending on what time
1906 we conclude our meeting. I have no problem providing a Utility District recap. But we
1907 also will do that in writing. So, I'm sure Ms. Jacobs is taking notes with respect to that.

1908 This is the first time I've heard of the U-Haul pop up stores, so I will get with Director
1909 Sirmons and see if we have any particular situations that our Code officers are aware of,
1910 and then provide the appropriate notice to the property owner and make sure the behavior
1911 is corrected.

1912 With respect to the detox facility. I have not been briefed on that particular meeting,
1913 but I know Staff was supposed to be present at that meeting. But that Item will have to
1914 come back before the Board for any type of action because it was the Board that directed
1915 a community meeting prior to any decision or discussion with regards to that particular
1916 topic. So that definitely will be coming back before the Board.

1917 The comments as it relates to a Wellness Center. A Wellness Center is more so
1918 a modern word for a recreation center, but it's all encompassing. It has your basketball
1919 gyms, but it also has your yoga classrooms, it has your spinning classrooms, it has your
1920 nutrition bar. It looks at your fitness and wellness..., or your wellbeing holistically. It
1921 doesn't just look at what traditional recreational facilities have been over the past thirty,
1922 forty years where it's a basketball gym and bleachers and maybe a weight room.

1923 This has more amenities and allows for the community, and the residents to
1924 recreate together. It is contemplated that a Wellness Center will be able to offer services
1925 for mom, dad, the little ones and the grandkids. So, what we would envision in a Wellness
1926 Center, would be a situation whereby you would walk in. If dad wanted to go play pickup

1927 basketball, or mom wanted to go to yoga, and the kids wanted to go to PlayZone or go
1928 out to the pool area, they can conceivably do that.

1929 So, it's looking at wellness from a holistic approach and incorporating more
1930 elements to allow for the community to recreate together. Based on a lot of studies, there
1931 is a lot of connections between generations, and they like to recreate together. So, we
1932 wanna create an opportunity that facilitates that.

1933 As it relates to the community meetings, we are going to obviously have more
1934 community meetings to talk about different projects and initiatives. I believe on
1935 everyone's seat is the community meeting notice for Fire Station 86. And we believe.., I
1936 think we have two meetings that will be face to face, and then one will be held in a digital
1937 format. And the intent behind that is to follow the edict that was provided by the Board to
1938 get some feedback and some perspective from the community with regards to the
1939 initiative.

1940 The financial assistance, or hardship program, is still in effect. I would have to
1941 defer Finance, how that information is marketed and communicated. But we do get a few
1942 persons that take advantage of that. But that is available and has been available.

1943 As it relates to the mooring fields, I'd like for Staff to provide a, a more in depth
1944 memorandum and maybe a brief presentation to the Board with respect to that entire
1945 process, 'cause some of that process proceeds me. So, we can bring that particular
1946 matter to conclusion.

1947 But also, one of the things that's important is that it has to be a decision that this
1948 Board has to make, and we're not even remotely close to that particular process, but we
1949 will bring that, that particular Item for discussion.

1950 As it relates to the Delta variant, I put out some communications to employees that
1951 we will be providing directives for Staff, that will talk about the mandatory wearing of
1952 masks in City facilities, what the expectation is for the public as they interact in City
1953 facilities, or City facilities that are leased.

1954 We are also looking to provide for a policy that looks to address person that have
1955 to go out for testing and what leave time they're supposed to use, as well as the City of
1956 Delray's policy that looks that if a person is vaccinated, they need to provide proof. And
1957 if they are not unvaccinated, or do they do not wanna provide proof, then there's weekly
1958 testing that required.

1959 So, we're looking at creating a policy that speaks to those, a lot of those will be
1960 rolled out end of this week with institution of those coming the first of the, the week.

1961 We have move our Emergency Operation Center from enhanced [stammer]
1962 monitoring 'til next week. We'll actually go to a level 1 activation, which is a partial
1963 activation because we are seeing the significant increase related to the Delta variant.

1964 About the voting locations. I have answered this particular question before, in the
1965 past. The voting locations are established by the Supervisor of Election, not the City of

1966 Riviera Beach. And, if there's a facility that's under construction, and City Hall is the
1967 campus, then conceivably, they would move it to Wells or, if Wells was the facility that
1968 was under construction, they would move it to City Hall.

1969 We as a City, will always advocate for more opportunities and easy access for our
1970 residents to be able to practice their Constitutional Right and, and their opportunity to,
1971 to, to cast a vote. So, we are going to be advocates for that, but obviously, as we look to
1972 construct new facilities, there is gonna be some changes and modifications. But there
1973 will be adequate notice that will provided to the residents with regards to that.

1974 As it relates to the Reimagine Riviera Beach sessions, I did tell the members of
1975 the community that attended that, after I got direction for the Board, I would follow up with
1976 them, and the Board has said that they would like to have some additional conversations.
1977 We are going to have almost a reunion of those particular classes to bring them up to
1978 speed on some of the activities that have occurred, as a result of the conversation that
1979 we had with them. But we always contemplated that there will be more touch points with
1980 the public.

1981 As it relates to the mosquito spraying, I will assign that to Deputy City Manager
1982 McBride, but I know me and Councilperson Lanier have had many conversations in
1983 regards to that, even to the point where I've reached out to the County and the County
1984 Administrator's office to assist in facilitating.

1985 And one of the significant concerns they had, based on the technology that they
1986 utilize, is that they don't necessarily do that in a neighborhood area. And so, we would
1987 have to look at another service provider to effectively to do that.

1988 So, we will definitely look at that and see what we can do to resolve those issues
1989 in the community because, if we do have those standing pockets of water, and we're
1990 getting rain every day and we're seeing the increased number of, of folks calling and
1991 complaining about mosquitos. So, we're gonna try to do what we can to attempt to resolve
1992 that.

1993 And Madam Cahir, I believe that concludes all the public comments.

1994 **Chairperson Lanier:** Thank you, Mr. Evans.

1995 Clerk..., Madam Clerk, next Item, please.

1996 **7. City Clerk Anthony:** We're now onto Item No. 7.

1997 **City Clerk Anthony:** **ORDINANCE NO. 4178 AN ORDINANCE OF THE CITY**
1998 **COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA,**
1999 **AMENDING CHAPTER 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED,**
2000 **"PARKS AND RECREATION", REPEALING ARTICLE ENTITLED , "BOATS";**
2001 **CREATING ARTICLE III, ENTITLED "BOATS, FLOATING STRUCTURES, LIVE-**
2002 **ABOARD VESSELS AND OTHER WATERCRAFT"; PROVIDING FOR**
2003 **APPLICABILITY, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, AND**
2004 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

2005 **DAWN S. WYNN, CITY ATTORNEY, 561-845-4068**

2006 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
2007 comment on this Item. The acceptance of public comment cards on this Item is now
2008 closed.

2009 **Chairperson Lanier:** Motion to approve Ordinance No. 4178.

2010 **Councilperson Botel:** I make a motion to approve this Ordinance.

2011 **Chair Pro Tem Miller-Anderson:** Second.

2012 **Chairperson Lanier:** Very good.

2013 Mr. Evans.

2014 **City Manager Evans:** Madam Chair and Members of the Board, I will turn this
2015 presentation over to the City Attorney, Ms. Dawn Wynn.

2016 **City Attorney Wynn:** Thank you, Mr. Manager

2017 **Chairperson Lanier:** Yes. Go ahead.

2018 **City Attorney Wynn:** Madam Chair, Members of the Board, this Item will be
2019 presented by Senior Assistant City Attorney Lina Busby with assistance from Attorney
2020 Telsula Morgan with the firm of Lewis, Longman & Walker. And then, if tactical assistance
2021 is necessary, from Director Sirmons.

2022 **Chairperson Lanier:** Very good.

2023 Go ahead, Ms. Busby.

2024 **Senior Assistant City Attorney Busby:** Good evening, Chair Lanier. Good
2025 evening, Mayor Felder and Members of the City Council.

2026 S you are well aware, the City enacted a [stammer] moratorium earlier this year as
2027 to the filing, receiving, processing of any application or permit associated with floating
2028 structures and live-aboard vessels within the waters of the City, or the corporate limits of
2029 the City.

2030 During such time, City Staff has met with county officials and participated in
2031 [stammer] number of meetings, including a task force meeting to address these
2032 regulations. And, we also engaged outside counsel, who are the premier senior experts
2033 in this area of law to assist in the development of regulations that would be consistent
2034 with the intent of this Board to better protect the waters of the City, and all of the
2035 environmentally sensitive aquatic habitats in those waters.

2036 So, the intent of the City and the County and other municipalities in Palm Beach
2037 County for working on that task force was to work together to try and develop an
2038 Ordinance, or local regulations that would help with primarily, it was enforcement issues.
2039 The county was having enforcement issues with its adjacent municipalities because,

2040 unlike with land, with wither there's no real.., real clear line that says, 'Okay, this is County
2041 water, this is City of Riviera Beach water.' And, because of that, you know, they have
2042 some issues with a number of years regarding its enforcement.

2043 So, they developed.., Palm Beach County developed its own Ordinance to really
2044 address that issue. And, in addressing it, what they said in their Ordinance, which passed
2045 on June 24, 2021, of this year, is that it would apply all of the incorporated and
2046 unincorporated areas of the county, including all the municipalities and the waters of the
2047 municipalities in the County. Unless a municipality opts out, or adopts an Ordinance in
2048 conflict. In which case, the County's Ordinance remains effective to the extent not in
2049 conflict with the municipal Ordinance.

2050 So, the City has a'.., has proposed this Ordinance for the City. And, the main
2051 difference between the City's proposed Ordinance and the County's Ordinance, it's
2052 already in effect, is that the County really addressed regulations on just floating structures.
2053 And, with this Ordinance, the City intends to address regulations on floating structures
2054 and live-aboard vessels.

2055 Also, we took the opportunity to update our own Code of Ordinances, 'cause this
2056 section had some very antiquated and not modern language and definitions regarding
2057 watercraft and boats. And we wanted to be very specific and we wanted to be consistent
2058 with the Florida statutes regarding live-aboard vessels, floating structures, derelict
2059 vessels, and other marine terms that we wanted the City to adopt.

2060 So, just so that you know, I'll, I'll highlight the distinguishing difference with the
2061 County's Ordinance in addressing the live-aboard vessels. Primarily, live-aboard vessels,
2062 according to our Ordinance, will b be permitted so long as they're docked at a licensed
2063 marina facility. Transient, temporary live-aboard vessels are prohibited from docking
2064 elsewhere in the waters of the City beyond seventy-two hours within any thirty day period.
2065 And they be evacuated within eight hours of a declared weather event.

2066 We also codified the enforcement procedures for floating structures. And they are
2067 consistent with the County's enforcement procedures. And again, we added a [stammer]
2068 significant number of definitions that are consistent with Florida Statute Section 327. And,
2069 I'll, I'll say that overall, this is the first step to updating and modernizing the Code of
2070 Ordinances to reflect the changing laws related to these structures and vessels.

2071 And, this is Ms. Morgan. She works for Lewis, Longman & Walker. And she is
2072 here this evening. She worked.., and her office.., the attorneys in her office worked
2073 closely with me in drafting this Ordinance for you this evening.

2074 So, if you have any questions, we can address them.

2075 **Councilperson Botel:** Madam Chair?

2076 **Chairperson Lanier:** Yes. Go ahead.

2077 **Councilperson Botel:** I want to give my sincerest, deepest thanks to our Legal
2078 Department. In particular, Ms. Busby, who has worked long and hard on this topic. It's

2079 been a long time coming and we sincerely appreciate it. Getting rid of the floating
2080 structures and live-aboards that op..., have popped up around Peanut Island will do a
2081 great service to this community because we'll finally begin to clean up the waterways
2082 around the Blue Heron Bridge, and make that place, once again, the premier dive spot in
2083 the world.

2084 So, thank you so much for this. I r really appreciate it.

2085 I have a couple of questions. I don't see, on Page..., let's see. I'm looking at
2086 Section... I'm sorry. Section 13-6(1) and '6(2), Enforcement and Penalties. I, I..., actually,
2087 Sections 13-6(2) Penalties. 'Any person violating any of the provision s of this Article
2088 shall, upon conviction thereof, be punished as provided in Section 1-11 of this Code. I
2089 don't..., that's not included in this, so I don't know how... I don't know how much the
2090 penalties are and so forth. Is that somewhere else or is that something you just tell us
2091 now?

2092 **Senior Assistant City Attorney Busby:** Chair, may I address?

2093 **Chairperson Lanier:** Yes. Go ahead.

2094 **Senior Assistant City Attorney Busby:** That is Section 1-11 of our Code that
2095 discusses the Code Compliance and the enforcement mechanism that way. So, it's not
2096 necessarily in this particular section. It's actually in the entire Code of Ordinances.

2097 **Councilperson Botel:** Okay. But there are penal'..., there are monetary penalties if
2098 they don't... Okay.

2099 **Senior Assistant City Attorney Busby:** Yes.

2100 **Councilperson Botel:** And then, my last question. What are we doing now..., the
2101 County passed theirs on June 24th, ho'..., and maybe this is not a question for you but
2102 rather for the Chief. I don't..., I'm not sure. Are we already tagging these floating
2103 structures that are out there now? There's still a number of them out there. Are we
2104 tagging them? Are we complying with the County's Ordinance, even though ours has not
2105 yet been adopted by us, but the County has adopted theirs.

2106 So, are we, are we tagging them? Are we, are we vi'..., giving them...

2107 **Senior Assistant City Attorney Busby:** So...

2108 **Councilperson Botel:** ...any penalties for violations?

2109 **Senior Assistant City Attorney Busby:** Yes. Madam Chair?

2110 **Chairperson Lanier:** Go ahead. Yes.

2111 **Senior Assistant City Attorney Busby:** Okay. So, the..., I'll, I'll give you the legal
2112 answer. And the legal answer is that we did not opt out of the County's Ordinance.

2113 **Councilperson Botel:** Mhmm.

2114 **Senior Assistant City Attorney Busby:** So, therefore, the County's Ordinance
 2115 applies to the City of Riviera Beach.

2116 **Councilperson Botel:** Right.

2117 **Senior Assistant City Attorney Busby:** Whether or not they are in the process
 2118 currently of providing notice, consistent with the County Ordinance to remove the floating
 2119 structure, I don't know. But, the marine unit could best tell you. And there's.., I think the
 2120 City has a, a few officers in the marine unit. I don't know if they've provided an update
 2121 thus far, but it was just recently approved at the end of June. So it's been about a month.

2122 **Councilperson Botel:** Yeah. Thank you. I don't see Officer Brau [sp], but I think I
 2123 see the Chief back there. And I.., if I might, Madam Chair?

2124 **Chairperson Lanier:** You want the Chief...

2125 **Councilperson Botel:** Ask him to...

2126 **Chairperson Lanier:** ...[inaudible].

2127 **Councilperson Botel:** ...to... Could I? Yeah.

2128 **Chairperson Lanier:** Chief Osgood. You have some light on this information in
 2129 regards to tagging derelict structures?

2130 **Councilperson Botel:** Floating structures.

2131 **Senior Assistant City Attorney Busby:** Floating structures.

2132 **Chairperson Lanier:** Floating structures.

2133 **Police Chief Osgood:** Good evening, Madam... Good evening, Madam
 2134 Chair. I'm Chief Nate Osgood.

2135 Now the question is, do we have additional information on how we're tagging
 2136 floating structures?

2137 **Councilperson Botel:** No. I wondered if we are already complying with the County
 2138 Ordinance to cite these floating structures in our waters?

2139 **Police Chief Osgood:** Yes. We are com'.., in compliance with a cou'.., the
 2140 County Ordinance. We're doing exactly the same thing they're doing. We haven't done
 2141 anything different. And, at times, we even get the County to come out and take a look.

2142 So, there's sometimes the County, they may kick the can over to the City of Riviera
 2143 Beach and say, 'Hey, this is in the City waterways.' And vice versa, we'll say, 'No. This
 2144 is the County.' So we've been pretty much consistent and, and how we cite the floating
 2145 structures.

2146 **Councilperson Botel:** So, since June 24th or '6th, whatever that date was that the
 2147 County adopted, we have been tagging these boats to get rid of them.

2148 So, I don't know enough about the County.., I don't remember enough about the
2149 County Ordinance. How much time between the tagging in the County, and the ability for
2150 us to remove them is there?

2151 **Senior Assistant City Attorney Busby:** So...

2152 **Councilperson Botel:** I think we're giving twenty-one days. I think.

2153 **Senior Assistant City Attorney Busby:** It's the same.

2154 **Councilperson Botel:** It's the same. Okay.

2155 **Senior Assistant City Attorney Busby:** And, it's twenty-one calendar days from
2156 the date of the posting of the notice, to remove the structure. And there are a number of
2157 notice requirements, particularly if they.., they are trying to find the actual owner.

2158 **Councilperson Botel:** Right.

2159 **Senior Assistant City Attorney Busby:** Because unlike a vessel, there's no
2160 registration process. So, that has become a very difficult endeavor for, not just our marine
2161 unit, but for the County.

2162 **Councilperson Botel:** Thank you. So, at some point, in the next week or so, if I could
2163 get a report on how many [stammer].., how many of those floating structures and live-
2164 aboards have been tagged, and what date they were tagged so I'll know what date to
2165 expect them to disappear. That would be great. Not tonight but... At some point.

2166 **Police Chief Osgood:** We have.., we keep a running total on those, so I'll be
2167 able to get it to you tomorrow.

2168 **Councilperson Botel:** Thank you very much.

2169 **Police Chief Osgood:** Thank you.

2170 **Councilperson Botel:** That's all I have. Thank you.

2171 **Chairperson Lanier:** Alright. Very good.

2172 Any other questions in regards to this Item? Are there any public comment cards
2173 for this Item?

2174 **City Clerk Anthony:** Yes, Madam Chair.

2175 **Chairperson Lanier:** Alright. Very good. Let's get to the public comment before
2176 we have any other questions regarding this Item.

2177 **City Clerk Anthony:** J.B. Dixon, Mary Brabham.

2178 **Ms. J.B. Dixon:** J.B. Dixon, Riviera Beach on Singer Island.

2179 I am delighted at this Ordinance. It certainly has been a long time coming. And,
2180 of course, I would like to recognize the person who got the ball rolling on this whole thing,

2181 countywide, and she is sitting among you today, Councilwoman Julie Botel, looked into
2182 this for the first year she was elected and found that, in fact, everyone was kicking the
2183 can to somebody else because there was not one thing agreed upon. And so, everybody
2184 just sort of made it someone else's problem.

2185 She called together all the municipalities, all of the county people, everyone who
2186 was in any way responsible and said, 'We have got to solve this problem.' Then, the
2187 County took it on, thank you, County, came back with this Ordinance, that passed June
2188 24th. And I've got to tell you there's been dancing in the streets. [Chuckle]. In many,
2189 many waterfront communities, including ours.

2190 I was a boater myself bef'.., for, for many, many years before I came to Florida,
2191 and I'm well aware of the, the derelict boat situation, which is increasing throughout the
2192 country. Derelict boats, and now, derelict quote floating structures.

2193 Certainly, as you go over our Bule Heron Bridge, which is a magnificent view,
2194 everyone will agree, it's just breathtaking. That you can see the intracoastal, you can see
2195 Peanut Island, you can see Singer Island, and you can see the ocean. We have a
2196 gorgeous, gorgeous viewpoint there. And then you look down on one side, and you see
2197 these garbagie shacks. And that's not, of course, the only thing. The real thing is, is that
2198 those shacks that float, do not mostly have any toilets, they certainly don't have any that
2199 pump out.

2200 There are many people who live aboard their vessels. For instance.., and, they
2201 always go to a marina. Which, our Ordinance says, yes, you know, you can do that.
2202 Because, if you're a responsible boater and you take care of the environment, you pump
2203 out your waste and you use the electricity that, that is at a marina.

2204 If you are just anchoring off in the water, I can guarantee you.., and people have
2205 seen them dumping water and just, out on their decks, using the water as a toilet. And
2206 we have people, young people especially, who swim in that water. Underneath the bridge,
2207 there's a beach. It's very, very close to Peanut Island. And, if I were a parent...

2208 [Timer]

2209 **Ms. J.B. Dixon:** ...I would be very concerned...

2210 **Chairperson Lanier:** Thank you so much...

2211 **Ms. J.B. Dixon:** ...about that.

2212 Please vote for this Ordinance.

2213 **Chairperson Lanier:** [Chuckle]. Thank you.

2214 **City Clerk Anthony:** Mary Brabham.

2215 **Ms. M. Brabham:** Ms. Mary Brabham, Riviera Beach.

2216 I too agree that every entity in this City here, we as elected officials, as well as
2217 residents, must do what we need to do. I'm a firm believer, I have to protect land, as well
2218 as sea. See, I, I love the habitats, because without them, we would not have any
2219 ecosystem. The Lake Lagoon, and all those areas there, they make who we are. Our
2220 surrounding areas.

2221 So, it was a time over at this Marina here, we had everything over there, including
2222 everything. And we finally... I'm gonna say thank you, Pam Ryan [sp], for, for, for getting
2223 to that point there. Whereas we have a Marina here, and that Marina should be conducted
2224 as if that it is a maker money opportunity for this City.

2225 The waterways, when those boats sink down in that water there, and other aircraft,
2226 watercraft comes through there, who knows? They can hit something. They are in a
2227 accident, or someone is killed.

2228 So, putting the Ordinance in place, like this, we did it for the Code Compliance.
2229 We strengthened that and streamlined that, which we needed badly in this City. We did
2230 the Chronic Nuisance Ordinance that was so needed in this City. So, this Ordinance, to
2231 me, is no different. These are our waterways, and we have to do everything that we can
2232 in order to protect them. And make them livable to what is supposed to live there. And
2233 not just float there. We're not saying that you cannot have access to our water. It is, it is
2234 not what you have, but it, but it's what you do with what you have that is not permissible.

2235 So, so I'm hoping and I'm quite sure that you as a Board, with an open mind, if you
2236 protect the land, you must protect our waterways. Because those mangroves over there,
2237 that's just what they are. They should not be disturbed, and cut down. The, the habitats,
2238 all they will do is come and invade us. So leave those things alone, that nature has set
2239 apart from, from what we, as human beings, are.

2240 We have a, we have enough on land here to do, without disrupting anything else.

2241 So...

2242 [Timer]

2243 **Ms. M. Brabham:** Thank you.

2244 **Chairperson Lanier:** Thank you, Ms. Brabham.

2245 **City Clerk Anthony:** Madam Chair, Members of the Board, that concludes public
2246 comment.

2247 **Chairperson Lanier:** Very good.

2248 Are there any other questions in regards to this Item? [Pause]. Madam Clerk.

2249 **City Clerk Anthony:** Councilperson Botel?

2250 **Councilperson Botel:** Yes.

2251 **City Clerk Anthony:** Councilperson Lawson?

2252 **Councilperson Lawson:** Yes.

2253 **City Clerk Anthony:** Council'..., Councilperson McCoy?

2254 **Councilperson McCoy:** Yes.

2255 **City Clerk Anthony:** Pro Tem Miller-Anderson?

2256 **Chair Pro Tem Miller-Anderson:** Yes.

2257 **City Clerk Anthony:** Chair Lanier?

2258 **Chairperson Lanier:** Yes. The Item carries approved at 5-0. Next Item.

2259 **ITEMS TABLED**

2260 **REGULAR**

2261 **8. City Clerk Anthony:** Item No. 8.

2262 **City Clerk Anthony:** **RESOLUTION NUMBER 67-21 A RESOLUTION OF THE**

2263 **CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY,**

2264 **FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING**

2265 **THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES**

2266 **CONTINUING CONTRACTS TO PROVIDE PROFESSIONAL LEGAL SERVICES WITH**

2267 **EACH OF THE TOP TWO RANKED FIRMS, CARLTON FIELDS-FASKEN AND WEISS**

2268 **SEROTA HELFMAN COLE + BIERMAN COMMENCING JUNE 16, 2021 AND ENDING**

2269 **JUNE 15, 2024 WITH RENEWAL OPTIONS FOR TWO (2) ADDITIONAL TWELVE (12)**

2270 **MONTH PERIODS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS**

2271 **FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN**

2272 **EFFECTIVE DATE.**

2273 **ALTHEA PEMSEL, DIRECTOR OF PROCUREMENT, 561-845-4180**

2274 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public

2275 comment on this Item. The acceptance of public comment on this Item is now closed.

2276 **Councilperson Botel:** Moved to adopt Resolution No. 67-21.

2277 **Chair Pro Tem Miller-Anderson:** Second.

2278 **Chairperson Lanier:** Very good.

2279 Mr. Evans.

2280 **City Manager Evans:** Madam Chari, Members of the Board, if I can have Deputy

2281 Manager, Ms. Elizabeth McBride, make this presentation.

2282 **Deputy City Manager McBride:** Okay?

2283 **Chairperson Lanier:** Go ahead.

2284 **Deputy City Manager McBride:** Okay. Good evening, Madam Chair, Mayor, Members
2285 of the City Council.

2286 This matter is before you tonight after being continued from July 27th. And it
2287 provides for the City to [stammer].., to approve the hiring of two law firms to assist with
2288 rei'.., well, the projects associated with Reimagine Riviera Beach, as well as with projects
2289 related to the construction of the Fire Rescue Services facilities.

2290 Basically, as the City Administration began to explore the construction activities
2291 related to Fire Rescue facilities, as well as Reimagine Riviera Beach, we also started
2292 looking to see what.., how could we supplement our Staff with expertise that we did not
2293 have inside? The first aspect of, of it you approved earlier, were for some P3 advisors,
2294 which you... That was several months back. And this matter was before you because
2295 we were looking for attorneys who had P3 experience, as well as extensive experience
2296 in development and construction of projects that the City will be undertaking, that he CRA
2297 will be undertaking, and also that USD will be undertaking.

2298 So, the solicitation went out, looking for attorneys in all those areas. The CRA
2299 selected their attorneys that they wanted and brought before, I think, the com'.., the Board
2300 of Commissioners. For the City, we've selected two firms. And we've selected Carlton
2301 Fields, and the firm Weiss Serota.

2302 And we ended up with two firms because, at the time we started this process, we
2303 did not know who any of our partners would be. And the firms could only say they had
2304 not a conflict with us, the City or the CRA or USD.

2305 Now that we've identified the firms that we'll utilize, we will have the firms look to
2306 see if they have any conflicts with any of the parties that we are doing business with,
2307 before they start undertaking work. And if one firm does have a conflict, then we'll move
2308 to another. And, that's why we have two. Yes. Mhmm.

2309 **Chairperson Lanier:** Thank you.

2310 Public comment, Madam Clerk.

2311 **City Clerk Anthony:** Bonnie Larson, Mary Brabham.

2312 **Ms. B. Larson:** Bonnie Larson.

2313 When I read this first, I was wondering why do we need more attorneys? We just
2314 hired the Pittman Group. And they're supposed to be experts in everything. And then we
2315 have, Ms. McBride, we have Ms. Wynn. So I was wondering, like, what these people are
2316 gonna be doing in addition to our attorneys that we already have?

2317 My second question is, are they gonna be hired like monthly? Are they gonna be
2318 hired by the project, as needed? Or, how are they gonna be hired to do the work that
2319 they're.., we're projecting them to do? I just couldn't understand why we needed more
2320 and more attorneys. So, maybe you could explain that.

2321 And, again, like, are they gonna be on one project? Or are they on a salary full
2322 time or how does that work?

2323 Thank you.

2324 **Chairperson Lanier:** Thank you.

2325 **City Clerk Anthony:** Mary Brabham.

2326 **Ms. M. Brabham:** Every.., every entity bring its roundabout f expertise, with the
2327 brightest of minds, and the most intricate knowledge of what we're looking for, how we
2328 want it and how we want it implemented. I [inaudible], in the last meeting, it was said that
2329 there was four. I think the Deputy Manager, Ms. McBride, said it was two. So, I did not
2330 catch the, the second name. So, after I see whoever is gonna elaborate on it. I would
2331 like to know the second person. 'Cause I think there's four here, or five, in the backup. I
2332 heard Weiss and Serota. I did not catch the other ones.

2333 We have a thirty-six month innuendo and all of this water here, back in 2019, that
2334 was some of you all Board's platform. We could've been way far ahead, then where we
2335 are now if you had'a stuck to that Agenda. So, all of this talk here now about the water,
2336 is bedrested now. Because we have things in place, and our water is being articulated
2337 and brought up to standards far more than it has ever been, residents. So, when they
2338 come up here talking about this water here, it's just a conversation. Just to make you
2339 vote.

2340 You're gonna have to get something else to vote better than that. Because we are
2341 moving on here. The.., our Utility District, they have put out more information... And Ms.
2342 Brabham can attest to that, 'cause I've been in every meeting. And I've been in this
2343 battleground to make sure that we get a new water plant. And the things that tour water
2344 system.., all of those articulates [sp], pertaining to our District here are at rest.

2345 So, we say kudos. You residents, you all know exactly what playbook this is. But
2346 it's not gonna work. Put this to, to bed. You got furthermore fish here to fry, that you all
2347 can stand on a platform with, and advocate with. Instead of [inaudible] talking about the
2348 water. 'Cause, see, you may think that you can fool some of the peoples, but you can't
2349 fool all the peoples all the time. We are moving.

2350 And this particular here, is an testament here of what exactly the managerial Staff
2351 here, as well as you Board Members here, are putting in play.

2352 So, I'm gonna give every last one of you all kudos. So, let's move it. Let's move
2353 on with it. Stop playing this game here.

2354 [Timer]

2355 **Ms. M. Brabham:** Thank you.

2356 **Chairperson Lanier:** Thank you, Ms. Brabham.

2357 **City Clerk Anthony:** Madam Chair, Members of the Board, that concludes public
 2358 comment.

2359 **Chairperson Lanier:** Thank you.

2360 Any questions or comments from the Board in regards to this Item?

2361 Yes. Go ahead, sir.

2362 **Councilperson McCoy:** Thank you, Madam Chair.

2363 Ms. McBride, I'm looking at the memo and I did not find the scoring summary.

2364 **Deputy City Manager McBride:** [Inaudible].

2365 **Councilperson McCoy:** Nor... Well, that's the first question. You know, I, I know
 2366 Becker & Poliakoff was, you know, they're pretty, pretty well known. And I'm just curious
 2367 as to how we arrived at this ranking. Well, you know, I guess..., my question also is, like,
 2368 was this an Evaluation Committee or a Selection Committee? But either way, that
 2369 there's...

2370 **Deputy City Manager McBride:** It was an Evaluation Committee.

2371 **Councilperson McCoy:** Okay. But there's nothing in here that suggests what the
 2372 evaluation was.

2373 **Deputy City Manager McBride:** I hate to say it, I, I guess, in my book, I still have the
 2374 memo from July 27th, that was the first time it came to you on the Board, and the scores
 2375 are listed for each of the firms from that memorandum. And, Becker Poliakoff, you're
 2376 right, they were ranked sixth out of eight. We had eight responding parties. And,
 2377 [stammer], basically, we looked at the firm's experience with working with 3P projects, as
 2378 well as looking at the firm's experience with working with construction, and other
 2379 development projects. And that's how we ended up with the scores. Ranging from 336
 2380 to 176.

2381 **Councilperson McCoy:** Okay.

2382 **Deputy City Manager McBride:** Okay?

2383 **Councilperson McCoy:** So this is Staff's recommendation, based on the evaluation?

2384 **Deputy City Manager McBride:** Yes. Well, we..., re'..., remember, we brought to you five
 2385 firms. We were told to go back. That's why it's back here tonight. And pull them out.
 2386 CRA pulled out the firms that they were gonna use. We identified two that are being
 2387 considered by the Utility Special District because their focus was more Utilities. And
 2388 that's..., and those were Hawkins and Bryant, Miller, Olive. And the City took two.
 2389 Because everybody thought there was too many firms. And we took Carlton Fields and
 2390 Weiss Serota, based upon our review of work that their attorneys had undertaken that
 2391 related to projects that the City will be undertaking.

2392 **Councilperson McCoy:** Okay. So, can you describe who we are? Because the Item...

2393 **Deputy City Manager McBride:** Oh, the...

2394 **Councilperson McCoy:** ...originally...

2395 **Deputy City Manager McBride:** Committee...

2396 **Councilperson McCoy:** Let...

2397 **Deputy City Manager McBride:** ...members?

2398 **Councilperson McCoy:** Let... No, no. Let me finish.

2399 **Deputy City Manager McBride:** Okay.

2400 **Councilperson McCoy:** You keep referring to we selected as in...

2401 **Deputy City Manager McBride:** Mm.

2402 **Councilperson McCoy:** ...terms of the City. Now, the Item is titled for Althea Pemsel.
2403 We know that she's not with the organization anymore. And particularly, we just
2404 experienced a problem last week, probably the largest...

2405 **Deputy City Manager McBride:** Yeah.

2406 **Councilperson McCoy:** ...solicitation that the City has relative to solid waste services.
2407 And, you know, I, I guess it would've been nice to have, but I'm gonna sit here and be
2408 asked to trust Staff's recommendation when that didn't work so well for us when it came
2409 to solid waste services.

2410 **Deputy City Manager McBride:** Okay.

2411 **Councilperson McCoy:** And, you know, not even having, you know... And I'm not
2412 undermining your decision but, I mean, if you're gonna tell me you picked from a section
2413 of eight but there's no scoring sheet, there's no, you know, I don't know.

2414 But that doesn't seem to be...

2415 **Deputy City Manager McBride:** I will forward it. But, like I said, it's on your July 27th
2416 Agenda. So, I'm sorry it wasn't repeated in tonight's Agenda Item.

2417 **Councilperson McCoy:** Okay.

2418 **Deputy City Manager McBride:** But the Committee, when I said we, I speaking of the
2419 Evaluation Committee. When I said we selected or recommended, that was the
2420 Evaluation Committee, which consisted of Mr. Sherman, Randy Sherman, the Finance
2421 Director; Scott Evans, the Director of Planning; Richard Blankenship, Parks & Recreation;
2422 myself., were the parties who met to evaluate the proposals that were submitted.

2423 **Councilperson McCoy:** Follow up.

2424 **Chairperson Lanier:** Yes. Go ahead.

2425 **Councilperson McCoy:** That's interesting. I, I imagine if I ask the CRA Director who
2426 was on the committee on the CRA, he probably will tell me those same individuals. So,
2427 it's...

2428 **Deputy City Manager McBride:** [Inaudible].

2429 **Councilperson McCoy:** ...diff'... It's funny how you guys at the City can arrive to a
2430 different final two than the CRA can arrive.

2431 **Deputy City Manager McBride:** Hmm.

2432 **Councilperson McCoy:** And I'm sure...

2433 **Deputy City Manager McBride:** Well...

2434 **Councilperson McCoy:** ...the Evaluation Committee consisted of the same people.

2435 **Deputy City Manager McBride:** We did. But remember, I told you, we had and
2436 presented to you, what, five firms the last time? The Council thought that was too many.
2437 Okay? And asked us to go back and look at that again. So, everyone..., each..., everyone
2438 narrowed it down to two. We did. Now, I think Mr. Evans, Scott Evans, brought to you
2439 all two... I don't know. I'm not gonna try to... But, for us, the City, we narrowed it down
2440 to two firms instead of the large number that was there and I..., all I can remember for you
2441 about Mr. Ev'..., Mr. Scott Evans, and in looking at his firms, he did look to see if any of
2442 them had any unique experience that the CRA, they might need related to projects ya'll
2443 might potentially be undertaking, as related to the Marina.

2444 For USDS, we looked at which firms had experience with water treatment plants
2445 and Utilities. And there was the lead firm, Hawkins, was one of the leaders. But Bryant,
2446 Miller, Olive had to have had some also.

2447 **Councilperson McCoy:** Thank you. Follow up.

2448 **Deputy City Manager McBride:** Yes, sir.

2449 **Chairperson Lanier:** Yes. Go ahead.

2450 **Councilperson McCoy:** Okay. So, [stammer] I think that's, you know, your response
2451 is accurate, but looking at the contract, what are we agreeing to pay this firm, because
2452 there's no amount that's described in the...

2453 **Deputy City Manager McBride:** We have to...

2454 **Councilperson McCoy:** ...contract?

2455 **Deputy City Manager McBride:** We have to finalize that, after tonight. We di'..., there
2456 were, there were prices quoted in each proposals, and I would need to pull those to give
2457 you the exact answer.

2458 **Councilperson McCoy:** Follow up.

2459 **Deputy City Manager McBride:** Yeah. Yeah. Okay.

2460 **Chairperson Lanier:** Yes.

2461 **Councilperson McCoy:** Thank you.

2462 That., now you've established the basis for me not wanting to support this. This
2463 was specifically... And I'll tell you two reasons. Two., this is two reasons why I don't
2464 wanna support this Item. You know, when our Auditor came with the Statement of
2465 Findings for our audit, for the twenty'., for the year ending 2020, he pointed out that Legal
2466 needs to review all solicitations. That was one of his recommendations.

2467 **Deputy City Manager McBride:** Mhmm.

2468 **Councilperson McCoy:** We're not bound by it, but certainly, those are best practices
2469 in the industry. That's the first one.

2470 And then, secondly, Legal should also review invoice and should sign off on the
2471 law firms that the City uses. And...

2472 **Deputy City Manager McBride:** [Inaudible].

2473 **Councilperson McCoy:** ...absent of those two critical items in this solicitation, I., along
2474 with what you said previously, I don't understand how we are really trying to get a grasp
2475 on this Procurement process. I mean, it, it is almost devastating, every time you open a
2476 newspaper to hear about Riviera Beach. And they really beat us up, relative to solid
2477 waste solicitation.

2478 And I can't support it because we're still missing critical elements. And even as a
2479 Member of the Board, to get at a meeting and you don't even know how we arrived and,
2480 you know, we gotta get an explanation after the fact, of who the committee members
2481 were, and what the actual scoring is. You know, I, I think I've made my point, but I don't.,
2482 I don't have a question, but I, I'm not gonna be able to support the Item.

2483 Thank you.

2484 **Chairperson Lanier:** Thank you.

2485 Let, let me, let me... There was a question that was asked by the., by the., one
2486 of the members of the public during public comment in regards to this Item.

2487 **Deputy City Manager McBride:** Mhmm.

2488 **Chairperson Lanier:** And I wanted you or Mr. Evans, to be able to address that.
2489 Mr. Lar'., Mrs. Larson asked a question in regards to the...

2490 **City Manager Evans:** Yeah. The, the different types of services...

2491 **Chairperson Lanier:** Yes, sir.

2492 **City Manager Evans:** ...[inaudible]...

2493 **Chairperson Lanier:** Yes, yes.

2494 **City Manager Evans:** ...necessary... The necessity for...

2495 **Chairperson Lanier:** Yes.

2496 **City Manager Evans:** ...additional legal counsel.

2497 **Chairperson Lanier:** Yes.

2498 **City Manager Evans:** Because this is such a specialized field...

2499 **Deputy City Manager McBride:** Mhmm.

2500 **City Manager Evans:** ...it's no different than you having a family care pr'...,
 2501 practitioner, and then you have a surgeon, and you have other physicians that you would
 2502 go see, because it's such a specialized field. And so, that's what we were looking at for
 2503 legal experience that can assist us in facilitating some of the projects that we have going
 2504 forward.

2505 Also, Madam Chair, with respect to the legal invoices and Legal being involved in
 2506 the process. They are involved in the process. Any attorney that we look to engager has
 2507 to have the City Attorney's involvement in it, as well as authorization with respect to their
 2508 payment. That was a process that wasn't in place prior to me coming to the agency, and
 2509 I provided a directive to Staff, and I believe in writing, that all legal services need to be
 2510 approved through the City Attorney's office. And that departments cannot go and engage
 2511 legal counsel without Legal being involved.

2512 **Deputy City Manager McBride:** [Inaudible].

2513 **Councilperson McCoy:** That was practice prior.

2514 **Deputy City Manager McBride:** And also, I think Ms. Larson added that she recognized
 2515 that I was an attorney. But Ms. Larson, my, my orle here really is not to function as an
 2516 attorney, but to function as an administrator, in support of the City Manager. Okay? And
 2517 his office.

2518 That doesn't mean I ignore my legal training, but that's not my [inaudible]...

2519 **Chairperson Lanier:** Right. And I, I think her question was more so that we have a
 2520 Legal Department...

2521 **Deputy City Manager McBride:** Right.

2522 **Chairperson Lanier:** We have, you know, the Legal, which of course is its own
 2523 separate entity, the CRA. And her question was basically, you know, why so many
 2524 attorneys? Why so..., [-stammer] why do we have so many when we have our Legal
 2525 Department, and also our own outside legal counsel. And I think Mr. Evans can address
 2526 that.

2527 **City Manager Evans:** Yes, Madam Chair. Certainly.

2528 When, when you have a situation where, you know, the laws are, are different, it,
2529 it is such a specialized field. And when attorneys operate outside of their specialized
2530 fields, there is some liability and some vulnerability, that if they provide, you know, bad
2531 legal advice or guidance, that we can be compromised as it relates to a project moving
2532 forward.

2533 So, the intent was to find those that are more specialized specific to what we're
2534 trying to accomplish, to ensure there's no obstacles or hurdles. And that's the, the field
2535 of law that they are intimately familiar with.

2536 We do have Staff that can look at the contracts and agreements and interact with
2537 Legal, but there is such a specialized nuance associated with this, 'cause there's also a
2538 financial component that is.., that is a part of the arrangement. So, no different than we
2539 have bond counsel when we go out to the market. So that's, you know, a, a specialized
2540 field of law.

2541 So, it's very common that municipalities have a very deep depth as it relates to
2542 who they deal with as it relates to contracts and the City Attorney is your, your general
2543 practitioner and, and assists the Board and City Staff. But, it's very common that you
2544 would see other arrangements with other professionals to provide more specialized
2545 service.

2546 **Chairperson Lanier:** Very good. Thank you, sir.

2547 Any other questions from the Board as, as it relates to this Item?

2548 **Councilperson Lawson:** Madam Chair?

2549 **Chairperson Lanier:** Yes. Go ahead, sir.

2550 **Councilperson Lawson:** Thank you, Madam Chair.

2551 Mr. Evans, during our conversation, we spoke about the RFP's coming down and
2552 the ones that we have coming down the pipeline. And, with this one and a few of the
2553 other ones that are coming before us, I would like for you to move forward with a
2554 consulting firm, or the firm that we spoke about, in reference to reviewing these RFP's.

2555 As Councilman McCoy said, we got chewed a new one for the last Waste
2556 Management RFP. And even though there's maybe difference of opinions, I'd love for it
2557 to have another eye, look at these, until we are able to secure a new Procurement
2558 Director. \

2559 So, I can't support this Item tonight, until we can actually have a consulting firm
2560 take a look at it. And then, as we move forward with any RFP, I would recommend that
2561 we have a, another set of eyes take a look at it 'til we actually secure someone
2562 permanently for that position.

2563 Thank you, Madam Chair.

2564 **Chairperson Lanier:** Thank you, sir.

2565 **City Manager Evans:** Madam Chair...

2566 **Chairperson Lanier:** Yes.

2567 **City Manager Evans:** ...if I...

2568 **Chairperson Lanier:** Go ahead, sir.

2569 **City Manager Evans:** We, we are in the process of solidifying a relationship with a
 2570 specialist related to the procurement laws and the procurement process to, one, assist us
 2571 on the solicitation process. But, more importantly, assist Staff in the appropriate training
 2572 to know what the expectations are, as well as, providing us a Resolution or some policy
 2573 that we can bring before the Board that outlines the expectations from the elected officials,
 2574 as well as the Selection or Evaluation Committees so there's no ambiguity and confusion
 2575 in the relationship.

2576 So, we've already had conversations back and forth with the individual that we're
 2577 looking to work with to help facilitate that, but I do have faith in the, the Staff that we do
 2578 have onboard...

2579 [Inaudible comment]

2580 **City Manager Evans:** ...that they know what they need to do, and we know that
 2581 there's some large solicitations that are on the horizon, and that we're gonna work through
 2582 those. But, subsequent solicitations, after the, the last one, will, will be products that we'll
 2583 be comfortable with.

2584 And, the issue that we had with solid waste was the matter of just picking up the
 2585 phone and calling somebody to ask a question. So that, that's human error. Not
 2586 necessarily the document.

2587 But again, we've., we put in some fail safes that will help secure that, and be able
 2588 to move the, the solicitation process forward for subsequent projects.

2589 **Chairperson Lanier:** Thank you, sir.

2590 **Councilperson McCoy:** Madam Chair?

2591 **Chairperson Lanier:** Yes. Go ahead, sir.

2592 **Councilperson McCoy:** So lastly, Ms., Ms. McBride or Ms. Wynn, when does the price
 2593 get filled into this continuing, continuing services agreement? As to the rate?

2594 **Deputy City Manager McBride:** Excuse me, sir?

2595 **Councilperson McCoy:** I'm asking, when is the rate gonna be placed into the
 2596 contract? When is that determined? Because, you're asking us to blindly approve a
 2597 continuing services agreement...

2598 **Deputy City Manager McBride:** Mhmm.

2599 **Councilperson McCoy:** ...without it even being a rate inside.

2600 **Deputy City Manager McBride:** Okay. Well, [stammer] it would be added. Because
 2601 the rate... We... Listen, with attorneys... Let me give you an example. The senior
 2602 partner might be this rate, the junior might be this rate, the paralegal... All those things
 2603 we would get in detail when we meet with the firm to finalize for [stammer].., finalize the
 2604 agreement. It's no different than the scope of services that you might've done for other
 2605 professional contracts, and that amount.

2606 **Councilperson McCoy:** I, I beg to differ. We actually...

2607 **Deputy City Manager McBride:** Okay.

2608 **Councilperson McCoy:** We actually set forth a rate. And that.., wait. That goes right
 2609 back to the, the verry finding. You know, if this is generally streamlined, and I would've
 2610 kind of expected Legal to weigh in on this but...

2611 **Deputy City Manager McBride:** Mhmm.

2612 **Councilperson McCoy:** ...I think... In conversations in the past, we stayed around the
 2613 \$250 rate for litigation. I, I think that's, if I'm not mistaken, but, you know, I mean, just to
 2614 arbitrarily pass a, an agreement that we're going to be bound by, and then Staff is gonna
 2615 go back and insert it later, completely undermines the whole process of why you even
 2616 need to come to this Board, if Staff is gonna be able to insert a rate, based on something.

2617 And then, that goes back to the point, if you don't have...

2618 **Deputy City Manager McBride:** [Stammer]...

2619 **Councilperson McCoy:** ...the actual scoring summary in here, then that puts us in a
 2620 bad spot.

2621 **Deputy City Manager McBride:** Well, yes.

2622 **Councilperson McCoy:** You know, I, I...

2623 **Deputy City Manager McBride:** Well then, I would rather then that this... Well
 2624 [inaudible]...

2625 **Councilperson McCoy:** I, I think I've said what I was gonna say, but it kinda keeps
 2626 getting worse as we keep talking about it.

2627 **Deputy City Manager McBride:** Yeah.

2628 **Councilperson McCoy:**just more and more.

2629 **Chairperson Lanier:** Alright. [Chuckle]. Very good.

2630 **Councilperson Botel:** Madam...

2631 **Chairperson Lanier:** [Inaudible]...

2632 **Councilperson Botel:** ...Chair?

2633 **Chairperson Lanier:** ...comments... Go ahead.

2634 **Councilperson Botel:** Thank you.

2635 My only question is, do we typically come to Cou'..., do we typically have a
2636 department like Procurement, so sorry, coming to Council to employ the services of
2637 attorneys, or does the service of an attorney typically go through the City Attorney's
2638 office?

2639 **Deputy City Manager McBride:** Well, Procurement really is func'..., it was procured. We
2640 solicited bids. That's the only reason it came to you through Procurement, I presume.

2641 **Councilperson Botel:** Alright.

2642 **Deputy City Manager McBride:** I don't...

2643 **Councilperson Botel:** But it...

2644 **Deputy City Manager McBride:** ...know. It was...

2645 **Councilperson Botel:** ...would typically go through the City Attorney's office?

2646 **Deputy City Manager McBride:** Yes. I have [inaudible]... I have to let you all..., or the
2647 counsel answer that. This is my first experience. But she...

2648 **City Manager Evans:** Ma'...

2649 **Deputy City Manager McBride:** Ms. Pemsel was bringing to you July 27th, the results
2650 of the Procurement exercise. Okay? And, from what I can hear, she did have included,
2651 at that meeting, which serves as backup, the committee members, the firms bidding, and
2652 the scores that were received for that process. Okay.

2653 **City Manager Evans:** Madam Chair, if I may?

2654 **Chairperson Lanier:** Yes, sir. Go ahead.

2655 **City Manager Evans:** With respect to the, the Procurement process, what happens
2656 is, there's a department that would sponsor, or be the lead as it relates to the
2657 procurement. So, this is not an Item that was derived out of Legal, this was a need that
2658 the agency had. We then have the conversation with Legal, but the, the service is being
2659 provided to the City and the, you know, the projects themselves.

2660 So, [stammer] if we're soliciting services for law enforcement, or solid waste or
2661 what have you, there's a department sponsor, but all of it goes through Procurement. So,
2662 Procurement touches everything that we buy and that we receive. And so, that process
2663 is very common. But you do have a department that's, in essence, the, the sponsor.

2664 **Councilperson Botel:** Thank you.

2665 **Chairperson Lanier:** Thank you.

2666 Any other questions in regards to this Item? [Pause]. Very good. Madam Clerk.

2667 **City Clerk Anthony:** Councilperson Lawson?

2668 **Councilperson Lawson:** No.

2669 **City Clerk Anthony:** Councilperson McCoy?

2670 **Councilperson McCoy:** No.

2671 **City Clerk Anthony:** Councilperson Botel?

2672 **Councilperson Botel:** Yes.

2673 **City Clerk Anthony:** Pro Tem Miller-Anderson?

2674 **Chair Pro Tem Miller-Anderson:** Yes.

2675 **City Clerk Anthony:** Chair Lanier?

2676 **Chairperson Lanier:** Yes. Item carries 3-0, 2 dissenting, Councilman McCoy and
 2677 Councilman Lawson.

2678 Next Item, please.

2679 **9. City Clerk Anthony:** Item No. 9.

2680 **City Clerk Anthony:** **RESOLUTION NUMBER 88-21 A RESOLUTION OF THE**
 2681 **CITY COUNCIL OF THE CITY OF RIVIERA BEACH ESTABLISHING FEES FOR THE**
 2682 **CODE COMPLIANCE PROGRAM AND ESTABLISHING A PROPERTY**
 2683 **IMPROVEMENT ACCOUNT; PROVIDING FOR REPEAL OF ALL RESOLUTIONS IN**
 2684 **CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

2685 **CLARENCE SIRMONS, DEVELOPMENT SERVICES DIRECTOR, 561-845-4060**

2686 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
 2687 comment on this Item. The acceptance of public comment cards on this Item is now
 2688 closed.

2689 **Councilperson Botel:** Move that...

2690 **Chairperson Lanier:** Thank you.

2691 **Councilperson Botel:** ...we approve.

2692 **Chairperson Lanier:** ...[inaudible]

2693 **Councilperson Botel:** ...Resolution No...

2694 **Chairperson Lanier:** Oh, I'm sorry. Go ahead.

2695 **Councilperson Botel:** I'm sorry. Move that we approve Resolution No. 88-21.

2696 **Chairperson Lanier:** Second. Mr. Evans.

2697 **City Manager Evans:** Madam Chair and Members of the Board, if I can have the
 2698 Director of Development Services, Mr. Clarence Sirmons, make this presentation.

2699 **Chairperson Lanier:** Mr. Sirmons.

2700 **Development Services Director Sirmons:** Thank you. Clarence Sirmons,
 2701 Director of Development Services. Good evening, Madam Chair, Members of the
 2702 Council, Mr. Mayor, Madam Attorney. I am before you to present this Resolution, which
 2703 is a follow up to Ordinance 4172, which passed at the previous Council meeting which
 2704 overhauls our Code Compliance process.

2705 This Resolution establishes the associated fees with the new process, including
 2706 repeat violation fees and fees for applications related to liens connected to the Code
 2707 Compliance process.

2708 Finally, it establishes a property improvement account, which sets aside ten
 2709 percent of the fees collected by the Code Compliance Division to set them aside in an
 2710 account that can be used to assist homeowners in the City who are struggling to come
 2711 into compliance with the process.

2712 I would like to note that there was a technical error that caused the.., a outdated
 2713 memo to be attached to your backup materials where it cited five percent, instead of ten
 2714 percent. The correct number is ten percent, and it is reflected on the Resolution that's
 2715 before you to be voted on.

2716 The Code Compliance fees have been regularly collected, associated with the
 2717 activities of the Division. And, the, the body believes that ten percent is more appropriate
 2718 to effectuate help for members of the community in an average year. For example, we
 2719 collect somewhere between eighty.., fifty and \$80,000 a year in fees. So, ten percent of
 2720 that would allow the Department to assist homeowners who need it for some light
 2721 improvements and things that could cause them to come into compliance.

2722 As far as the eligibility for this property improvement account, we would model it
 2723 after the CRA and their programs related to the reclaim program, and the sod and paint
 2724 program, which requires those applicants to submit an.., submit paperwork and meet
 2725 certain requirement, including being below eighty percent of the average median income
 2726 of the area. They must be elderly and disabled. They must provide evidence of their
 2727 income. The property must be homesteaded, and the property cannot be in foreclosure.

2728 These funds would not be used on City properties or in City right -of-ways. They
 2729 would be directed towards those properties that are in need, that have been identified
 2730 through the Code Compliance process.

2731 That completes the Staff report on this Item. And, myself and Ms. Busby, who also
 2732 assisted very much on this Item, are available for any questions.

2733 **Chairperson Lanier:** Thank you, sir.

2734 Can we do public comment, Madam Clerk?

2735 **City Clerk Anthony:** Bonnie Larson, Mary Brabham.

2736 [Inaudible comment]

2737 **Chairperson Lanier:** No? Ms. Brabham?

2738 [Inaudible comment]

2739 **Chairperson Lanier:** No.

2740 **Ms. M. Brabham:** Ms. Mary Brabham, Riviera Beach.

2741 This is a good.., this is very, very good because we will take the money, the
2742 monies, and reinvest them back where they are needed, so desperately within our
2743 community.

2744 I remember in the Community Development Department, Mr. John Green, he was
2745 over that Department. And I sat on the Neighborhood Accountability Board, weed and
2746 seed. And, and these were things that we were advocating and putting in place, you
2747 know, to help our residents in our community. Mr. Green had a program where he assists
2748 the elderly and those that were in need, yard work, grass and, and painting. All of those
2749 things, of that element, you know, to help bring our community.., and also, to, to let the
2750 residents know within our City too, we hear you, we see you, we know that you live here.

2751 Now to the general public, I'm gonna give you another highlight here. The
2752 recommended Property Improvement Program will receive ten percent from Code
2753 Compliance's violations. The monies received will be reinvested into the community by
2754 way of property improvement, grant and neighborhood beautification initiatives.

2755 Potential eligible activities include, but are not limited to, yard improvement, house
2756 panting and minor structural improvements. And as I have ridden all over this
2757 neighborhood, I have seen desperately needed, some of the homesteaders that I know
2758 that have properties in this City here. They're old, they're frail and they just cannot.., they
2759 just cannot meet some of these requirements.

2760 So, so that monies for the lien, and the, and the fines and fees, it will serve a great
2761 access toward helping our, our City. We always holler about the westside. This is the
2762 westside. When we make this work here for the westside. This is the westside..

2763 So, so often we stand up here and say, 'The westside.' This is the west side that
2764 we are implementing these things here, to help the westside. Because we are an
2765 important City here. And even the westside is worth all the weight in gold it is as, as well.
2766 So, that monies there, residents, this is Ms. Brabham. Yes, you're gonna get some help.

2767 But I have a question because I dd not catch the medium income. So, I, I would
2768 like for him to tell me...

2769 [Timer]

2770 **Ms. M. Brabham:** ...and [inaudible] the median...

2771 **Chairperson Lanier:** Very...

2772 **Ms. M. Brabham:** ...income.

2773 **Chairperson Lanier:** Very good.

2774 **Ms. M. Brabham:** Please.

2775 Thank you.

2776 **Chairperson Lanier:** Thank you.

2777 Could you respond to that, Mr. Sirmons, in regards to the median income for
 2778 assistance?

2779 **Development Services Director Sirmons:** Yes, Madam Chair.

2780 I would need a little time to research that. I know my Department does have that
 2781 number for the City, just not right on hand.

2782 **Chairperson Lanier:** Alright. Very good.

2783 Any questions for Mr. Sirmons in regards to this presentation? [Pause]. Excellent.

2784 Ms. Brabham, someone will get with you and let you know what that median
 2785 income is.

2786 **Ms. M. Brabham:** Thank you.

2787 **Chairperson Lanier:** If there are no questions,. Madam Clerk.

2788 **City Clerk Anthony:** Councilperson McCoy?

2789 **Councilperson McCoy:** Yes.

2790 **City Clerk Anthony:** Councilperson Botel?

2791 **Councilperson Botel:** Yes.

2792 **City Clerk Anthony:** Councilperson Lawson?

2793 **Councilperson Lawson:** Yes.

2794 **City Clerk Anthony:** Pro Tem Miller-Anderson?

2795 **Chair Pro Tem Miller-Anderson:** Yes.

2796 **City Clerk Anthony:** Chair Lanier?

2797 **Chairperson Lanier:** Yes. Very good.

2798 Next Item, please.

2799 **City Clerk Anthony:** That motion is approved...

2800 **Chairperson Lanier:** I'm sorry. [Chuckle]. That motion is approved 5-0.

2801 Thank you for your presentation, Mr. Sirmons.

2802 **10. City Clerk Anthony: RESOLUTION NO. 89-21 A RESOLUTION OF THE**
 2803 **CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY,**
 2804 **FLORIDA, AUTHORIZING THE ADOPTION OF A SECURITY POLICY PROHIBITING**
 2805 **WEAPONS IN CERTAIN CITY FACILITIES AND OUTLINING OPERATIONAL**
 2806 **PROCEDURES TO BE FOLLOWED IN CONJUNCTION WITH THE POLICY;**
 2807 **PROVIDING AN EFFECTIVE DATE.**

2808 **NATHAN OSGOOD, CHIEF OF POLICE, 561-845-4130**

2809 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
 2810 comment on this Item. The acceptance of public comments cards on this Item is now
 2811 closed.

2812 **Chairperson Lanier:** Very good. Mr. Evans.

2813 **Chair Pro Tem Miller-Anderson:** I approve Resolution...

2814 **Chairperson Lanier:** I'm sorry. [Chuckle].

2815 **Chair Pro Tem Miller-Anderson:** ...89-21.

2816 **Councilperson Botel:** Second.

2817 **Chairperson Lanier:** Very good.

2818 Mr. Evans.

2819 **City Manager Evans:** Madam Chair, Members of the Board, I would like to have
 2820 Police Chief, Mr. Nathan Osgood, make this presentation.

2821 **Chairperson Lanier:** Mr. Osgood.

2822 **Police Chief Osgood:** Thank you, Madam Chair, Mr. Mayor, City Council.
 2823 Thank you.

2824 The Item before you tonight, the proposed security plan which will prohibit firearms,
 2825 weapons from being brought into certain City facilities throughout the City. The Police
 2826 Department worked with the City Attorney's office to research security procedures that's
 2827 used by other cities and government agencies throughout the county.

2828 The City Staff, Police Department Staff, we visited several governmental agencies
2829 to get a view and a peep on how they're using their policies to effect this type of policy
2830 that you have before you.

2831 Previously, the City did not have a policy that governs security screening of the
2832 City buildings, and even Council meetings. The City Attorney's office drafted this policy
2833 with the help of Police Department Command Staff and other City Staff reviewing the
2834 policies and giving feedback.

2835 The Police Department, along with several Police officials and.., around the City,
2836 we reviewed the policies and we concur, that we do need this policy. The policy is
2837 consistent with state law, and it establish procedures that will be used uniformly
2838 throughout the City.

2839 We, Staff, we recommend that you review this policy and adopt this policy. And
2840 Police Staff, City Attorney, we're here to answer any questions.

2841 Thank you.

2842 **Chairperson Lanier:** Thank you, sir.

2843 Public comment, Madam Clerk.

2844 **City Clerk Anthony:** Mary Brabham.

2845 **Ms. M. Brabham:** Ms. Mary Brabham, Riviera Beach.

2846 I strongly agree to you all passing this. Why? Because so many times in the
2847 atmosphere that we are in now, people are so disgruntled. Not that they were not always
2848 disgruntled. We're not saying that you cannot possess a firearm, because my husband
2849 possessed three. Shotgun, as well as pistols too. So, but, it is the way that we use those
2850 firearms. And, and, and within our meetings and stuff, all of you all have to be safe.

2851 The incident that broke out in this Chambers here a couple months ago, chairs
2852 were being thrown. See, those are objects and stuff too. So, we have to look at the..,
2853 the totality of making us all safe in here.

2854 You all are roped off now. Why? For the protection of, of we as individuals out
2855 here. And we, [stammer], all these individuals too, we have a right to be protected too.
2856 So, so these Ordinance says too, you.., we can take our guns to the, to the, to the shooting
2857 range and we can shoot all we want. But you still have to have that license for it.

2858 But, in, in our government facilities here, we need to be governed accordingly, so
2859 that we all can be safe. And our security force that is here, let me tell you about one thing
2860 about, about Ms. Brabham, I rather have safety than to have wealth. Why? You can give
2861 me all the tea in China, but I would rather have the security firm that we have here
2862 because they really do a great, great job. And they are only doing their job in trying to
2863 protect us. Wealth is gonna come, if we all are safe. If we are not safe and killed off,
2864 then, then how can you enjoy your life as well as your wealth?

2865 So, I am for this Ordinance here, to make you safe, as well as we as individuals
2866 that come and participate in our government meeting. If you did not find that you needed
2867 to have some safety network, you wouldn't be behind all them, them enclosures there.
2868 You wouldn't be roped off. So we, as individuals feel the same way.

2869 I so often think about all of the people and children, and I'm a stickler for children,
2870 Timothy McVeigh that.., what he did to that governmental building there. And it is other
2871 government entities that these things have happened. So, we have to look at the fact
2872 here, we are living in this area where we can expect the unexpected. So we, as a
2873 governing board, let's do that.

2874 Thank you.

2875 **Chairperson Lanier:** Thank you, Ms. Brabham.

2876 **City Clerk Anthony:** Madam...

2877 **Chairperson Lanier:** Are there...

2878 **City Clerk Anthony:** ...Chair, Members of the Board, that concludes public
2879 comments.

2880 **Chairperson Lanier:** Thank you.

2881 Are there any questions from the Board in regards to this issue?

2882 **Councilperson McCoy:** Madam Chair?

2883 **Chairperson Lanier:** Go ahead, sir.

2884 **Councilperson McCoy:** Thank you.

2885 A few questions for chief Osgood. First off, you said that there was no policy in...

2886 **Police Chief Osgood:** That's correct.

2887 **Councilperson McCoy:** ...place. Is that correct?

2888 **Police Chief Osgood:** Yes, sir.

2889 **Councilperson McCoy:** So what exactly have the City been paying the security
2890 persons outside, and I even heard Ms. Brabham say they're doing a good job. What
2891 possibly could they have been doing if there's not been a policy?

2892 [Inaudible audience comment]

2893 **Police Chief Osgood:** Well, well, it doesn't preclude the City from hiring a
2894 security firm to screen the outside from coming in.

2895 **Councilperson McCoy:** Oh, so, so they were doing screenings without it even having
2896 been any kinda policy or specific procedures as to what's supposed to happen? Is that
2897 what you're saying?

2898 **Police Chief Osgood:** I'm saying that's..., they were acting on directions and
 2899 directives from their policies. And also, what they were given from the City.

2900 **Councilperson McCoy:** So they do have policies. And this is gonna be my formal
 2901 request, since you said that they were acting on policies...

2902 **Police Chief Osgood:** Mm.

2903 **Councilperson McCoy:** ...from their organization. I wanna see 'em, because, quite
 2904 frankly, it's been alleged that we've had folks to breach security when there's not been
 2905 any policy.

2906 So, if you're saying to me today, Chief, that they've been [stammer] operating on
 2907 some direction, surely it must be written somewhere. Surely it must be a policy
 2908 somewhere. Maybe it's held at Giddens. Could you please look into that for me, Chief?

2909 **Police Chief Osgood:** Yes. I will.

2910 **Councilperson McCoy:** Okay. I got another question. You said that this policy affects
 2911 certain City facilities. Is it 2501 Martin Luther King and also the P.D. at 600 West Blue
 2912 Heron Boulevard?

2913 **Police Chief Osgood:** Okay. So let's start with the Police Department. You
 2914 will not be able to walk into a police department with any firearms or weapons.

2915 And, what was the address? The other address?

2916 **Councilperson McCoy:** 2501, the Port Center.

2917 **Police Chief Osgood:** You will not be able to go into there with a weapon
 2918 either.

2919 **Councilperson McCoy:** Okay. Alright

2920 **Police Chief Osgood:** Yeah.

2921 **Councilperson McCoy:** So, I guess my question is..., I guess we can take it back up a
 2922 level. Are you asking City Council to approve Staff going forward with the policy? Or, are
 2923 we authorizing the policy, at this point?

2924 **Police Chief Osgood:** Well, I'm asking for the Council to adopt this policy.

2925 **Councilperson McCoy:** Follow up.

2926 **Chairperson Lanier:** Go ahead.

2927 **Councilperson McCoy:** So, at this point, any modifications to this policy has to come
 2928 back before this body?

2929 **Police Chief Osgood:** I would presume so. That's correct, sir.

2930 **Councilperson McCoy:** Okay. Well, so, that seems not to make a whole lotta sense
 2931 to me because we had a pandemic pay policy that wasn't even authorized by City Council.
 2932 And this is a question for Ms. Wynn. We had a pandemic pay policy that wasn't even
 2933 authorized by City Council and that actually had a budgetary and a monetary impact on
 2934 the City. Now we have a policy that addresses something that, I guess is gonna impact
 2935 all City facilities, according to Chief Osgood, but now this is being asked of us to take
 2936 action on it?

2937 **City Attorney Wynn:** Yes, sir.

2938 **Councilperson McCoy:** It seems like, you know, we, we kinda have selective...

2939 **Chairperson Lanier:** You asked her...

2940 **Councilperson McCoy:** ...processes.

2941 **Chairperson Lanier:** You asked her a question. Let her answer it. Go ahead.
 2942 Ma'..., Madam Attorney.

2943 **City Attorney Wynn:** Yes, Mr. McCoy. That's correct.

2944 **Councilperson McCoy:** Well, can you...

2945 **City Attorney Wynn:** This policy applies to everyone entering City facilities,
 2946 including City Council Members.

2947 **Councilperson McCoy:** Okay. So, my question is, how..., can you explain why we
 2948 have a disparity on how we do certain policies? Because, quite frankly, we as a governing
 2949 body, usually provide direction and the policy is done at the administrative level, not at
 2950 the City Council level.

2951 **City Attorney Wynn:** I don't believe that there was disparity. The pandemic pay
 2952 policy did not apply to City Council. However, if you choose not to adopt it as a Resolution,
 2953 you can direct the [stammer], the Manager to adopt the policy. Or, you can take it off the
 2954 Agenda and the Manager can still adopt the policy.

2955 **Councilperson McCoy:** Okay. So, I guess, I'm..., I, I already see some inconsistencies
 2956 in, in the policy already. So I'm saying, so once this is authorized, the only modifications
 2957 will then be to come back to the body?

2958 **City Attorney Wynn:** Correct. So, for instance, if we added, for instance, a police
 2959 substation, we would bring it back to add that to the policy.

2960 **Councilperson McCoy:** And see, that's what really is difficult. It would be so easy just
 2961 to describe it as a., any police substation in the policy as opposed to bringing it back
 2962 every single time. You know, you guys decide to open up a police substation.

2963 **City Attorney Wynn:** Well, I think that placing the address in the policy, puts the
 2964 public on notice as well because they may not know where all the substations are.

2965 **Councilperson McCoy:** Well, you know, I, I beg to differ because the policy does
2966 speak that there has to be, I guess, some sort of warning displayed publicly. So, I mean,
2967 if you walk into the building, you disregard it or don't see it for whatever reason, I mean, I
2968 don't think it's excusable neglect whether or not it was on the door, or whether it was in
2969 some policy that was passed two years ago. So, that, that's really impertinent as far as
2970 I'm concerned.

2971 I, I think I've asked all my questions, but, you know, it was mor important to say
2972 that there was never a policy that was in place, and we're now being asked to authorize
2973 it. Which I think should be done at the Staff level, as opposed to City Council.

2974 Thank you.

2975 **Chairperson Lanier:** Thank you, sir.

2976 Any...

2977 **Councilperson Lawson:** Madam Chair?

2978 **Chairperson Lanier:** Yes. Go ahead.

2979 **Councilperson Lawson:** Thank you.

2980 Chief, or Madam Attorney, I think the Exhibit A., Attachment A, Page 7 of the
2981 policy, the address needs to be updated. It's 2051 Martin Luther King, not 2501. And
2982 [pause], that's the first address policy, and that was my only concern, Madam Chair.

2983 Thank you.

2984 **Chairperson Lanier:** Thank you, sir.

2985 Mr. Evans.

2986 **City Manager Evans:** Madam Chair, the, the question in regards to why this policy
2987 is coming back before the Board. As you recall, the Board did ask for this policy to come
2988 back. And for us to draft something for consideration when we did have a question with
2989 respect to the security of the facilities. So, we're acting upon a directive that was provided
2990 to us, to bring a policy back.

2991 The other side of it is, this is going to impact how we interact with your constituents,
2992 as well as the community and setting the expectations as to how you enter a City facility
2993 and what the expectations are. These..., this document will be provided to Giddens, and
2994 this is the policy that they are to follow. And then, all the appropriate Staff would get the
2995 training that is necessary.

2996 As it stands right now, I believe that Giddens is operating off of their agency
2997 practices, or policies, or what have you, but I can't speak on a hundred percent specificity
2998 that they have something that I have seen. They work off of some of the direction that's
2999 provided them..., to them by Staff.

3000 And also, some of the historical experiences they've had in this agency, since the
3001 inception of the contract. So, what we're trying to do is to address this concern that was
3002 raised, and then how do we come..., become uniform and consistent with every other
3003 municipality in Palm Beach County that has some type of guidance and direction to the
3004 security contractors that they do have related to security?

3005 But this, this actually was something that was discussed at the dais level, and then
3006 Staff has done some research and has brought a policy forward, consistent with what we
3007 believe that the discussion that the Board had with Staff when we originally started talking
3008 about this item.

3009 **Chairperson Lanier:** Thank you, Mr. Evans.

3010 Are there any other questions for Chief Osgood or Mr. Evans in regards to this
3011 issue?

3012 **Police Chief Osgood:** Madam Chair? Point of...

3013 **Chairperson Lanier:** Yes. Go ahead, sir.

3014 **Police Chief Osgood:** Point of clarification.

3015 For Councilman McCoy, just to be clear, if the Police Department, within a week,
3016 we decided that we needed to move into an offsite location as a makeshift substation for
3017 any type of emergency, and it may happen before we get to a next Council meeting, that
3018 will still hold, and that's under state law. You cannot bring a firearm to that facility. And
3019 that would be the same thing if it was a command post, or any other governing body of
3020 the Council, that you just cannot bring that firearm into... That's state law. And that's
3021 something we would not necessarily need the policy for. But we will amend the policy
3022 when needed, when it's time.

3023 **Chairperson Lanier:** Thank you, sir.

3024 **Police Chief Osgood:** Thank you.

3025 **Chairperson Lanier:** Madam Clerk.

3026 **City Clerk Anthony:** Councilperson Botel?

3027 **Councilperson Botel:** Yes.

3028 **City Clerk Anthony:** Councilperson Lawson?

3029 **Councilperson Lawson:** Yes.

3030 **City Clerk Anthony:** Councilperson McCoy?

3031 **Councilperson McCoy:** Yes.

3032 **City Clerk Anthony:** Pro Tem Miller-Anderson?

3033 **Chair Pro Tem Miller-Anderson:** Yes.

3034 **City Clerk Anthony:** Chair Lanier?

3035 **Chairperson Lanier:** Yes. Thank you. That motion is approved unanimously, 5-0
 3036 for.., in favor of Resolution 89-21.

3037 Next Item, Madam Clerk.

3038 **DISCUSSION AND DELIBERATION**

3039 **11. City Clerk Anthony:** Item No. 11.

3040 **City Clerk Anthony:** **DISCUSSION REGARDING THE MEMORANDUM OF**
 3041 **UNDERSTANDING WITH THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY,**
 3042 **INC. APPROVED JULY 7, 2021.**

3043 **RICHARD BLANKENSHIP, PARKS & RECREATION DIRECTOR, 561-845-4070**

3044 **City Clerk Anthony:** Madam Chair, Members of the Board, we do have public
 3045 comment on this Item. The acceptance of public comment on this Item is now closed.

3046 **Chairperson Lanier:** Mr. Evans.

3047 **City Manager Evans:** Madam Chair and Members of the Board, if I can have
 3048 Director of Parks & Recreation, Mr. Richard Blankenship, make this presentation.

3049 **Councilperson McCoy:** So, can I make a motion that we terminate the MOU ahead of
 3050 us even having a presentation?

3051 **Chairperson Lanier:** You can make whatever motion you like, sir.

3052 **Councilperson McCoy:** Motion to terminate the MOU.

3053 **Chairperson Lanier:** Second.

3054 Any questions or any concerns in regards to this motion that's on the floor, Board?

3055 **Councilperson Lawson:** Discussion, Madam Chair.

3056 **Chairperson Lanier:** Yes. Go ahead.

3057 **Councilperson Lawson:** I see that we're making a motion to terminate. Are we going
 3058 to have discussion of revisiting the, the Boys & Girls Club Memorandum with Staff? Are
 3059 we looking for something else? What direction are we looking for? 'Cause I know we
 3060 passed this. I was not at the meeting but I know that it was passed 4-0 previously. So,
 3061 what is the approach of Council that we're looking for?

3062 **Chairperson Lanier:** Yes. Go ahead.

3063 **Councilperson McCoy:** Thank you, madam Chair.

3064 Thank you, Members, who supported the Motion to Reconsider. So, we had this
3065 Item on Consent, Councilman Lawson, and this Item came before us. And, unknowing
3066 to me, and I make, you know, the admission that I did not review the MOU. I looked at
3067 the Memo, but I never looked at the actual agreement.

3068 And, quite frankly, I think it was, on its face, on the coversheet, as well as the
3069 Memo, that it was, at a minimum, I, I would say inaccurate. Because, it was placed on
3070 Consent and there was the suggestion that it didn't have any fiscal impact but, if you even
3071 get into the MOU, it specifically speaks of allowing services to be overseen by the Boys
3072 & Girls Club, and that it didn't have a fiscal effect.

3073 And, one of the very baseline reasons I have is..., I would say the first one that I
3074 seen that was factually incorrect, is relative to the correlation vouchers, which by all
3075 accounts, I believe is revenue for the organization and that would have a fiscal impact.
3076 And I think that that was not, in my opinion, clearly stated. And, it was on Consent so we
3077 didn't have an opportunity to have a presentation and that was not brought up.

3078 But, certainly, there is a, what I believe, a significant impact and I certainly didn't
3079 understand this and that's why I brought it back to reconsider it.

3080 **Councilperson Lawson:** Thank you. Madam Chair, follow up?

3081 **Chairperson Lanier:** Yes. Go ahead, sir.

3082 **Councilperson Lawson:** And then, I guess, Mr. Evans, Councilman McCoy did make a
3083 statement that there was no financial impact. I know we're not looking..., I know there was
3084 motion made prior to having discussion, but are my colleagues interested in actually
3085 hearing a discussion or do we wanna move forward with a, a vote?

3086 **Chairperson Lanier:** I, I, I think that we can, you know, look at this, but I, I think that
3087 there's a motion on the floor and we need to act on that motion before we move forward.

3088 Go ahead, sir

3089 **Councilperson McCoy:** Thank you, Madam Chair.

3090 So, I guess in any situation, if we were to approve a Resolution, I think in the same
3091 fashion, I would wanna hear a presentation to allow for some understanding because,
3092 specifically, as fiduciary agents, I, I made the mistake and I admit that I did not understand
3093 the, I guess, I, I don't wanna use the word but, the elimination of the need for summer
3094 camp staff and what that does to the existing programs that we have.

3095 **Chairperson Lanier:** Very good.

3096 But before we..., well, we can go ahead and dispose of his motion first.

3097 Madam Clerk.

3098 **Councilperson McCoy:** But, but, Madam Chair, I guess it's based on that.

3099 **Chairperson Lanier:** Well, you have a motion on the floor. We have a discussion,
3100 we have to dispose of the motion first.

3101 **Chair Pro Tem Miller-Anderson:** Didn't we public comment?

3102 **Councilperson McCoy:** But, any other time we literally put a motion on the floor just to
3103 hear an Item. And, I guess, I, I wanna be fair in, in...

3104 **Chairperson Lanier:** Okay.

3105 **Councilperson McCoy:** ...doing this but...

3106 **Chairperson Lanier:** Well, what... How do you wanna proceed?

3107 **Councilperson McCoy:** I...

3108 **Councilperson Botel:** Madam Chair?

3109 **Chairperson Lanier:** Yes. Go ahead.

3110 **Councilperson Botel:** I think we should have our discussion. I am personally in favor
3111 of the MOU. My intention was to vote on Mr. McCoy's motion. And so I see why you're
3112 thinking that it might be good to dispose of this motion, but either way, I'd like to hear the
3113 presentation.

3114 So, why don't we hear the presentation, then we can dispose of Mr. McCoy's
3115 motion. If it fails, then we can vote to approve the MOU.

3116 **Chairperson Lanier:** Madam Clerk, is that how we need to proceed with this?

3117 **Councilperson Botel:** We can have the discussion, is my suggestion.

3118 **Chairperson Lanier:** [Chuckle]. We'll have a discussion. We..., I mean, this is not
3119 a, a..., an Item that, that was a part of our original Agenda..., a part of our Regular Agenda.
3120 Which means that it's a discussion Item. There's a motion that was made, there was a
3121 second.

3122 **Councilperson McCoy:** So, Madam Chair? Question. So, is it...

3123 **Chairperson Lanier:** Yes. Go ahead.

3124 **Councilperson McCoy:** ...is it your desire to... I guess, I don't want to..., I mean, if it's
3125 your desire to take a vote, you know, either way, but I certainly wanna hear what we
3126 should've heard the first time. That's my point. So, does that come after we terminate
3127 the MOU?

3128 **City Manager Evans:** Madam Chair?

3129 **Chairperson Lanier:** Yes. Go ahead, sir.

3130 **City Manager Evans:** If the Board looks to act on the termination of the MOU, you
3131 have to allow for citizen comments. If you, then, if you look to approve the MOU, then
3132 you have to have citizen comments again because you're taking another action.

3133 So, most likely, what the, the Board should probably consider is hearing the
3134 presentation and then if the motion on the table is amended or the Board takes action on
3135 that, then there's a subsequent motion that can be proffered.

3136 **Councilperson Botel:** [Chuckles].

3137 **Chairperson Lanier:** Alright. Very good.

3138 **Councilperson Botel:** Isn't that what...

3139 **Chairperson Lanier:** ...We'll have....

3140 **Councilperson Botel:** Isn't that what I said?

3141 [Chuckles]

3142 **Chairperson Lanier:** Yes.

3143 **Councilperson Botel:** I'm sorry.

3144 **Chairperson Lanier:** We'll have the presentation by Mr. Blankenship and then we'll
3145 have public comment.

3146 Alright. Very good. Go ahead, sir.

3147 **Parks & Recreation Director Blankenship:** Good evening, Council. Richard
3148 Blankenship, Parks & Recreation Director.

3149 I come before you tonight with a brief presentation about the collaboration between
3150 the City of Riviera Beach and the Boys & Girls Club of Palm Beach County. I'm calling
3151 this a collaboration for the betterment of the community.

3152 The first slide deals with some false narrative or, or inaccurate statements that I've
3153 heard throughout the community. Number one, the MOU gives away revenue. Revenue
3154 generated by the Recreation program, any recreation program, goes to the general fund.
3155 If I were proposing this MOU without a subsequent reduction in, in expense, you would
3156 have a point. But, because we're not gonna be collecting that revenue, we are able to
3157 reduce expenses, it's a, a net gain for the City.

3158 The second is, the MOU privatizes the aftercare and summer camp programs. The
3159 Boys & Girls Club is a nonprofit organization. It's been serving this community since
3160 1991.

3161 And then, the MOU eliminates aftercare and camp for residents. If anything, the
3162 MOU sustains aftercare and summer camp for residents and enhances it with the services
3163 and the expertise provided by the Boys & Girls Club for Palm Beach County.

3164 I'll briefly go over some expenses and, and give you an idea of where we are.
3165 Aftercare program, Staff was able to get the, the program licensed and [stammer] Council
3166 funded the program in 2016 with seven full time employees. The program opened in
3167 August of 2017. We had a soft opening in May of '17, but opened up fully in 2017. We
3168 closed and partially reopened in, in 2020 as a hybrid classroom location. And then
3169 reopened the aftercare, as aftercare in February of '21.

3170 If you go back to 2019, which is a, a normal year, our average daily attendance
3171 was forty-one kids. Participants were picked up from seven different schools to, to make
3172 up that number. The revenues from '17, again, that was..., we were only open two months.
3173 And then, '18, '19, and '20, we had to close, so it was only a partial year.

3174 Expenses. Alright. Council funded seven positions. Basically, what those seven
3175 positions do is, half a day, they do aftercare, and the other half of the day they do
3176 recreation. So, you know, an estimate of how much that costs per year is about \$111,000.
3177 For the s'..., for nine months.

3178 Operations cost. These are materials, supplies, field trips. This does not include
3179 the cost for us to provide transportation. It's, as you see there, [stammer], below \$10,000.
3180 So, the conservative cost of the aftercare program annually is \$116,000, with about a
3181 \$34,000 deficit per year. If you wanted to break even in this program, we would need to
3182 charge around \$68 per week. Now, that, you know, is all relevant on an average daily
3183 attendance.

3184 Summer camp. Our non-voucher participants pay \$50 per week plus field trips.
3185 Voucher participants are on a sliding scale. It totals up to [stammer] \$9.30 roughly. That
3186 sliding scale is based on the Early Learning Coalition vouchers and any other voucher
3187 system that we have..

3188 Revenues for summer camp. As you see there, for '17 and..., through '19. '19 was
3189 a very busy year. We, we had no camp in '20.

3190 Our expenses. We have budgeted eighteen seasonal staffers, plus supervision by
3191 full time Staff. And I'm using our minimum wage amounts for this year. We have a \$15
3192 minimum wage. We budget them at about thirty-seven hours per week. Typically, we
3193 have a ten week summer. This year we had a seven week. But typically, we have a ten
3194 week summer. So, labor cost is roughly \$105,000 per summer.

3195 Operations costs. This includes field trips, entry fees, transportation, materials,
3196 food. As you see, the operations costs there. So, conservative cost for summer camp
3197 per year is about \$183,000, which nets out to about a \$55,000 deficit per year. If you
3198 wanted to break even, we would have to charge about \$125, across the board, all
3199 participants, to make that program flush.

3200 You know, and I'm not gonna spend a lotta time on the Boys & Girls Club services.
3201 I know you guys know, know it well. I do wanna point out the last bullet is the..., they also
3202 have the [stammer] Early Learning Coalition, and they have 21st Century vouchers, which
3203 we don't have, which would provide..., could provide our, our residents some more
3204 opportunity for scholarships than, than what we presently have.

3205 **Councilperson McCoy:** Ques'..., Question.

3206 **Parks & Recreation Director Blankenship:** Yes, sir.

3207 **Councilperson McCoy:** So, can you go back one slide, please?

3208 **Parks & Recreation Director Blankenship:** [Inaudible].

3209 **Councilperson McCoy:** Madam Chair?

3210 **Chairperson Lanier:** Yes. Go ahead.

3211 **Councilperson McCoy:** So, I, I wanted to go back to...

3212 **Parks & Recreation Director Blankenship:** I don't, I don't think I can go back.

3213 [Chuckles]

3214 **Councilperson McCoy:** Well...

3215 **City Manager Evans:** It's the red...

3216 **Councilperson McCoy:** You better figure it out.

3217 **City Manager Evans:** ...red arrow.

3218 [Chuckles]

3219 **Parks & Recreation Director Blankenship:** Red arrow. There we go.

3220 **Chairperson Lanier:** There we go.

3221 **Parks & Recreation Director Blankenship:** Okay.

3222 **Chair Pro Tem Miller-Anderson:** [Inaudible].

3223 **Councilperson McCoy:** Okay. So, at...

3224 **Parks & Recreation Director Blankenship:** [Inaudible]...

3225 **Councilperson McCoy:** ...forty-one...

3226 [Chuckles]

3227 **Chairperson Lanier:** You want... [Stammer]. Which, which slide is it, Mr. McCoy?

3228 **Councilperson McCoy:** I, I wanna see the, I guess, the year...

3229 **Chairperson Lanier:** The aftercare?

3230 **Councilperson McCoy:** ...the revenue break down for the year because the math

3231 doesn't even add up.

3232 **Chairperson Lanier:** Okay. The, the...

3233 **Councilperson McCoy:** So...

3234 **Chairperson Lanier:** ...summer camp?

3235 **Councilperson McCoy:** Okay. So, if you said, on average, per day, is forty-one...

3236 **Parks & Recreation Director Blankenship:** Oh, you're talking about aftercare.

3237 Right? You're talking about the forty-one number?

3238 **Councilperson McCoy:** Is that what that was for? You know what? I, I can't take..., I

3239 can't even take this serious. You know, it's been a month when we asked for this, and

3240 you're trying to give it to me in a, in a fast moving slide. What..., this doesn't even make

3241 sense. We asked for it a month ago, and I, I specifically sent the email, I think, a day or

3242 two after the meeting and that was on the 7th of July. And, I mean, you really expect us

3243 to make sense of this as to why you're saying that it's not financial feasible to continue to

3244 operate in the same fashion? I, I can't agree with that.

3245 Because, I mean, even if I just take the \$41.00..., I mean, forty-one students and I

3246 guess at a hundred dollars a student, that's \$4,100 a week. I'm guessing forty'...

3247 **Parks & Recreation Director Blankenship:** You're, you're con'... They're two

3248 different programs.

3249 **Councilperson McCoy:** See, that's why you should've sent me the information ahead

3250 of time. And, to [stammer] ask us to sit up here and make a decision on the fly, it's just...,

3251 it's ludicrous. I mean, you can't even stay on one slide.

3252 **City Manager Evans:** Madam Chair?

3253 **Chairperson Lanier:** Yeah. And I, and I [inaudible]...

3254 **Councilperson McCoy:** I don't wanna hear no excuses, because this is crazy that I get

3255 beat up in the community about budgetary stuff, and then you ask for information on July

3256 7th, and thirty days later, you know, we're getting sped, sped through PowerPoint slide.

3257 Mr. Evans, we gotta do better.

3258 **City Manager Evans:** Madam Chair?

3259 **Chairperson Lanier:** Yes. Mr. Evans, go ahead.

3260 **City Manager Evans:** The, the Item before you this evening is the MOU. This is a

3261 service level provision. The reason that it was never contemplated and there was no

3262 fiscal impact, is because in the event we wanted to transfer any programs, that was a

3263 policy decision that will come back to the Board. In your 2021 budget, and it has always

3264 been in your 2021, and your 2022 budget, is full funding for both programs. Full funding

3265 for both programs.

3266 So, in order to do the research and to be able to find the actual cost associated

3267 with it, it ha'..., it takes time to go back in the system to do the research to effectively do

3268 that. And so, that..., the MOU is the first step in the relationship. In the event that the

3269 Board wanted to say, 'You know what? We want to continue to do the programs that we
3270 have,' the funding in the budget is there.

3271 But, we're just telling you that there is a deficit associated. Now, if the [stammer]
3272 the Board wants to say, 'Go to full cost recovery,' then that's something that we can
3273 conceivably do. But, the, the Item that is.., the Board is talking about the MOU. Nobody...
3274 The narrative was never put out there from Staff that we're going to immediately transfer
3275 over the programs or what have you. That is another Item that would come back to you.
3276 That's why the Item was placed on Consent, 'cause it's just the MOU.

3277 Any other service level provision would come back to you for a discussion and
3278 ultimately requesting approval or denial, depending on the Item.

3279 **Councilperson McCoy:** Follow up.

3280 **Chairperson Lanier:** Yes. Go ahead, sir.

3281 **Councilperson McCoy:** And that goes back to the point. We really don't have enough
3282 information to make a decision. So, either way, and since we haven't obligated any
3283 services, I mean, I guess we, at the optimal time to be able to terminate this and get back
3284 to the drawing board.

3285 But, to ask us to make a decision without knowing the information is not fair to us.
3286 And we can't even really legislate in that fashion. I mean, I, I can't, as much as I would
3287 wanna go over to Parks & Rec and run the Department, that's not my role. But, what we
3288 are charged with is trying to understand what this calls for.

3289 And then, the other thing that I noticed in here, spoke specifically to that we would...
3290 this MOU is subject to budgetary review. Well, I think we're at that ideal time. And I
3291 appreciate you bringing that up, Mr. Evans, but, you know, right now, we can't even
3292 determine what the fiscal impact, or what budgetary review has to be addressed because,
3293 you know, you know, it's... How, how much time do we need to get the information?

3294 And it's just not fair that I get to, you know, I'm.., we're charged with reviewing, and
3295 we're charged with oversight but we don't get the support and, obviously the resources
3296 that we need to even be able to make a decision.

3297 And, you know, if there's nothing else, we can continue on to public comments.

3298 **Chairperson Lanier:** I just...

3299 **Chair Pro Tem Miller-Anderson:** [Inaudible] finish...

3300 **Chairperson Lanier:** Are you through with your presentation?

3301 **Parks & Recreation Director Blankenship:** No.

3302 **Chairperson Lanier:** No? Go ahead.

3303 **Parks & Recreation Director Blankenship:** What does the collaboration provide
3304 Riviera Beach Parks & Recreation?

3305 It provides us an opportunity to be able to expand services into neighborhoods,
3306 programs for kids and neighborhoods. We already do some of that, but it'll allow us to do
3307 more, because our Staff will not be tied to an aftercare program or to a summer camp.

3308 It'll allow us to health and wellness programs [inaudible]. It'll allow us to cultural
3309 programs, limited supervision in neighborhood parks. And, the biggest thing, it'll allow us
3310 to bring the Boys & Girls Club into our neighborhoods to provide services.

3311 It'll provide us the opportunity to diversity youth programs. One of the major things
3312 that the, the Parks & Recreation Master Plan public outreach pointed to, was that
3313 residents want more diversified programming. It'll give us the opportunity to expand
3314 baseball. Mr. Payne ran a very nice t-ball and coach-pitch league this year. We can...,
3315 now we would ha'..., with the MOU, we would have time to expand that.

3316 It would give us time to introduce girls softball. It would be able to provide us time
3317 to expand on the dance program that Ms., Ms. Bell already has going on. It was int'...,
3318 intro"... we could introduce martial arts. We could introduce visual arts, music, theater.
3319 It would give us the opportunity to get better at what we do.

3320 Other elements of collaboration. It gives the option for the Boys & Girls Club to
3321 take ownership of three City buses that we have, forty passengers, to provide overall
3322 transportation to, to City residents..., to City youth. That's upon their inspection [inaudible]
3323 they, they won't accept the buses, they won't accept them. City Staff to assist in
3324 maintenance of Boys & Girls Club grounds, via mowing and trimming on an agreed
3325 schedule. That's to help the Boys & Girls Club with their facility, which is part of what
3326 we'd like to do.

3327 Use of Barracuda Bay and other park facilities for fundraisers and Club events at
3328 no cost to the Club, to benefit the Riviera Beach Club. Not to benefit [stammer] the Boys
3329 & Girls Club of Palm Beach County, but to benefit the Riviera Beach Club.

3330 City to provide swim lessons to Club members, under the Drowning Prevention
3331 Coalition agreement. That is not for free, we get paid for that. But we work with the Club
3332 to do the proper paperwork and get the kids registered properly and, and provide the, the
3333 instruction.

3334 They would..., in this MOU, there's increased interaction with the Riviera Beach
3335 Fire Rescue for education, training and mentoring, increased interaction with Riviera
3336 Beach P.D. for, same thing, education, training, and mentoring.

3337 There are funds set aside for summer camp for those families that may be falling
3338 between the cracks, between ELC, 21st Century, what other..., any other voucher
3339 programs we have they, they're right there at cusp of meeting that, that threshold but they
3340 don't. We have some money set aside to scholarship those kids.

3341 The Boys & Girls Club will provide us access to their gym, on a scheduled basis.
3342 The Boys & Girls Club to provide youth and family services within the City, where we
3343 identify there's a need.

3344 And then joint marketing on the collaboration to increase knowledge of the
3345 expanded opportunities for youth, teens... Teens is, is a big one with the, with the Boys
3346 & Girls Club and families.

3347 And I'll summarize, and then [stammer] Steve from the Boys & Girls Club may have
3348 some comments.

3349 The Parks & Recreation Department cannot..., we can't continue to operate like we
3350 do and make an impact. We've gotta think outside the box. We gotta do something
3351 differently. You know, a cliché could be, you know, Reimagine Riviera Beach doesn't just
3352 apply to bricks and mortar. It could apply to, to how we operate and how we function.

3353 Both the aftercare and summer camp presently operate at a deficit. By working
3354 with the Boys & Girls Club, the City would be able to continue to provide similar services
3355 to residents and reduce operating costs. The level of service opportunity within this MOU
3356 only benefits the residents of Riviera Beach. Only benefits the residents of Riviera Beach.

3357 There's no downside to this..., continuing this MOU. The residents are still being
3358 served, their service..., level of service is increase. The Boys & Girls Club is, is confined
3359 by the walls that they are in. By being able to come to Wells, Tate..., Wells or Tate or
3360 both, then other residents get access to their services that they presently don't have, just
3361 because they don't have room for them.

3362 And finally, Council, like you know, I've, I've been in this business for thirty years.
3363 I've been in many different communities. In Martin County, we had five of these type of
3364 agreements, throughout the County, where we shared facilities. They did their thing,
3365 Recreation did our thing.

3366 And then, when I went to the Seminole Tribe of Florida, I had the unique
3367 opportunity to be the Director statewide for the Seminole. And when I got there, we...,
3368 everywhere that we had a physical location, I think I told the Boys & Girls Club, we had a
3369 club. And then, while I was there, we built a \$15MM facility in Hollywood. We...,
3370 Recreation was on one side of the building, Boy & Girls Club was on the other.

3371 So, in today's Parks & Recreation, we should really be walking, you know, in, in
3372 step with the Boys & Girls Club and not, not look at them in competition, or not look at
3373 them as, as something else. We need..., they have something to provide, we have
3374 something to provide. And I'm confident that collectively, we can make it better in Riviera
3375 Beach.

3376 I'll turn it over to Steve, if he has any comments from the Boys & Girls Club.

3377 **City Clerk Anthony:** Madam Chair, Members of the Board, before proceeding, let
3378 it be known that the time is now 9:54.

3379 **Chair Pro Tem Miller-Anderson:** I make a motion to extend to complete the
3380 Agenda.

3381 **Councilperson Botel:** Second.

3382 **Chairperson Lanier:** Madam Clerk.
3383 **City Clerk Anthony:** Councilperson McCoy?
3384 **Councilperson McCoy:** Yes.
3385 **City Clerk Anthony:** Councilperson Botel?
3386 **Councilperson Botel:** Yes.
3387 **City Clerk Anthony:** Councilperson Lawson?
3388 **Councilperson Lawson:** Yes.
3389 **City Clerk Anthony:** Pro Tem Miller-Anderson?
3390 **Chair Pro Tem Miller-Anderson:** Yes.
3391 **City Clerk Anthony:** Chair Lanier?
3392 **Chairperson Lanier:** Yes.

3393 Before you get started, sir, let me, let me say something. This is in no ill will or not
3394 knowing that the Boys & Girls Club plays a significant part in the education and building
3395 of the children in Riviera Beach. By no means. I think that my position with this, is that,
3396 number one, it was on the Consent Agenda.

3397 Number two, when it became a controversial issue, because I got a lot of calls from
3398 the community in regards to this MOU, which means that now it becomes a controversial
3399 issue.

3400 This..., that presentation tonight should've been given to us way before tonight, to
3401 be able to digest this information. And no disrespect to you, sir, because I really love the
3402 work that that Boys & Girls Club do. I really do. It's the fact that the presentation of this
3403 to us, when it became such a hot button issue

3404 [Inaudible dais comment]

3405 **Chairperson Lanier:** ...we had to be able to..., we have to be able to make sure that
3406 we have the right information to make these decisions.

3407 And, to have this information to come to us, you know, and [stammer], it's no, you
3408 know, fault of your own that it's 10:00 o'clock at night, but to have this much information,
3409 especially given the number... And I'm sure that is why Mr. McCoy is having some
3410 heartburn with this, is because we all have gotten so many calls about this MOU, and we
3411 just wanna make sure that we are doing the right thing here, and it's for the best interest
3412 of the City of Riviera Beach and its residents.

3413 So, by no means is this any disparaging to the Boy & [stammer], the Boys & Girls
3414 Club.

3415 But go ahead, sir.

3416 **Mr. S. Cornette:** Is it on? Good evening. Phenomenal evening, Madam Chair, Mr.
3417 Mayor, and Council Members.

3418 I got a question because I'm almost in tears up here. [Stammer] we're having a
3419 discussion about our kids. And, no disrespect to any City employees, workers, all the
3420 same, everybody does the, the best job that they can.

3421 I grew up in the Boys & Girls Club. Dedicated my entire career, and to be able to
3422 have relationships throughout the municipalities, school district, that welcome Boys &
3423 Girls Club in, with open arms. And to be at a Council meeting here today, arguing about
3424 kids in Riviera Beach that need support, and that can come to a Boys & Girls Club or, for
3425 that matter, I don't care where they go, just giving these kids a safe place to go. Period.

3426 We can talk about Boys & Girls Club. We can talk about the work that we do. Boys
3427 & Girls Club doesn't take a single approach to help our kids succeed, it takes the caring
3428 mentors, such as trained, caring staff and professionals. It takes a safe place, it takes
3429 caring individuals that are consistently there for our kids, no matter their color or race. It
3430 takes innovative quality programs designed to empower youth to excel in schools, and
3431 lead healthy productive lives.

3432 Is that not what we want? Is that not what we're here for? Raise your hand if you
3433 can tell me you want these kids in Riviera Beach to fail. Please, somebody...

3434 **Chairperson Lanier:** [Inaudible].

3435 **Mr. S. Cornette:**tell me.

3436 I, I'm sorry, Madam...

3437 **Chairperson Lanier:** Okay. [Chuckle].

3438 **Mr. S. Cornette:** I'm gonna calm down.

3439 **Chairperson Lanier:** Yeah.

3440 **Mr. S. Cornette:** I'm excited.

3441 **Chairperson Lanier:** No, no. I know. And I, and I...

3442 **Mr. S. Cornette:** But...

3443 **Chairperson Lanier:** I feel your passion, sir, but...

3444 **Mr. S. Cornette:** You know [sigh]. Dr. Botel came out, and she saw the work that we
3445 did. You know, Law'.., Lawson came out and saw the.., see the work that we were able
3446 to do.

3447 How did we get there? It's partnerships, guys. It's strong partnerships. I'm not
3448 saying you guys gotta make a decision right, wrong or indifferent. Make.., err on the side

3449 of caution and say, 'You know what? This is for our kids. It's not about Boys & Girls Club.
3450 It's not about parks & Recs, its' about us working together.'

3451 I'm not, we're not trying to take jobs away, we're not trying to take bread or food
3452 out of anybody's mouth, we are trying to work together. That's why I schedule meetings.
3453 Not to say we wanna do a takeover, not to say we wanna do this. I wanted to make sure
3454 that we level the playing field for our kids. The same kids that are in Wellington, the same
3455 things are in Boca and Delray. The partnerships that we have worked out with other
3456 municipalities. Why is Riviera Beach any different?

3457 When I sat and talked to Mr. Jonathan, and I said, 'Why does Riviera Beach have
3458 to be different? I wanna bring change.' But I can only bring change by everybody coming
3459 together. Not because it's Boys & Girls Club or Parks & Recreation, I want it to work with
3460 Parks Rec'.., Recreation. I met with the Assistant Director. She knows me from fifteen,
3461 twenty years ago and my passion for the Boys & Girls Club has not changed.

3462 But my, my intent is to make sure that we're all working together. And, McCoy, I
3463 hear it. I, I, I really do. But I challenge each one of you guys, let's make sure that we're
3464 coming to the table with a honest heart, not a heart to say, 'Well, we don't want Boys &
3465 Girls Club 'cause they're gonna do this.' Let's make sure what is in our heart.

3466 Are we doing...

3467 **Chairperson Lanier:** Thank you..

3468 **Mr. S. Cornette:** ...it specifically...

3469 **Chairperson Lanier:** Thank you so much...

3470 **Mr. S. Cornette:** ...for our kids.

3471 **Chairperson Lanier:** ...sir, for your comments. We really appreciate that. And, as
3472 I said from the onset, that was not the intent of this discussion. The intent of this
3473 discussion is that we are governed by the people who live in this City.

3474 **Mr. S. Cornette:** Wonderful.

3475 **Chairperson Lanier:** And, when we get phone calls... And we know when it's a hot
3476 button issue because we, we get phone calls every single day. And that means that we
3477 have to relook, review what we have before us.

3478 And our job is to make sure that the constituents, the people who live in this City,
3479 are in support, are in... We want partnerships. We know that, guess what, we can't do
3480 it all by ourselves. We know that there's [stammer] there's no way in the world the City
3481 of Riviera Beach can, can address all of these issues. And I've said this numerous times
3482 in the City. There are a lot of issues that we have to address, and there is no way we can
3483 do it by ourselves.

3484 So, I applaud the fact that we are looking at a partnership with the Boys & Girls
3485 Club. But the way it is written, the way that it was presented to us, it is something that I

3486 disagree with. And it's not disagreeing with your organization at all. It is a disagreement
3487 in the presentation and the disagreement when it became a issue, that we did not address
3488 it, and we not given the information to be able to address it.

3489 **Councilperson Botel:** Ma'...

3490 **Chairperson Lanier:** That is my issue.

3491 **Councilperson Botel:** Madam Chair?

3492 **Chairperson Lanier:** Yes. Go ahead, ma'am.

3493 **Councilperson Botel:** My thinking on this is that we might just need more time to
3494 take a look at the MOU more carefully, to digest the information we've had this evening.
3495 I would like to suggest that Mr. McCoy's motion to reject the MOU be withdrawn and that
3496 rather, we make a motion to take this Item up at a future meeting, perhaps the second
3497 meeting in... It's not ur'..., if there's..., given that there's no urgency to do it, at this..., at the
3498 next meeting that we could, so that we, we have time to digest the information we've had
3499 tonight, and so that we can take any other information.

3500 I, I would like to read into the record something I just received earlier this evening
3501 at 9:03 p.m. If I, if I can have your indulgence?

3502 **Chairperson Lanier:** No. Wait a minute. No, no, we don't, we don't wanna get into
3503 reading things into the record right now. I, I...

3504 **Councilperson Botel:** Alright.

3505 **Chairperson Lanier:** ...don't...

3506 **Councilperson Botel:** ...Well then, my...

3507 **Chairperson Lanier:** [Stammer]...

3508 **Councilperson Botel:** ...my, my, my request..., my request then, if I may, Madam
3509 Chair?

3510 **Chairperson Lanier:** Yes. Go ahead.

3511 **Councilperson Botel:** ...is to ask Mr. McCoy to withdraw his motion to reject out of
3512 hand the MOU, and give it more time for Staff to come back to us at a subsequent
3513 meeting, so that we can iron out the kinks, clean up any language that people object to,
3514 and make sure that the community understands all of the aspects of the MOU.

3515 So, that's my re'...

3516 **Mayor Felder:** Ma'..., Madam Chair?

3517 **Chairperson Lanier:** Yes. Go ahead, sir.

3518 **Mayor Felder:** Yeah. I, I just wanted to address the Boys & Girls Club. I've been
3519 there plenty of times and Ms. Freeman is a good friend of mine.

3520 But I also wanna address, I believe everybody that sits up here care for our kids.
3521 That's a no-brainer. We care for our kids. [Inaudible] is because I grew up in our Parks
3522 & Recs right here. I played t-ball here, I played basketball here, I played p'..., football
3523 here. So, I wanna find out why can't the City enhance their program? I wanna be able
3524 to look at that and know that, it's something that our City can't do versus we're just giving
3525 it away.

3526 And I think Councilman McCoy hit it. Like, we didn't have enough time to really
3527 look at this information, to digest it to see, you know, would it be a good collaboration?
3528 So, I agree with everything my colleagues are saying, to throw it out, let us look at it. But,
3529 I don't want us to..., nobody to ever think that we, up here, don't care about our kids.
3530 That's, that's the wrong message. But, like one of my colleagues said, we have a
3531 responsibility to our residents who this has become a, a hot topic, to make sure that we're
3532 making the right decision.

3533 And so, I agree with you guys that we should throw it out, look at it and come back
3534 with the best and for information. If it is a partnership, we'll partnership. But let's also
3535 look at why, why can't we, on the Cityside, do some of the things that I grew up with?
3536 Like, are, are we passed that, that we can't do it? Because Parks & Recs right here in
3537 the City saved a lot of us from trouble.

3538 So, my question is, are we saying we can't implement some of the programs, or
3539 enhance some of our programs? Now, if that answer is no, then, then I'm willing to move
3540 on. But I need a direct answer that, 'We can't do it.' And I want a answer why can't we
3541 do it? Tell me why can't we do it? Before I make an informed decision.

3542 Thank you.

3543 **Chairperson Lanier:** Mr. Evans.

3544 **City Manager Evans:** Madam Chair, I'd have to defer to the Parks & Recreation
3545 Director to be able to provide some specificity on programming and the recreational
3546 elements.

3547 **Parks & Recreation Director Blankenship:** Mr...

3548 **Chairperson Lanier:** You can ans'... Answer that question, Mr. Blankenship? Go
3549 ahead.

3550 **Parks & Recreation Director Blankenship:** Mr. Mayor, we can enhance our
3551 programs, and that's part of what this collaboration does, is help us enhance our
3552 programming. We can't do it all by ourselves. You know, it does take a village.

3553 So, part of my interest in this collaboration was so we can enhance. [Pause]. And
3554 it's as simple as that. Their, their expertise. I mean, they're not just..., we're not just talking
3555 about the Palm Beach County Boys & Girls Club, we're talking about a national

3556 organization filtering down. All of that resource, all of that expertise. That's where we...,
3557 they can help us enhance.

3558 **Mayor Felder:** Ma'..., Madam Chair?

3559 **Chairperson Lanier:** Yes.

3560 **Mayor Felder:** So, would any of our employees on the Cityside be affected?

3561 **Parks & Recreation Director Blankenship:** No.

3562 **Mayor Felder:** That's a guarantee?

3563 **Parks & Recreation Director Blankenship:** That's a guarantee. Nobody loses their
3564 job.

3565 **Chairperson Lanier:** And I think that..., let, let me be clear here. I don't..., this is, this
3566 no, in no way a side eye or a disparagingness to the Boys & Girls Club. I want to make
3567 that clear. This is the contract that came before us, that was buried in pub'..., Consent
3568 Agenda that got, you know, all these calls from. And it came back, you know, at 10:00
3569 o'clock at night for us to be able to kinda make, make a decision, you know, on the spot.

3570 And all I want to do is to be able to revisit this contract to be able..., that, that is in
3571 the best interest of the people who live in the City. I mean, that is who we're talking about.
3572 The children. The people who live in the City.

3573 So, you've got, you got parents calling us about this, then I have to look it. I have
3574 to be able to ensure that this document, that this Understanding..., because we want a
3575 Memorandum of Understanding with the Boys & Girls Club. We do. That is, that is not
3576 even the issue here. We just want it to be in the best interest of the children, and the
3577 parents, who live in this City. And that is all that we're asking for this evening.

3578 I know that's what I'm asking for.

3579 **Councilperson Botel:** Madam Chair?

3580 **Chair Pro Tem Miller-Anderson:** Madam Chair?

3581 **Chairperson Lanier:** Go ahead, [stammer], Miller-Anderson, please.

3582 **Chair Pro Tem Miller-Anderson:** She can go ahead and I'll go after.

3583 **Chairperson Lanier:** Go ahead.

3584 **Councilperson Botel:** I was just gonna suggest again that we ask Mr. McCoy to
3585 withdraw his motion to reject the MOU entirely, and put it back on the..., make a motion to
3586 put it back on the Agenda after we have had an opportunity to digest all the information
3587 we received this evening, to hear from other constituents who are now more well informed
3588 about what's gonna happened with this MOU. And then we can make a decision at some
3589 future point, rather than just rejecting it tonight.

3590 **Chairperson Lanier:** Miller'..., Commissioner Miller-Anderson?

3591 **Chair Pro Tem Miller-Anderson:** Well, does he wanna do it?

3592 **Councilperson McCoy:** [Stammer] you...

3593 **Chair Pro Tem Miller-Anderson:** Mhmm.

3594 **Councilperson McCoy:** ...asking?

3595 **Councilperson Botel:** Yes.

3596 **Councilperson McCoy:** No.

3597 **Councilperson Botel:** No. [Chuckle].

3598 **Councilperson McCoy:** Let me tell you why.

3599 We are already in the MOU. The MOU is active.

3600 **Councilperson Botel:** Since when?

3601 **Councilperson McCoy:** When we authorized it on Consent. All we did was vote to
 3602 bring it back for reconsideration. The MOU is still active. So, we have to take action on
 3603 whether or not we choose to terminate.

3604 And this is what I want..., this, this is why..., you know, Mr. Cornette, I, I actually
 3605 came through Boys & Girls Club with Ms. Cafarelli [sp] and...

3606 **Chair Pro Tem Miller-Anderson:** [Chuckle].

3607 **Councilperson McCoy:** ...Mr. Sanders. So, you know, I..., trust me, I've done both
 3608 Riviera Beach Park & Rec, as well as, as Boys & Girls Club. My issue isn't about...

3609 **Councilperson Lawson:** The Boys & Girls Club.

3610 **Councilperson McCoy:** ...Boys & Girls Club. And thank you for your passion. I really
 3611 appreciate it.

3612 I'm telling you, Mr. Evans, if we had employees like this...

3613 [Chuckles]

3614 **Councilperson McCoy:** ...you know, I, I really could appreciate it. But, the truth is, it
 3615 was nothing about you, it's about the process. I went back to that September..., July 13th
 3616 meeting, and here it is. I can't even recall what was on the slide that was shown to us.
 3617 And that's the whole thing about process. We get really crucified in the newspapers on
 3618 the solid waste contract about what we are charged with respons'..., about the
 3619 responsibility we're charged with. And, I just wanna be able to make an informed
 3620 decision.

3621 And guess what? I can admit that I've gotten it wrong. Quite frankly, I wanna be
3622 able to sit down with all of the information. But I think more importantly... Here's a, here's
3623 a good thing. And I mean, like, I would, I would hope that if there's something that wants
3624 to be proposed, let's meet with all the Council Members and get some weigh in as too
3625 what the real effect is. Let me see what your facility looks like and how you wanna operate
3626 this program, and let us come up and craft some language and make suggestions to what
3627 we believe as being proposed, or being offered something to vote on and then it's almost
3628 like an aleatory contract. You know, you gotta take it all or nothing.

3629 And it's just like, quite frankly, after seeing some of the provisions in there, I can
3630 see why residents in this community had concerns. That's not the Parks & Rec that I
3631 know has been existing for forty years in Riviera Beach. And I mean, quite frankly, I, I
3632 appreciate you guys being here since the early '90s, but I think, more importantly, we
3633 need to fine tune our process. And nothing to..., no slight to Boys & Girls Club but, I mean,
3634 that's just really difficult for us.

3635 And I think, Chairperson summed it up, we're bound by those that govern us. And
3636 I mean, if they have issues with it, they're supposed to call those people. And I certainly
3637 appreciate the efforts of all you guys do at Boys & Girls Club and I'd be happy to support
3638 it. But I just don't think in this current form... I mean, you know, one, one of the
3639 misnomers..., I, I just can't even begin to understand, and I gotta go back to the very short
3640 presentation, and the lack of information is that, if the voucher follows the kid, how is that
3641 not a reduction just on a very fundamental principle that that's not a reduction in revenue?

3642 I, I mean, obviously, what you're suggesting is, we're gonna take the expense
3643 that's associated with it, but essentially what you're saying is that it, it's a wash. But, until
3644 we get the right information, I just don't feel comfortable with moving forward.

3645 **Councilperson Lawson:** Madam Chair?

3646 **Chairperson Lanier:** Yes. Go ahead, sir.

3647 **Councilperson Lawson:** Well, first and foremost, Mr. Cornette and Ms. Freeman, thank
3648 you guys. I wanted to apologize, Toscha and Steve. I was one of the first people that
3649 came over there and met with you guys and discussing this MOU and trying to figure out
3650 how to build some type of partnership with the City.

3651 I have the utmost and absolute respect for Councilman's [stammer] admission of
3652 us not getting it right as a dais, because that was some of the strongest leadership I've
3653 seen up here in a long time.

3654 In regards to us moving forward with an MOU, which our residents and our
3655 employees feel like we did not look out for their best interest. I have a number of
3656 questions, 'cause I was not at this meeting. I missed this meeting and I'm very sorry that
3657 I was not able to be there because there's a number of questions that we need to address
3658 in regards to budget, jobs, effects on residents' costs, explanation of process procedures.

3659 So, I'm inclined to agree with Councilman McCoy. But, the issue we have right
3660 now is..., the only reason I'm agreeing is because I do not wanna hold the Boys & Girls

3661 Club hostage. They've already started the process. And, as he stated, we are currently
3662 in an MOU. So, we're currently moving forward with the process of what they've
3663 implemented for the terms of this MOU.

3664 The issue is that we have to answer to our residents, we have to answer to the
3665 concerns of our residents first and foremost. And if there's unreadiness, we have to take
3666 it back to scratch and continue something...

3667 Go ahead. Go ahead, Mr...

3668 **Mr. S. Cornette:** And this, this will affect all of our bottom line numbers. Let me be
3669 clear, you know, our numbers that we serve right now are two hundred and seventy-five
3670 members, average daily attendance. That will drop barring that this Resolution does not
3671 pass, or that you guys decide... so, that's a hundred members that are not gonna be able
3672 to be served as we move forward.

3673 So, I just wanna make sure that, because we..., when the Resolution was passed,
3674 or the MOU was passed, we passed it barring that that was the intent. So now, we're
3675 gonna have to go back and tell a hundred families that we're not gonna be able to serve
3676 them because we, we just can't.

3677 So, you know, I just wanna make sure, you know, that we're clear as we begin to
3678 communicate and have these discussions because we're talking about the residents that
3679 have had concerns. Imagine those family'..., hundred families now that are really gonna
3680 be out of the childcare, that affordable childcare, that they no longer can go to because,
3681 you know, this MOU is dropped. You know? So, I just wanna make sure that I'm clear
3682 on behalf of the Board and this Committee.

3683 **Chairperson Lanier:** Yes. Thank you, sir.

3684 **Councilperson Lawson:** And, and to that point, we have to make a decision and
3685 execute it in an expedited fashion because we have [pause] a responsibility to our
3686 residents first and foremost. But we've also hurt a relationship that we wanted to try to
3687 build and establish here in the City 'cause there's definitely some benefit to partnering on
3688 whatever level.

3689 So, it's really figuring out what is gonna be the middle ground, what's acceptable
3690 is figuring out what's gonna be the best thing for our community and possibly even doing
3691 a charette or a workshop to discuss it. Or, having our residents come to the table.

3692 We've talked [stammer] around and around about the issues and concerns and
3693 Mr. Blankenship did provide some budgeted numbers and items. Well, this is my first
3694 time seeing it, so as we're going through it, I can't even review the numbers to understand
3695 exactly how these affect our community, how it affects our bottom dollar in our budget,
3696 and the training and Staff.

3697 So, even if we move forward with the MOU, we still have questions that need to be
3698 answered, and what's exactly going to be the final impact.

3699 Thank you, Madam Chair.

3700 **Chairperson Lanier:** Thank you, sir.

3701 And, and... And, I'm gonna say this again. This is in no way disparaging towards
3702 the Boys & Girls Club. In fact, we do want an MOU. We do want to partner with you.
3703 But, in this current form, we just need to revisit it. That is the whole issue here.

3704 **Councilperson Botel:** So, Ma'...

3705 **Chairperson Lanier:** This was not a.., this was not a, a, a discussion item to say,
3706 'Just get rid of them. We don't wanna deal with them.' That, in no way was the intent
3707 here. The intent was to make sure that this MOU is something that the City and the Boys
3708 & Girls Club can ensure that our residents are comfortable with and the fact that it benefits
3709 both parties.

3710 **Chair Pro Tem Miller-Anderson:** Madam Chair?

3711 **Chairperson Lanier:** Yes. Go ahead. I'm sorry. She said go ahead.

3712 **Chair Pro Tem Miller-Anderson:** Well, I.., I mean, I supposed to go way back
3713 when Mr. Lawson started talking but I just let him go.

3714 [Chuckles]

3715 **Chairperson Lanier:** I'm sorry.

3716 **Chair Pro Tem Miller-Anderson:** A question. Okay. So, you said a hundred. Is
3717 this for aftercare that have already started?

3718 **Mr. S. Cornette:** This.., well, we're getting ready to go into the new school year, so we
3719 predicated our numbers based on the relationship and the partnership we were gonna
3720 have with the City and the MOU. Therefore, we were going.., we were planning to be
3721 able to get two hundred and seventy-five in. So that's gonna start as of Tuesday when
3722 school starts, as we're starting now.., as we already started our registration for the school
3723 year, which will include pickups in all the Riviera Beach locations.

3724 So, this is going.., I'm gonna have to go back to the table. You know, depending
3725 on what happens tonight and probably going back to the office and I need to rework this
3726 with my team. Because, this is going to.., it's gonna have some impact. Whether it's, you
3727 know, the City, you know, Cityside or Boys & Girls Club, we're gonna have some impact.
3728 And I just wanna make sure that we're all, you know, able to deal with the damages that
3729 are gonna come from it, whether we.., what we do, right, wrong, indifferent, we always
3730 have to deal with those consequences. And, and we definitely understand. And I'm
3731 prepared to do that as well.

3732 So, definitely. I just thank all you guys for your time because everybody does care.
3733 And I wanna make sure that's on the record. Everybody does care, we just gotta figure
3734 out how we can do it together.

3735 **Chair Pro Tem Miller-Anderson:** And then, Mr. Blankenship, we average about
 3736 forty kids in afterschool?

3737 **Parks & Recreation Director Blankenship:** Well, that was in 2019.

3738 **Chair Pro Tem Miller-Anderson:** But before then, how..., I mean... I know we...
 3739 'Cause we just started having aftercare a few years back. We...

3740 **Parks & Recreation Director Blankenship:** Right.

3741 **Chair Pro Tem Miller-Anderson:** ...haven't., that's not a...

3742 **Parks & Recreation Director Blankenship:** Well...

3743 **Chair Pro Tem Miller-Anderson:** ...program we've had for twenty, thirty years.

3744 **Parks & Recreation Director Blankenship:** Um...

3745 **Chair Pro Tem Miller-Anderson:** Unless it...

3746 **Parks & Recreation Director Blankenship:** Licensed aftercare...

3747 **Chair Pro Tem Miller-Anderson:** ...it stopped for a while.

3748 **Parks & Recreation Director Blankenship:** Licensed aftercare started in 2016.

3749 The numbers for twenty'..., the average..., the average daily attendance for 2021, I
 3750 believe is..., was three. But keep in mind, that didn't start back until February.

3751 **Chair Pro Tem Miller-Anderson:** Right. But, prior to 2019, if anybody can kinda
 3752 give a ballpark, is forty about the average we have for aftercare, since we started in 2016-
 3753 '17?

3754 **Parks & Recreation Director Blankenship:** I... No. It wasn't in '16 or '17. '19 is the
 3755 best year 'cause it was a [stammer]..., it was a full year. There was a full nine months or
 3756 twelve months. And that's why the forty-one average daily attendance was...

3757 **Chair Pro Tem Miller-Anderson:** And that was the highest? That was probably
 3758 the highest [inaudible]...

3759 **Parks & Recreation Director Blankenship:** Yeah. But in '20, you know, it was on and
 3760 off. So, that wasn't a good year to count.

3761 **Chair Pro Tem Miller-Anderson:** Right.

3762 **Parks & Recreation Director Blankenship:** '21 really isn't a good year to count but
 3763 that, you know, that was the number ta the end of..., the average daily attendance for this
 3764 past school

3765 **Chair Pro Tem Miller-Anderson:** Mhmm

3766 **Parks & Recreation Director Blankenship:** ...yeah, whenever we were...

3767 **Chair Pro Tem Miller-Anderson:** You know, I understand what my colleagues are
3768 saying in terms of, you know just seeing the information. But, I do look at.., and I get a
3769 lotta complaints, I'm sure you all do too as well, about the programming that we've had.
3770 The aftercare and the summer camp, that's.., those are just two components. We have..,
3771 and they're only, you know, certain times of the day, but we have programming that has
3772 been on the decline for many, many years now.

3773 My son went through the Boys & Girls Club from kindergarten to fifth grade. Right
3774 over there at Riviera Beach Boys & Girls Club. So I'm, I'm very familiar with it, and I know
3775 the benefits that it had for me, as a, a mom that was trying to go to school and work at
3776 the same time.

3777 So, I, I certainly see the benefits of having this MOU with the Boys & Girls Club.
3778 And then he also attended summer camp every year over there as well. And, I, I just.., I,
3779 at this time, don't see any downside beca'.., downside for this MOU because we have a
3780 lotta work that we need to do on the Cityside in terms of programming. And I understand
3781 what the Mayor.., his, his point is, you know, why can't we do both, you know, basically
3782 is his question. And.., and, that is a question for me too, but I just don't see where the
3783 aftercare and summer camp as a long term program, whereas our football program, our
3784 baseball, t-ball, all of those programs have pretty much suffered over the last ten, fifteen
3785 years. They have not been the same as they were years ago.

3786 And if this is one way to help us get back to where we were in terms of our
3787 programming, I certainly would support it. And hearing that we can have a hundred kids
3788 have aftercare versus, on the high end for the City, forty, I don't see where there's a, a
3789 downside to that. It seems like going through the Boys & Girls Club, you may have even
3790 more kids participate.

3791 Now, I'm certainly not in favor of any jobs being lost. And I, I did not assume or
3792 understand that jobs were going to be lost from the very first presenta'.., or mentioned.
3793 You know, you did come up, though Mr. Evans spoke about that. That no jobs would be
3794 lost and, of course, I don't support that. But if we're able to increase our programming,
3795 and then also increase the number of kids that are being serviced by going through the
3796 MOU, I, I totally support that.

3797 And.., but if the Council.., if we have people, the majority that are not in support of
3798 moving forward and want to revisit this, I mean, that's fine. But I'm quite comfortable
3799 tonight to continue.

3800 **Chairperson Lanier:** And I think that the issue for me is not, not moving forward. I
3801 want to move forward, I want to have an MOU. Just not in this current form. And that is
3802 the only issue that I have. The points that Council Member Miller-Anderson made, I agree
3803 with. There are some points that are in this.., and, you know, that is the purposes of, of
3804 us having this discussion, and then having outside discussion about this particular item.
3805 And that is what we did not get from the beginning.

3806 So, I'm not gonna sit here and belabor the point in terms of, 'We should've got this,
3807 we've should've got..., we should've gotten this.' We do need to revisit this contract in its
3808 current form.

3809 And that is just my position on that.

3810 **Councilperson Botel:** Madam Chair?

3811 **Chairperson Lanier:** Yes. Go ahead.

3812 **Councilperson Botel:** So, if this contract..., if, if, if the Council votes in favor of
3813 rejecting this MOU, at what point can it come back for reconsideration? I mean, [stammer]
3814 if, if..., you said that there are things about it that you don't agree with. And I'm, I'm hearing
3815 that that seems to be the consensus from at least three of my colleagues here.

3816 What, what, what do we do? If we, if we really believe that this is a good thing,
3817 and I think it is, how do we get it back on the Agenda to get it moving forward? And how
3818 quickly can we do that? And, and will it delay..., so negatively impact the afterschool
3819 programs that kids can't get served?

3820 **Chairperson Lanier:** I don't see...

3821 **Councilperson Botel:** I guess that's...

3822 **Chairperson Lanier:** ...a pro'...

3823 **Councilperson Botel:** ...a question for Mr. Evans or Mr. Blankenship.

3824 **Chairperson Lanier:** Um...

3825 **City Manager Evans:** Madam Chair, if I may?

3826 **Chairperson Lanier:** Yes. Go ahead, sir.

3827 **City Manager Evans:** If the Board votes to terminate the MOU, then services would
3828 cease immediately, because the MOU is no longer valid. If the Board chooses to continue
3829 the relationship until your next Council meeting, whatever the Board's decision is, whether
3830 you decide to make tweaks and modifications to the MOU, at the end of the day, we
3831 wanna mitigate what the impact would be to those persons.

3832 And so, I would say if, if the vote does go, that the Board wants to sever the
3833 relationship with the Boys & Girls Club, at least have a sixty day wind down period, or
3834 something, that allows for some transition to make sure that persons can make the
3835 appropriate [inaudible]. In the event that the Board wanted to bring back the Item, a way
3836 to be..., to do that is being on the prevailing side of the vote, if it looks like it's going in that
3837 particular direction, then somebody on the prevailing side can bring an Item back for
3838 reconsideration.

3839 [Inaudible audience comments]

3840 **Chairperson Lanier:** Very good.

3841 So, are there any other questions in regards...

3842 **Mayor Felder:** Yeah. Madam...

3843 **Chairperson Lanier:** ...to this?

3844 **Mayor Felder:** ...Chair, I have...

3845 **Chairperson Lanier:** Because what...

3846 **Mayor Felder:** ...a question.

3847 **Chairperson Lanier:** ...we need to do is to...

3848 **Mayor Felder:** I...

3849 **Chairperson Lanier:** ...make sure...

3850 **Mayor Felder:** I have one, Madam Chair.

3851 **Chairperson Lanier:** Go ahead, sir.

3852 **Mayor Felder:** So, so the hundred kids you're talking about, the City.., we're not
3853 doing a afterschool program.

3854 **Parks & Recreation Director Blankenship:** Well, like Mr. Evans said, it's still, it's still
3855 in the budget.

3856 **Mayor Felder:** It's still in the budget?

3857 **Parks & Recreation Director Blankenship:** It's still in the budget.

3858 **Mayor Felder:** So, the hundred kids he said that won't have anywhere to go, is that
3859 accurate?

3860 **Parks & Recreation Director Blankenship:** Yeah.

3861 **Mayor Felder:** Those kids can't come...

3862 **Parks & Recreation Director Blankenship:** They can come to the City program. We,
3863 you know, we'd have to register them through, through our registration process. And ELC
3864 and all that.

3865 [Inaudible audience comments]

3866 **Mayor Felder:** Right. So, so it's not like the kids won't have anywhere to go, it'll just
3867 be more...

3868 **Parks & Recreation Director Blankenship:** They can come to...

3869 **Mayor Felder:** ...more work...

3870 **Parks & Recreation Director Blankenship:** ...to the..

3871 **Mayor Felder:** ...on our process.

3872 **Parks & Recreation Director Blankenship:** ...the City program until something
3873 different happens.

3874 [Inaudible audience comment]

3875 **City Manager Evans:** And, and, Madam, Madam Chair, if I may?

3876 **Chairperson Lanier:** Yes. Go ahead, sir.

3877 Can we, can we have some type of... in the audience, please? Thank you, ma'am.

3878 [Inaudible audience comment]

3879 **Chairperson Lanier:** Thank you so much.

3880 Go ahead, Mr. Evans.

3881 [Inaudible audience comment]

3882 **City Manager Evans:** And, and certainly, you know, one thing to consider is, is also,
3883 depending on where the Board falls on this particular issue...

3884 [Inaudible audience comments]

3885 **City Manager Evans:** ...is the school calendar.

3886 **Chairperson Lanier:** We have to have some quiet in the audience so we can hear
3887 the person that's speaking.

3888 **City Manager Evans:** If, if spring break, or, or what have you, or there's a, a break
3889 in the actual school year, that may be the opportune moment to transition, if the Board
3890 wants to conceivably do that.

3891 But, I would certainly recommend, if that's something that the Board.., if the vote
3892 goes in that fashion that the Board at least authorizes us to continue, you know, some
3893 relationship with the Boys & 'Club, until we provide for a reasonable transition period, to
3894 be able to facilitate what we need to facilitate for the residents.

3895 **Councilperson McCoy:** Madam Chair.

3896 **Chairperson Lanier:** Yes. Go ahead, sir.

3897 **Councilperson McCoy:** Clar'.., I'm trying to clarify. So, we've only had this MOU in
3898 effect for three and a half weeks and you're saying that it's gonna take thirty to sixty days
3899 to unwind it? Something that's only been in place for three weeks?

3900 And then not only that, afterschool, as far as I'm concerned, haven't even started.

3901 **City Manager Evans:** Uh...

3902 **Councilperson McCoy:** That's a question for Mr. Evans.

3903 **City Manager Evans:** Madam Chair and Members of the Board...

3904 **Chairperson Lanier:** Yes. Go ahead.

3905 **City Manager Evans:** It, it all depends on the..., what those families' decisions are.
 3906 If they've already made plans and, and reaching out to those persons, you know,
 3907 obviously, we can possibly truncate the transition period.

3908 And if everyone changes in seven days, then that happens in seven days. But,
 3909 you know, just to be on the conservative side, I don't know until we start having those
 3910 conversations. And then, what is required for Director Blankenship's team to be able to
 3911 spool up and be ready to provide the service.

3912 **Councilperson McCoy:** Follow up.

3913 **Chairperson Lanier:** Go ahead.

3914 **Councilperson McCoy:** That's more of the reason why I think that this is a process
 3915 issue that we need to know the effect of what happens, as opposed to putting something
 3916 as significant as this on Consent. That's the very first thing.

3917 Additionally, this goes back to another one of the Auditor's findings that we have
 3918 to be routinely made aware of the City's financial position. And that includes departmental
 3919 revenue and, as well as expenses.

3920 I mean, quite frankly, this is darn disingenuous to us, as Board Members, to sit up
 3921 here and put something on Consent, and then tell us, 'By the way, the program hasn't
 3922 been making money,' when nobody thought, at any point since we've been on the City
 3923 Council, to say anything about the Department's not even being able to break even. I
 3924 mean, obviously, it was quite clear that we all knew that Barracuda Bay was a, a, a true
 3925 cost center, that it wasn't designed to generate revenue.

3926 But, to put something on the Consent, and then turn around and justify it by saying,
 3927 'Well, we have to do it because afterschools and summer camps are better ran by another
 3928 organization because,' you know, 'we don't see a lot of participants.' That's not the time
 3929 to tell us, Administration. And I don't think that that's really fair for us. I mean, you put us
 3930 in a really tough spot. And, I don't like it.

3931 I, I just think that it can't truly be this hard to legislate. It can't. But, it appears that
 3932 we find ourselves in these situations when we don't have the pertinent information. And,
 3933 it's good to get up and honor those kids who did great at the oratorical, but I don't wanna
 3934 spend, you know, to 10:30 at night talking about, you know, something as critical as this,
 3935 when we should've been... You know, these, these need to be the priorities.

3936 I mean we have to pass a balanced budget. You know? And, if this, for some
 3937 reason, is not working, let's address it, you know, on the front end and think about some
 3938 creative ways that, you know, we can incorporate this as, as opposed to a all or nothing
 3939 MOU that basically says...

3940 And, you know what? Here's the thing I will say, I will totally disagree that this
3941 doesn't effect Staff. Because I'm gonna tell you what's gonna happen. Yeah, year one,
3942 maybe year two, but you can't sit here and tell me that the ELC vouchers that actually
3943 bring the money into the City is gonna be sent to another organization and we're gonna
3944 continue to maintain the Staff complement.

3945 It's gonna be my opinion, right now, that the..., those employees, the FTE is gonna
3946 follow the revenue that's associated with it. And those are gonna be the first people, and
3947 two, two budget cycles down, down the road, that's gonna be cut. There's no way. In
3948 fact, if it's bad, you're gonna make the organization or the department much more dire if
3949 you're gonna tell me that you're gonna send the money out. And it's just a timing thing
3950 that it'll catch up.

3951 So, I just can't, in good faith, sit here... And then, you give us a presentation that
3952 I can't even recall anything but forty-one. That's the only thing I seen. And it's just not
3953 fair to us. And, Mr. Evans, specifically, your response back to me was that we were gonna
3954 provide, you know, a detailed explanation. And, I mean, I guess, getting the information
3955 didn't really seem that detailed. It didn't. And I just don't agree that we should move
3956 forward in this, in this situation.

3957 **Councilperson Botel:** Madam Chair?

3958 **Chairperson Lanier:** Yes. Go ahead.

3959 **Councilperson Botel:** So, if I vote in favor of Mr. McCoy's proposal, motion, then I'm
3960 on the prevailing side, and I can request that it be reconsidered at the August 18th
3961 meeting? And between now and August 18th, we will have had an opportunity to digest
3962 everything that Mr. Blankenship has given us, and perhaps make some modifications
3963 after meeting with Staff and people in the community and so on. Then we still have an
3964 opportunity on the 18th to... But, what does that do to your afterschool? Because school
3965 starts on the 10th, right?

3966 **Mr. S. Cornette:** School starts on Tuesday. We're, we're talking about
3967 transportation...

3968 [Inaudible audience comment]

3969 **Mr. S. Cornette:**here, we're talking about a lotta different things. But, I'm not
3970 gonna belabor the point. You know, I just..., we just need to make a decision, and
3971 whatever that decision is, we understand it and we'll move forward with how we're gonna
3972 affect the organization in Rivie'..., the kids in Riviera Beach.

3973 **Councilperson Botel:** Yeah. But it sounds like you don't have the votes to do it. I
3974 mean, that's what it appears to me to be.

3975 **Mr. S. Cornette:** And I'll go...

3976 **Councilperson Botel:** ...to be.

3977 **Mr. S. Cornette:** I'm, I'm gonna go back to the office tonight and we got some things
 3978 that we gotta maneuver through, but we'll be alright. We...

3979 **Councilperson Botel:** Well, I'm gonna vote in favor of Mr. McCoy's motion, simply
 3980 because then I'm on the prevailing side and I can bring it up for reconsideration at the
 3981 next meeting. So.

3982 **Councilperson Lawson:** Madam Chair?

3983 **Chairperson Lanier:** Yes. Go ahead, sir.

3984 **Councilperson Lawson:** Okay. That..., I, I guess the concern I have there is, is we have
 3985 to, as an organization, put some structure into what we're gonna do and what's gonna be
 3986 our next steps 'cause, if we're gonna go back and go to our community and try to come...

3987 **Councilperson McCoy:** Speak up.

3988 **Councilperson Lawson:** ...up with ano'... And come back with another MOU and
 3989 discussion, we're getting into the school year, we're holding Boys & Girls Club hostage
 3990 and I'm sure that Mr. Cornette, Ms. Freeman, will work out details to make..., to get it done
 3991 with us but, at the same time, I think this is gonna be a lot deeper of a discussion in
 3992 regards to everything that needs to be unwrapped out of this MOU.

3993 In addition to that, the Parks & Rec, Mr. Blankenship, are we ready to go with an
 3994 afterschool program? Because, we did sign an MOU a month ago. Is Staff ready, and is
 3995 operations in place to start Mon'..., Tuesday?

3996 **Parks & Recreation Director Blankenship:** Yes. Staff has been taking reservation'...,
 3997 or, registration, to my knowledge, for the beginning of Tuesday. Aftercare program.

3998 **Councilperson Lawson:** And how many, how many families or...

3999 **Parks & Recreation Director Blankenship:** I don't know...

4000 **Councilperson Lawson:** ...children do we have registered?

4001 **Parks & Recreation Director Blankenship:** I don't know that number right now.

4002 [Inaudible audience comment]

4003 **Chairperson Lanier:** Very good.

4004 So, this is where we are. There's...

4005 **Councilperson Lawson:** Well, Madam Chair...

4006 **Chairperson Lanier:** ...a mot'...

4007 **Councilperson Lawson:** ...I'm sorry. I...

4008 **Chairperson Lanier:** I'm sorry. Are you finished?

4009 **Councilperson Lawson:** No.

4010 **Chairperson Lanier:** I'm sorry. Go ahead.

4011 **Councilperson Lawson:** Just trying to [inaudible]...

4012 **Chairperson Lanier:** Sorry about that. Go ahead.

4013 **Councilperson Lawson:** ...'cause it seems like we have a, a, a tall discussion because
 4014 I don't wanna belabor and hurt the relationship that we are trying to create with Boys &
 4015 Girls Club, but also, number one responsibility is our residents. And, also the program
 4016 that we have.

4017 So...

4018 [Inaudible audience comments]

4019 **Chairperson Lanier:** Okay. We're not gonna have the public.., I mean, if you have
 4020 a... We have any public comments for this Item?

4021 **City Clerk Anthony:** Yes, Madam Chair.

4022 **Chairperson Lanier:** Alright. Very good. Then we got to get to public comment,
 4023 because we have people in the audience that want to talk so, let us, let us stop here.

4024 I'm sorry. But, you wanna finish, Mr...

4025 **Councilperson Lawson:** We can go to public comment, Madam Chair.

4026 **Chairperson Lanier:** I'm sorry.

4027 **Councilperson Lawson:** No worries. We can go to public comment.

4028 **Chairperson Lanier:** Yeah. Let's go to public comment...

4029 **Councilperson Lawson:** Yes, ma'am.

4030 **Chairperson Lanier:** ...so that we can have the public to respond to these issues.
 4031 Because we definitely want to be able to hear from the public.

4032 Go ahead, Madam Clerk.

4033 **City Clerk Anthony:** Andinette Thomas, Mary Brabham, Jacqueline Burgess.

4034 [Inaudible comments]

4035 **City Clerk Anthony:** Andinette Thomas?

4036 **Ms. A. Thomas:** Coming. [Pause]. So, I did ask for the registration [inaudible] for
 4037 aftercare.

4038 **Chairperson Lanier:** Speak right into the mic there. Okay.

4039 **Ms. A. Thomas:** I asked for...

4040 **Chairperson Lanier:** Introduce yourself. I don't...

4041 **Ms. A. Thomas:** Oh. I am Andinette Thomas. I apologize. Good afternoon everyone.

4042 But I can't say aye or nay 'cause I don't have enough information either. I learned
4043 a lot today from the presentation. I can say the registration for aftercare, though I have
4044 asked for, and it has not been ready for me to apply for aftercare.

4045 But, the summer camp I can definitely say that my experience this summer has
4046 been extraordinary. I mean, the Staff is wonderful. And my child is not the easiest to deal
4047 with, at all. [Chuckle]. He's definitely a handful. And they have taken care of him like he
4048 was their own.

4049 **Chairperson Lanier:** Who is they?

4050 **Ms. A. Thomas:** The summer camp Staff.

4051 **Chairperson Lanier:** For?

4052 **Ms. A. Thomas:** I'm sorry?

4053 **Chairperson Lanier:** The City of Riviera Beach Boys and...

4054 **Ms. A. Thomas:** City... I'm sorry. The City of Rivera Beach...

4055 **Chairperson Lanier:** Okay.

4056 **Ms. A. Thomas:** ...summer camp Staff, has taken care of him like their his own. They
4057 know his name and, like, like they're his own. Like, he's their own child, I mean.

4058 And he was... He, he was definitely hard to deal with. He.., first couple weeks,
4059 'cause he didn't know them, he tested them. Every day. And they didn't shun him, they
4060 didn't send him out. They went through their disciplinary processes and they, they talked
4061 to him, they talked to me, like I was a person. I, I wasn't just a number. And they worked
4062 closely with me, every day. And I had the best experience ever. And he had the best
4063 experience ever. He's never been to a program that took him on these great field trips.
4064 And that made him feel like a person and feel like, like he was at home.

4065 He, he glued to his counselors. [Stammer] just come home every day and talked
4066 about Mr. Neeley. Mr. Neeley's so awesome. And then, and then they hired Mr. Joe.
4067 And he said, 'I have a second favorite counselor, Mommy. I'm so happy.'

4068 And, it was.., I don't know about everybody's household, but my household, he's
4069 in a household full of girls, and there's no male role models at all. And the only role
4070 [stammer] male role models that my six year old had was at the Riviera Beach summer
4071 camp. And he loved the experience. So, I can't compare it to Boys & Girls Club. I've
4072 never sent my kids to Boys & Girls Club, I can only tell you that [pause]... That he loved
4073 it. And I just ask that you guys look at both sides.

4074 Like you said, Ms. Shirley, and, and see what's best for the community, best for
4075 the kids. And like Mr. McCoy said, just get all the information and make the best decision
4076 for our youth, is all that I ask you.

4077 Thank you.

4078 **Chairperson Lanier:** Thank you.

4079 **City Clerk Anthony:** Mary Brabham, Jacqueline Burgess.

4080 **Ms. M. Brabham:** Mary Brabham, Riviera Beach.

4081 We have third graders in this City, that cannot even read. Third graders in this
4082 City. She's a educator. There's others out there in the audience, just listen to me. It's
4083 others residents with their children have not been able to parlay with programs to meet
4084 their children's needs.

4085 You all, this is not about you all. This is not about anybody, any employee that
4086 works in this City here, because they will have a job. No, I don't dialogue with anybody.
4087 When right is right, wrong is wrong. These are our children here. Boys & Girls Club, if
4088 we cannot pay, it's a wonder this City is not in receivership.

4089 Barracuda Bay was built, we've not.., we never made one revenue on it. Six
4090 hundred over there. I was over there in that Chambers there. Parents didn't even wanna
4091 pay five dollars. Liz Wade and that Board that sit up there, [inaudible]. I was over there
4092 too. I said, 'If you can pay twenty-five dollars to get your nails and toenails done,' they
4093 argued it down. 'Free, free, free.' This is why we shortfall, because we always go into
4094 those areas instead of networking where we need to.

4095 It's nothing wrong with having two programs. Ms. Frankens, Kenny Payne, them,
4096 they can still be able to narrate some programs that they can do on the Rec side.

4097 But the Boys & Girls Club, they're a 501(c)(3). Morgan Freeman, Jennifer Lopez,
4098 a Board just filled with not millions, but billions of dollars, that could institute us. And help
4099 we, as a City here. But you so look at yourselves, and that's why I'm gonna get some of
4100 ya out of here. Not just me. I've talked with these parents.

4101 Because some of these parents are deprived too. We have to do better in this City
4102 for these children. They are the next generation. Because Ms. Brabham and you are
4103 gonna fade away. I've had kins and relatives, children right today, that go.., that have
4104 entered into the Boys & Girls Club. And they are fine. They're A students. A+ and B
4105 students.

4106 As well as adults, it has that curriculum, program and stuff there. Not putting our
4107 city down, City Manager. But I'm tired of this shit. And let that reflect what I said.

4108 [Chuckles]

4109 **Ms. M. Brabham:** Because, when you do this kinda carryin' on, this is exactly what it
4110 is. You got your own agenda here. This is about these children here. This is not about
4111 any staff or any employee...

4112 [Timer]

4113 **Ms. M. Brabham:** It's balancing our budget here.

4114 **Chairperson Lanier:** Thank you, Ms. Brabham.

4115 **Ms. M. Brabham:** And if you don't like, Mr., Mr. Blankenship, you dern sure don't like
4116 Ms. Brabham.

4117 **Chairperson Lanier:** Thank you...

4118 **Ms. M. Brabham:** Because I...

4119 **Chairperson Lanier:** ...Ms. Brabham.

4120 **Ms. M. Brabham:** ...[inaudible]...

4121 **Chairperson Lanier:** Thank you so much for comments, Ms. Brabham.

4122 **Ms. M. Brabham:** Thank you.

4123 **Chairperson Lanier:** Yes, ma'am.

4124 **City Clerk Anthony:** Jacqueline Burgess.

4125 **Ms. J. Burgess:** Good evening. Jacqueline Burgess, retired Deputy City Clerk.

4126 I emailed everyone 'cause I really had to leave but I had to come back once I
4127 started hearing this, my concern. I would say that you go ahead and approve this. As a
4128 volunteer for the City of Riviera Beach, Parks Department, for over thirty years, if our
4129 employees cared about our kids, we wouldn't be in this predicament or even having a
4130 Memorandum with another agency.

4131 If you go back..., I heard half of you say the citizens, you haven't spoken with the
4132 right citizens. You spoke with citizens that maybe employees have spoken with. Come
4133 out there to the field and ask for those coaches that left. I talked to coaches where we
4134 have teams up in Jupiter. Their teams are filled with our youth. Our youth. They have
4135 three teams of just one age, filled with our youth from Riviera Beach.

4136 And it hurts me because I, I made a statement earlier in the year, where you had
4137 a Memorandum with the School Board, where they was out there practicing during
4138 election day. I worked for the Clerk's office during election day, also volunteered around
4139 that time and we were not permitted on the field, at all, on election day. But the
4140 nonresidents, most of them, even I'm a Suncoast graduate. Most of them out there
4141 practicing. But our kids, our neighborhood kids were told we could not go out there.

4142 So maybe you need to check Staff before you say get rid of this Memorandum.
4143 Because our Staff is running our people away. They're running our p'.., parents away,
4144 they're running our kids away, they're running our program away. So, let them
4145 concentrate on trying to get our program back. 'Cause I've been volunteering out there
4146 for thirty plus years, and it's never been like this. Never.

4147 And I'll probably be told later on, after this, that I can't even volunteer now. 'Cause
4148 I've been trying to volunteer for this season, for almost two weeks and have been told my
4149 background has not been back. How long does it take a background to be back? I've
4150 been an employee for thirty-five, volunteering for over thirty, been a resident here all..,
4151 just about all my life and you tell me I can't volunteer now?

4152 So you need to check, not just this Memorandum, you need to check the
4153 employees and see why we're losing our kids. 'Cause we have lost them. We have lost
4154 our parents. We have lost the trust of our Parks Department. Allow Mr. Blankenship to
4155 do his job. Because it can't run off of two people.

4156 [Timer]

4157 **Ms. J. Burgess:** Thank you.

4158 **Chairperson Lanier:** Thank you, ma'am.

4159 Madam Clerk.

4160 **City Clerk Anthony:** Madam Chair, Members of the Board, that concludes public
4161 comment.

4162 **Chairperson Lanier:** Alright. Very good.

4163 So, we are...

4164 [Inaudible audience comment]

4165 **Chairperson Lanier:** Did you have a public comment card, ma'am?

4166 **Unk.:** No, I don't.

4167 [Inaudible discussion]

4168 **Chairperson Lanier:** Oh.

4169 [Inaudible comment].

4170 **Chairperson Lanier:** You gotta have a public comment card.

4171 [Inaudible comment]

4172 **Chairperson Lanier:** I'm sorry, ma'am. I'm so sorry.

4173 [Inaudible discussion]

4174 **Chairperson Lanier:** No, that's it.

4175 Very good. Thank you.

4176 So, we are here at our juncture where we have an Item, or a motion on the floor.
4177 Mr., Mr. Blankenship, your presentation is done, am...

4178 **Parks & Recreation Director Blankenship:** Yes, ma'am.

4179 **Chairperson Lanier:** ...I clear?

4180 Any other questions for the presenters of this Item? [Pause]. None being heard.

4181 **Councilperson Lawson:** Madam Chair, I do have a question.

4182 **Chairperson Lanier:** Yes. Go ahead, sir.

4183 **Councilperson Lawson:** Mr. Evans and Mr. Blankenship, we're looking to you guys for
4184 advice in regards to a recommendation. What is the best approach to move forward?
4185 And taking our kids into first consideration?

4186 **City Manager Evans:** Madam Chair?

4187 **Chairperson Lanier:** Go ahead, sir.

4188 [Chuckles]

4189 **City Manager Evans:** As, as it, as it relates to the, the Items before the Board... This
4190 is a loaded question, right?

4191 **Councilperson Lawson:** Yes.

4192 **City Manager Evans:** But, what, whatever the decision the Board is, Staff is gonna
4193 make sure that we do everything in our power to mitigate the risk.., or, the, the issue for
4194 the, for the children. So, if it is that I have to call parents myself tomorrow, we'll create a
4195 phone bank and we'll spin up and spool up and do whatever is necessary to make the
4196 transition for, for parents, if that's the direction of the Board.

4197 So, what, whatever the decision is, we're gonna make it happen. And if it's us
4198 working through the weekend to be able to accommodate that, we certainly will do that.
4199 So, whatever the pleasure of the Board is, Staff will respond accordingly with the intent
4200 of minimizing the impact to the residents and the users of any programs. And, we'll be
4201 prepared and ready to spin up our operation or support the existing MOU.

4202 **Chairperson Lanier:** Very good. Thank...

4203 **Councilperson Lawson:** And fo'...

4204 **Chairperson Lanier:** ...you.

4205 **Councilperson Lawson:** Yeah. Follow up, Madam Chair. Thank you.

4206 **Chairperson Lanier:** Okay. Go ahead.

4207 **Councilperson Lawson:** Thank you.

4208 So, moving forward with that, if we decide to keep the MOU in place, what happens
4209 after that? What are we do'..., gonna do in regards to Parks & Rec program? What are
4210 we going to do in regards to working with this partnership? How are we gonna build our
4211 parks & Rec effectively? 'Cause there was comments made during this presentation that
4212 we're gonna build up our program, we're gonna work on our football program and these
4213 different activities. I know that Boys & Girls Club..., I grew up in the Boys & Girls Club and
4214 I just know the different programs that they have, academics, STEM, counseling. This is
4215 stuff that our City also can have, or partner with organizations to, to build and bridge that
4216 gap.

4217 I know that we need to put some resources, funding and support and build out our
4218 Parks & Rec program to a point where it can operate effectively, efficiently and we don't
4219 have any of the hiccups or hurdles. So, there's a lotta work that we need to do, but what
4220 exactly is going to happen, depending on what we vote on tonight?

4221 So, if we decide to keep this MOU in place, what steps are we taking? If we decide
4222 to terminate the MOU, what steps are we taking? So, that will help with my decision in
4223 regards to making this vote tonight.

4224 **City Manager Evans:** Madam Chair, if I may?

4225 **Chairperson Lanier:** Yes. Go ahead.

4226 **City Manager Evans:** And, and I'll certainly defer to Director Blankenship for more
4227 specificity. But, we are already getting spun up to have a series of community charettes
4228 with regards to recreational services and programming, specific to what we heard in the
4229 survey from the residents in the community.

4230 So, we were actually in the process of having community town hall meetings to
4231 hear from the community directly, what are some of the recreational programmings and
4232 offerings that we will be doing? And then ultimately, bring back that to the Board.

4233 Director Blankenship, is there any additional information you can add to that and
4234 the intent to reconstitute some of the programs that have gone away over the past couple
4235 years?

4236 **Parks & Recreation Director Blankenship:** Well, the... If I may, Madam Chair?
4237 The...

4238 **Chairperson Lanier:** Yes. Go ahead.

4239 **Parks & Recreation Director Blankenship:** It's two different... If the MOU stays, then
4240 we go into a transition with Boys & Girls Club to transition aftercare to Tate, the Boys &
4241 Girls Club. Summer is..., today was the last day of summer, so we don't begin transitioning
4242 summer 'til later on.

4243 So, assuming that the MOU stays, we transition the aftercare program with the
4244 Boys & Girls Club at Tate. Then, Recreation Staff starts working on expanding whatever
4245 we've got going on right now. And then, focusing on a, a fall menu of, of programs, a
4246 winter menu of programs. Some that we've been conducting and some that we haven't.
4247 The Boys & Girls Club may ask us to come in and assist them with some things in the
4248 aftercare program, as far as wellness, fitness or, or...

4249 [Inaudible dais comment]

4250 **Parks & Recreation Director Blankenship:** ...recreation type stuff.

4251 If the MOU goes away, or is terminated, then, as the City Manager said, we'll work
4252 with..., however we need to work with to contact whatever parents are being affected, to
4253 let them know that we do have an option for them under the City.

4254 Now, as far as the, the, the public meetings that are coming up as part of the
4255 visioning, you know, the, the Master Plan process is the point where we've done the, the
4256 outreach. We have the data from that. Now, we do what is, is called visioning. And,
4257 that's a couple of public meetings to bring the public in, show them the results of the, the
4258 surveys and then talk about what they would like to see. What their vision is of..., based
4259 on that information, how the Park system will look. What do we need to do? What are
4260 the priorities? And that's part of the visioning.

4261 Once the visioning is done, then we come..., that's when we come back to you guys
4262 and say, 'Okay. Here's what the citizens have said, here's what their vision is, and here's
4263 what Staff's recommendation is,' and we move forward.

4264 But, again, if the MOU is..., sticks, then we'll work with Boys & Girls Club to make
4265 the transition for aftercare. We don't have to worry about summer until several months
4266 down the road.

4267 If the MOU is, is unwound, then we have to work with the Boys & Girls Club to call
4268 those families that are affected to see if they wanna come over to our program. Or, if they
4269 wanna find a, another program somewhere else.

4270 We would have to, which I would..., the Boys & Girls Club would take the lead and
4271 have a discussion with Early Learning Coalition and, and their funders on getting our
4272 residents that aren't signed up, signed up for the vouchers and, and properly transition
4273 them.

4274 **Mayor Felder:** Madam Chair?

4275 **Chairperson Lanier:** Yes. Go ahead, sir.

4276 **Mayor Felder:** So, those hundred families have vouchers already?

4277 **Mr. S. Cornette:** No. [Inaudible]...

4278 **Chairperson Lanier:** You have to come to the podium, sir.

4279 **Mr. S. Cornette:** So, the hundred families that I'm referring to, there's gonna be two
4280 different subsets. You have 21st Century, who is gonna be priority. That's priority number
4281 one. Just so you [stammer], so, if they go to Bethune, if they go to certain schools within
4282 the [stammer]... There's only four schools that we currently..., that are currently 21st
4283 Century. If they attend those schools, they will be the first in line. Those will be the kids
4284 that we serve.

4285 The other subset will be ELC. All the other families that we were looking to..., any
4286 other families that we were gonna have out of the City of Riviera Beach, those were gonna
4287 be the families that we would be able to take care of. That is the hundred that I'm referring
4288 to. So, we're going to have to look at our capacity to ensure that we can take care of
4289 number one. 21st Century is gonna be a priority because that's where we're grant funded.

4290 Then, the priorities are gonna go beyond. So, that's where it's gonna be a little bit
4291 of cause for pause for us right now, and we gotta go back to the drawing boards, if this
4292 Committee votes down the MOU as it currently stands.

4293 **Mayor Felder:** Madam Chair, follow up.

4294 **Chairperson Lanier:** Yes. Go ahead, sir.

4295 **Mayor Felder:** Mr. Blankenship, a question was asked, how many kids have signed
4296 up for our afterschool program?

4297 **Parks & Recreation Director Blankenship:** Presently...

4298 **Mayor Felder:** [Inaudible].

4299 **Parks & Recreation Director Blankenship:** ...I don't know..., I don't have that
4300 number.

4301 **Mayor Felder:** Could, could we get... Is there somebody here that can...

4302 **Parks & Recreation Director Blankenship:** Well...

4303 **Mayor Felder:** ...give us a number?

4304 **Parks & Recreation Director Blankenship:** Mr. Franks or Ms. Bell may have it.

4305 **Chairperson Lanier:** Yeah. Ms. Franks, you can come to the podium, please.

4306 **Parks & Recreation Assistant Director Franks:** Good evening.

4307 **Chairperson Lanier:** Yes, good evening. Could you shed some light on the
4308 number of individuals that have signed up for the...

4309 **Parks & Recreation Assistant Director Franks:** We wouldn't...

4310 **Chairperson Lanier:** The summer program?

4311 **Parks & Recreation Assistant Director Franks:** ...have that because of...

4312 **Chairperson Lanier:** Mayor?

4313 **Parks & Recreation Assistant Director Franks:** ...the MOU, we are on hold.

4314 **Chairperson Lanier:** I'm sorry.

4315 **Mayor Felder:** We can't hear.

4316 **Chairperson Lanier:** Take it down a little bit.

4317 **Parks & Recreation Assistant Director Franks:** Because of the MOU and the
 4318 reconsideration, we are on hold. So, Staff was...

4319 **Chairperson Lanier:** Oh, I see. They're..., you're on hold because of it.

4320 **Councilperson Botel:** I have a question for...

4321 **Mayor Felder:** So, so that would be...

4322 **Councilperson Botel:** Oh.

4323 **Chairperson Lanier:** Oh. Go ahead, Mayor.

4324 **Mayor Felder:** So, that's no kids?

4325 **Parks & Recreation Assistant Director Franks:** Parents are waiting to hear from
 4326 us. And it's important to point out, we have a childcare license. We must have a ratio,
 4327 must meet the capacity. If we go over that, we lose our childcare license. That is why
 4328 you see the numbers that you see. It is a ratio versus Staff versus children.

4329 So, you can't get two hundred and seventy-five in a gym. We'd violate all of our
 4330 funding, all of our grants.

4331 **Mayor Felder:** Because you don't have the Staff? For two hundred and seventy-
 4332 five?

4333 **Parks & Recreation Assistant Director Franks:** Because, if we don't..., if we violate
 4334 our ratio...

4335 **Mayor Felder:** Right.

4336 **Parks & Recreation Assistant Director Franks:** ...versus kids, we..., in other
 4337 words, every facility, Wells and Tate's, has been licensed. If we go over our capacity or
 4338 ration, we violate our license. That is why you see fifty kids, because we are licensed for
 4339 fifty. They do it based on stalls versus parking lot..., park'... It's a whole...

4340 **Chairperson Lanier:** I see.

4341 **Parks & Recreation Assistant Director Franks:** ...formula. It's more to this
 4342 [inaudible].

4343 **Chairperson Lanier:** I see. Very good. Mayor?

4344 **Mayor Felder:** [Inaudible].

4345 **Councilperson Botel:** Madam Chair?

4346 **Chairperson Lanier:** Ms. Aladia? Aladia? Ms. Franks? I'm sorry. Ms. Botel...

4347 **Councilperson Botel:** Thank you.

4348 **Chairperson Lanier:** ...has a question.

4349 **Councilperson Botel:** This may seem out of the blue. But, are there things in this
 4350 MOU that you would like to see changed?

4351 **Parks & Recreation Assistant Director Franks:** I'm a little emotional too.
 4352 [Inaudible] Mr. Cornette.

4353 **Councilperson Botel:** I'm sorry. Say...

4354 **Parks & Recreation Assistant Director Franks:** 'Cause we have passion for kids,
 4355 so this is bigger than just...

4356 **Councilperson Botel:** Could you, could you just lower your mask?

4357 **Parks & Recreation Assistant Director Franks:** I'm sorry guys. [Chuckle].

4358 Of course we would like to partner with the Boys & Girls Club. But there is a sit
 4359 down discussion that a little more detail.

4360 **Councilperson Botel:** Okay.

4361 **Parks & Recreation Assistant Director Franks:** Because, we're [inaudible] there's
 4362 so much to this. Our facility., it's just a lot. And I welcome an opportunity... We, the
 4363 Staff, there's fear and everything. We just need answers. And I thinks that's most
 4364 important.

4365 **Councilperson Botel:** Okay.

4366 **Parks & Recreation Assistant Director Franks:** Just put everybody, even Mr.
 4367 Cornette, you can feel the passion. But, we just need to talk.

4368 **Councilperson Botel:** Okay. Thank you.

4369 **Parks & Recreation Assistant Director Franks:** Thank you.

4370 **Councilperson Botel:** Appreciate it.

4371 **Chairperson Lanier:** Thank you. Very good.

4372 **Mayor Felder:** One more thing, Madam Chair?

4373 **Chairperson Lanier:** Go ahead. [Chuckle].

4374 **Mayor Felder:** And I'm done.

4375 So, and..., I don't know if my colleagues, Councilman McCoy, being that we can
4376 only take fifty kids in our program anyway, is there something in the MOU we can work
4377 out to say, 'Okay. I'm gonna take fifty.' At least we know those fifty would be... Because,
4378 if we can't take a hundred, and there's a hundred kids that have signed up for Boys &
4379 Girls, then what are we gonna do with the other fifty anyway?

4380 **Parks & Recreation Director Blankenship:** Well, if I may, Madam Chair? Let me
4381 clarify. The fifty is a, is a COVID number. That's a reduction because of COVID.

4382 **Chair Pro Tem Miller-Anderson:** But, we didn't...

4383 **Councilperson Lawson:** Madam...

4384 **Chair Pro Tem Miller-Anderson:** ...have COVID in 2019.

4385 **Mayor Felder:** Right.

4386 **Chairperson Lanier:** Right.

4387 **Chair Pro Tem Miller-Anderson:** We had forty.

4388 **Councilperson Lawson:** Madam Chair?

4389 **Chairperson Lanier:** Hold on a second, Mr... The...

4390 **Mayor Felder:** Thank you.

4391 **Chairperson Lanier:** ...Mayor is'..., isn't finished yet.

4392 **Mayor Felder:** I thought we just was licensed for fifty. I thought I just heard we were
4393 licensed for fifty. Is that, is that...

4394 [Inaudible comments]

4395 **Parks & Recreation Assistant Director Franks:** Mayor, could you repeat...

4396 **Chairperson Lanier:** You can, you can take your mask down, then you can
4397 answer...

4398 **Parks & Recreation Assistant Director Franks:** I'm so, I'm so afraid of COVID.

4399 **Mayor Felder:** She said we're licensed for fifty, for afterschool program.

4400 **Parks & Recreation Assistant Director Franks:** Ms. KaShamba Miller-Anderson
4401 may recall that in 2015, when we were licensed, we came before Council, we were
4402 approved for our license based on the Staff that... And then, not only that. There's a
4403 formula that the Child Advisory Board comes in, based on the number of bathrooms,
4404 parking lots. So we..., the license says how much..., how many kids we can have. We
4405 can't just put four hundred kids here because...

4406 **Mayor Felder:** Right.

4407 **Parks & Recreation Assistant Director Franks:** ...we'd...

4408 **Chairperson Lanier:** I see.

4409 **Parks & Recreation Assistant Director Franks:** ...violate our license.

4410 **Mayor Felder:** So, so, Ms. Franks...

4411 **Parks & Recreation Assistant Director Franks:** So...

4412 **Mayor Felder:** ...so right now, right now, today, we're licensed for how many?

4413 **Parks & Recreation Assistant Director Franks:** For aftercare, up to fifty, based on
4414 the Staff ratio.

4415 **Mayor Felder:** Fifty?

4416 **Parks & Recreation Assistant Director Franks:** Yes.

4417 **Mayor Felder:** So, they signed up a hundred kids already. Boys & Girls. And, and
4418 I know this is gonna go back and forth but right now, the kids are gonna be in the middle.
4419 Right? So, if we say we..., let's give Boys & Girls fifty and the City can take fifty until we
4420 work it out, I think that... The problem will be solved for a little while, until we figure out
4421 [inaudible]. Because we can't take a hundred. We're not licensed for a hundred.

4422 **Parks & Recreation Assistant Director Franks:** If I could have a sit down with the
4423 Transition Plan. I just..., to figure out...

4424 **Mayor Felder:** Okay.

4425 **Parks & Recreation Assistant Director Franks:** ...what we're gonna do. That's
4426 important.

4427 **Chairperson Lanier:** Okay. Very good.

4428 **Parks & Recreation Assistant Director Franks:** Probably can it work.

4429 **Mayor Felder:** Okay.

4430 **Chairperson Lanier:** Mr. Lawson.

4431 **Councilperson Lawson:** Thank you, Madam Chair.

4432 And that was my question, to follow up with the Mayor. Mr. Evans or Mr.
4433 Blankenship. What are the details or financial implications of running both programs?

4434 **Parks & Recreation Director Blankenship:** For the...

4435 **Councilperson Lawson:** Because, as of right... For this aftercare program. Because
4436 as of right now, from what I'm seeing, is the only concern that we're addressing, while we
4437 try to have Staff and have our team rework this MOU, and have discussions on the MOU,

4438 is the aftercare program that started three days ago. Transferring services as of August
4439 1st, for afterschool What is the financial implications of running both programs?

4440 **City Manager Evans:** Madam Chair, if I may?

4441 **Chairperson Lanier:** Yes. Go ahead.

4442 **City Manager Evans:** As it stands right now, based on the, the, the volume and the
4443 number [stammer], unless we increase the fees, the programs will both run at a deficit.

4444 **Councilperson Lawson::** I'm sorry. I couldn't hear you, Mr. Evans.

4445 **City Manager Evans:** Madam Chair, if I may?

4446 **Chairperson Lanier:** Go ahead.

4447 **City Manager Evans:** If, if we run the programs at the existing fee structure that's in
4448 place currently, both programs will run at a deficit. If you increase the cost associated
4449 with the programs, then they can be a breakeven proposition. Because of the capacity
4450 numbers, we are limited, and based on the licenses, we are limited on how many persons
4451 we can be able to accommodate.

4452 **Councilperson Lawson::** So, Mr. Evans, as, as you stated, and just a follow up. You
4453 guys will get on the phones, we would recruit kids for this program. We haven't done any
4454 work yet to bring it in, but as Mr. Blankenship and Ms. Franks stated, we are ready to go.

4455 So, operating in a deficit for this aftercare program, I think would give us enough
4456 time to not destroy or hurt the relationship we've built with the Boys & Girls Club to
4457 continue to work on it, and have Staff further have discussions. Because the next item
4458 on here is the buses, and then the summer program. But then, still operating, and then
4459 giving more space and opportunity for parents to be involved and just giving the additional
4460 fifty that we can handle the opportunity to be a part of our program while allowing for Boys
4461 & Girls Club to still be fun'.., funded and supported by the City.

4462 Even if it does operate at a deficit for this time being, it gives us an opportunity to
4463 build it out properly and put the resources in the Parks & Rec. 'Cause we're looking at a
4464 six month period.

4465 So that means, they've already started the process. We approved an MOU, why
4466 don't we just give the opportunity for finding the funding. 'Cause we find money for
4467 everything else, find the funding for these fifty families and fund our Parks & Rec program
4468 while we're building it out properly, while we're allowing for Staff to meet with the Par'..,
4469 Parks & Rec and build out what we would like to see, and then have some community
4470 charettes so that we're not making a rush decision. 'Cause as of right now, Councilman
4471 McCoy wants to throw out an MOU that we approved, which I'm seeing the reasons
4472 behind it because we just did not do our due diligence in preparing for this. And, honestly,
4473 our.., Mr. Evans, we were left in a position to approve something that, that did not have
4474 all the details behind it, outlining what was gonna be the implications on us.

4475 So, it's making [stammer], making right a wrong that we've done, but not
4476 jeopardizing the parents, not jeopardizing these kids. Ms. Brabham said, the most
4477 important thing is these kids. So, can we find the resources for these fifty children, fund
4478 our Parks & Recs program and move forward while we create a proper built-out MOU and
4479 move forward with both programs? Because it's gonna do nothing but give more families
4480 opportunities as of right now. And then we can build the MOU out properly, that's gonna
4481 be reflective of what the community wants to see.

4482 **Chairperson Lanier:** Very good.

4483 Mr. Evans, do you wanna answer that so we call...

4484 **City Manager Evans:** Sure.

4485 **Chairperson Lanier:** ...this question, please?

4486 **City Manager Evans:** Sure.

4487 Madam Chair, the, the monies are in the budget already for this fiscal year and
4488 next fiscal year. So, if we wanted to run the program, we..., the monies are there. So, it's
4489 just a matter of us making contact with the appropriate persons and spinning up the
4490 program.

4491 **Councilperson Botel:** Madam Chair?

4492 **Chairperson Lanier:** Yes. Go ahead.

4493 **Councilperson Botel:** So, Mr. Evans, are you saying that we can keep this MOU in
4494 place and, in addition, have Parks & Rec run an afterschool program?

4495 **City Manager Evans:** Yes, Madam Chair.

4496 **Councilperson Botel:** Okay.

4497 **City Manager Evans:** I mean, Councilperson. Sorry.

4498 **Chairperson Lanier:** [Chuckle]. Alright. Very good.

4499 **Councilperson Lawson:** So...

4500 **Chair Pro Tem Miller-Anderson:** What is...

4501 **Councilperson Lawson:** Ma'... I guess... I'm sorry. Madam Chair?

4502 **Chairperson Lanier:** Alright. Let me let Ms. Anderson go, and then I'll let you go.

4503 **Councilperson Lawson:** Okay.

4504 **Chair Pro Tem Miller-Anderson:** I was just gonna make sure that we just repeat
4505 what the motion is we're getting ready to vote on before we vote.

4506 **Chairperson Lanier:** Alright. Very good.

4507 The motion on the floor is to reject the MOU for Boys & Girls Club but come back
4508 to revisit this MOU so that we can have some input from this Board and from the public
4509 in regards to how we will move forward with...

4510 **Councilperson Botel:** Wait...

4511 **Chairperson Lanier:** ...with the Boys & Girls Club.

4512 And I wanna be clear...

4513 **Councilperson Botel:** Ma'.., Madam Chair?

4514 **Chairperson Lanier:** ...this is [stammer] **we** wanted to move forward with the Boys
4515 & Girls Club, just not in this current form.

4516 But, go ahead.

4517 **Councilperson Botel:** I'm not sure that was the motion. I mean, did Mr. McCoy's
4518 motion indicate...

4519 **Chairperson Lanier:** It was so long ago.

4520 **Councilperson Botel:** Yeah. I know. I think Mr. McCoy's motion was simply to reject
4521 the MOU. Not.., I don't think Mr. McCoy had a provision for it coming back. Did he?

4522 **Chairperson Lanier:** Madam Clerk, what do we have on the floor?

4523 **City Clerk Anthony:** The motion on the floor is to reject the MOU.

4524 **Councilperson Botel:** Right.

4525 **City Clerk Anthony:** Period.

4526 **Councilperson Botel:** Period.

4527 **Chairperson Lanier:** Period. Alright. Very good. That is the motion. That is where
4528 we are.

4529 Any other questions?

4530 **Councilperson Botel:** Yes. I need clarification from...

4531 **Chairperson Lanier:** Go ahead.

4532 **Councilperson Botel:** ...my colleagues because if I vote yes, simply because I
4533 wanna bring it back, then I might be jeopardizing the p'.., the rejection of the motion. So,
4534 I guess before I vote, I would like to have a sense of how my colleagues are gonna vote
4535 because then I know.., because, I want to continue the MOU with the proviso that Staff
4536 have input, that Staff sit down, iron out whatever issues there are and come up with
4537 recommendations to make it the best possible thing for our kids.

4538 And, but, on the other'..., but if I vote yes, and jeopardize the continuance of the
4539 MOU, then I've kicked myself [chuckle]...

4540 **Chairperson Lanier:** [Chuckle].

4541 **Councilperson Botel:** Do you know what I mean? So, I guess I just want a sense, if
4542 I could, have a sense from my colleagues about how they're going to vote because...

4543 [Inaudible comment]

4544 **Councilperson Botel:** that...

4545 **Chairperson Lanier:** That's...

4546 **Councilperson Botel:** There's a difference to me.

4547 **Unknown:** Just call the vote.

4548 **Chairperson Lanier:** Alright. So, anybody want to address that, because we're
4549 gonna go...

4550 **Councilperson Lawson::** Well...

4551 **Chairperson Lanier:** ...ahead and call...

4552 **Councilperson Lawson::** Well, I did, I did have a question. 'Cause I just wanted to get...

4553 **Chairperson Lanier:** Okay.

4554 **Councilperson Lawson::** ...clar'...

4555 **Chairperson Lanier:** Let, let...

4556 **Councilperson Lawson::** Madam Chair?

4557 **Chairperson Lanier:** ...us... No. You go ahead and go, but let us...

4558 **Councilperson Lawson::** Thank you.

4559 **Chairperson Lanier:** ...[stammer] let that be our last question. We wanna go ahead
4560 and, and move forward with this motion on floor. But go ahead, sir.

4561 **Councilperson Lawson:** Okay. Yeah. I just wanted to get clarity 'cause Mr. Evans did
4562 say that we had the money in the budget to operate with our fifty children. But, I wanna
4563 understand what is the transfer of vouchers, what is the impact to Boys & Girls Club?
4564 Like, how, how does that work? Were we gonna be funding these? Were there specific
4565 vouchers that we had to hand over? I, I don't understand those details of, of handing over
4566 our aftercare program.

4567 And...

4568 **Parks & Recreation Director Blankenship:** Well...

4569 **Councilperson Lawson:** ...my second caveat, and to follow up with that, Mr.
4570 Blankenship, is to ask Councilman McCoy if he would have a interest in amending his
4571 motion to allow for us to move forward with funding both programs, but putting a pause
4572 or freeze on the remainder of the MOU until it's properly outlined.

4573 So, instead of throwing the entire MOU out, allow for us to start with both programs,
4574 if we can understand the funding aspect, move forward with the aftercare program,
4575 properly work on the remaining MOU to outline it, and then have it readdressed, as
4576 opposed to just throwing the entire MOU out?

4577 So, those are just some ideas. If you can answer the first part, Mr. Blank'... Or,
4578 Mr. Evans.

4579 **City Manager Evans:** Madam Chair...

4580 **Chairperson Lanier:** Yes. Go ahead, sir.

4581 **City Manager Evans:** ...Director Blankenship can address those...

4582 **Parks & Recreation Director Blankenship:** Madam Chair, I'm gonna appeal to Mr.
4583 Cornette because they..., the Boys & Girls Club will be the lead in making that transition
4584 with the Early Learning Coalition contract, and the Century 21. And that is something that
4585 you..., we don't have Century 21. So, that is something that would be new for, for these
4586 kids. So.

4587 **Mr. S. Cornette:** [Inaudible].

4588 **Chairperson Lanier:** You don't need your... Yeah.

4589 **Mr. S. Cornette:** [Inaudible].

4590 **Chairperson Lanier:** [Chuckle]. Sorry about that. I see your foot but sorry, I...

4591 **Mr. S. Cornette:** It's my Achilles.

4592 So, the way that it wor'..., would work in terms of the ELC, is that we would have
4593 to work with Parks & Recreation. And that's been the entire time, my whole thing, was
4594 working with Parks & Recreation. They..., it wasn't to eliminate anything and I think, as I,
4595 you know, met with Blankenship and, and his team, is that was one of the, the things that
4596 I mentioned firmly.

4597 But, the reality of it is, the transfer would be able to look at the kids that are currently
4598 on ELC, that are at the Parks & Recreation Department, and work with ELC to provide
4599 trans'..., transition over. As well as those new members that may not have ELC and may
4600 not come with any funding source. That's where the county, and their sponsorship, would
4601 come and be vital. Because, those parents may not come with any funding, which we
4602 would need the county support. The support of Riviera Beach.

4603 **Chairperson Lanier:** Very good.

4604 **Councilperson Lawson:** So, as a.., to that point, Madam Chair. That, that's why I would
4605 absolutely want us to support moving forward with both programs. Correcting and fixing
4606 this MOU and giving additional opportunities for our families. 'Cause that opens up fifty
4607 more slots, based upon what we're doing. Our Staff can work with our Directors with the
4608 program at Boys & Girls Club, and we can build out exactly what we want the MOU to
4609 look like.

4610 So, I was going to ask my colleague, Councilman McCoy, if he'd be interested in
4611 a friendly amendment to his motion. Instead of throwing the entire MOU out, giving our
4612 Staff an opportunity to fix this and adding fifty more slots to this program, building it out
4613 with the proper Staff and Parks & Rec, and working together.

4614 [Inaudible audience comment]

4615 **Chairperson Lanier:** Mr. McCoy?

4616 **Councilperson McCoy:** Thank you, Madam Chair.

4617 I, you know, I don't have a problem with them working together. I mean, I think
4618 that's whole point and intent. But, Councilman Lawson, let's get back to the fundamental
4619 purposes of why we're already wrestling over a Resolution, not an Ordinance, for over an
4620 hour, probably an hour and a half at this point.

4621 The very thing that you're saying, is what should've occurred before this got to us.
4622 And, you know, it's a process issue. Let me rein'.., reinforce that. It's nothing about the
4623 relationship, it's just this is a lot of pressure, being a legislative [stammer] a legislative
4624 officer of this body to deal with something like this.

4625 So, I, I certainly would ask that they work together, but you can't make a aleatory
4626 contract where we just have asked to vote on something and then it has all these
4627 implications that nobody thought it was important.

4628 And then, I'll be darned. What the heck do we have a cover sheet for that says
4629 fiscal impact, if nobody wants to put down what the true fiscal impact.., if this is something
4630 that we're clearly finding out, is exactly that? And, I mean, that's so not fair. I just feel
4631 really let down as a Member of this body and we're basically, again, from Procurement to
4632 solicitation to contract with no price in it. What are we doing.

4633 I'm okay [inaudible] have a discussion.

4634 **Councilperson Lawson:** And, and I'm, I'm in agreement, Madam Chair, with
4635 Councilman McCoy. It's, it's, it's frustrating. I, I think as a legislative body, as the
4636 electeds, I, I want us to try to make it right. Because I don't want our parents to suffer.

4637 And, I, I completely agree with Councilman McCoy thought, we're in a bad position
4638 because our goal is.., our fiduciary responsibility, as I always say, to our taxpayers, 'cause
4639 now this is gonna be an impact on our budget in regards to trying to provide these
4640 additional fifty resources, and we're having a discussion that we should've had about a
4641 month and a half ago.

4642 **Chair Pro Tem Miller-Anderson:** Madam Chair?

4643 **Councilperson Lawson:** I say we... Go ahead.

4644 **Chair Pro Tem Miller-Anderson:** No. He can...

4645 **Chairperson Lanier:** No, no. Finish up, sir.

4646 **Councilperson Lawson:** I'm, I'm saying that we go ahead and put a freeze on the rest
 4647 of the MOU, proceeding with the only portion of the aftercare program, while creating
 4648 additional slots for our Parks & Rec to build out the program properly so we can keep our
 4649 Parks & Rec in place, and having our Staff move forward with this program, is what I
 4650 would like to see.

4651 And it gives the opportunity for Staff and for Boys & Girls Club to build a MOU that
 4652 the community can love and respect and build that partnership. 'Cause, at the end of the
 4653 day, we just wanna work together as we all...

4654 **Mr. S. Cornette:** Part of that... So, if you...

4655 **Chairperson Lanier:** Hold on, one second, sir. One second.

4656 Go ahead, Commissioner Anderson.

4657 **Chair Pro Tem Miller-Anderson:** I was just going to say, if we could go ahead and
 4658 call the question. We have to get rid of this. And if he's not going to amend his motion,
 4659 we can get rid of this and then we can entertain something else.

4660 But we're, we're really, like, going back and forth. Pretty much saying the same
 4661 thing over and over.

4662 **Councilperson Botel:** Yeah.

4663 **Chair Pro Tem Miller-Anderson:** And, I think the point has been made. You
 4664 know? And we just need to make a decision one way or the other. If we haven't
 4665 convinced each other or changing our minds.

4666 **Chairperson Lanier:** I agree. Alright. So, if not, we're gonna call the question.
 4667 Madam Clerk, let's go.

4668 **City Clerk Anthony:** Councilperson Lawson?

4669 [Pause]

4670 **Councilperson Botel:** Did you wanna restate the motion ju'..., just so we're clear...

4671 **City Clerk Anthony:** The motion on the floor...

4672 **Councilperson Botel:** ...about this.

4673 **City Clerk Anthony:** ...is to terminate the MOU with the Boys & Girls Club of Palm
 4674 Beach County.

4675 **Councilperson Botel:** Thank you.

4676 **Councilperson Lawson:** No.

4677 **City Clerk Anthony:** Councilperson McCoy?

4678 **Councilperson McCoy:** Yes.

4679 **City Clerk Anthony:** Councilperson Botel?

4680 **Councilperson Botel:** No.

4681 **City Clerk Anthony:** Pro Tem Miller-Anderson?

4682 **Chair Pro Tem Miller-Anderson:** No.

4683 **City Clerk Anthony:** Chair Lanier?

4684 **Chairperson Lanier:** Yes. Motion fails. The MOU stays in place. And, if we wanna
 4685 have another motion or any discussion after that, we should do so right now.

4686 **Councilperson Botel:** Madam Chair?

4687 **Chairperson Lanier:** Yes. Go ahead.

4688 **Councilperson Botel:** I, I would like to make a recommendation that Mr. Blankenship
 4689 sit down with Staff and, and be sure that all of the, and I hate to use the word kinks. It's
 4690 not really.., they're not really kinks, but it seems to me from what we've heard from the
 4691 community and from what I have now been hearing from Staff, is that there are issues
 4692 that need to be worked out.

4693 And I don't wanna make a motion, I don't wanna get involved in the weeds of it, I
 4694 trust our Staff to do what's right. It's right for our kids that we move forward with this
 4695 MOU, it serves the, the greatest number of kids, it puts into place a program that
 4696 benefits.., benefits the community.

4697 And so, I, I, I don't think we need to beat this horse anymore tonight. It's.., I have
 4698 to get up at 4:30 in the morning [chuckle] to get on a plane, and I don't wanna.., I don't
 4699 wanna be here any longer, and I don't think you do either. So, let's just let Staff work this
 4700 out, begin to communicate. We recognize that there were issues with the way this was
 4701 presented to begin with. Okay. We get that. And this, hopefully, will not happen again.
 4702 But, and I trust that it won't.

4703 But, I think we have to rely on Staff to work this out, such that the community
 4704 understands that this is a good thing for our kids and our families. 'Cause part of the
 4705 reason we were getting these calls is that the community did not understand the impact
 4706 of this, on themselves, their kids, the Staff, and everything.

4707 So, it's really an issue of communication. So, I, I would hope that that can take
 4708 place going forward. I'm glad that we've approved continuing with this MOU, but I do

4709 really trust that Staff is gonna work out the issues to, to, to the satisfaction of, of the Parks
4710 & Rec Staff and the community.

4711 Thank you.

4712 **Councilperson Lawson:** Madam Chair?

4713 **Chair Pro Tem Miller-Anderson:** Go ahead.

4714 **Councilperson Lawson:** Yeah. I'm, I'm..., I'd actually prefer to make a substitute motion
4715 in continuation of that, because I, I do trust that Staff will get this worked out, but I wanna
4716 give them direction so that it's not a, a, assumed, and it's an actual voted on Item, that
4717 we move forward with creating the additional slots with our Parks & Rec program, and
4718 putting a freeze on the remaining MOU terms outside of the aftercare program until we've
4719 had an opportunity to revisit the MOU. And that's my...

4720 **Chair Pro Tem Miller-Anderson:** Is there a second?

4721 **Councilperson Lawson:** ...motion, Madam Chair.

4722 [Pause]

4723 **Councilperson McCoy:** I'm, I'm not... Madam Chair?

4724 **Councilperson Miller-Anderson:** Yes.

4725 **Councilperson McCoy:** I'm not even sure I understood what all of that meant.
4726 [Chuckle]. Councilman Lawson?

4727 **Councilperson Lawson:** The, the motion is to create the additional slots with our
4728 aftercare program and freeze the remaining terms of the MOU until Staff has reviewed.

4729 **Chair Pro Tem Miller-Anderson:** Is there a second? [Pause]. Now, Ms. Lanier
4730 had to go out to the restroom and we thought we were ki'..., we..., we're both in need of
4731 getting to the restroom. So, she went out, so if we could just kinda hold off for a second,
4732 because I don't know if she would second it or not. But, we thought we were kinda at a
4733 safe point to be able to break for a second. But, it looks like we're not.

4734 So, I would ask that we kinda wait. But go ahead.

4735 **Councilperson McCoy:** Thank you, Madam Chair for that consideration.

4736 Councilman Lawson?

4737 **Councilperson Lawson:** Sir.

4738 **Councilperson McCoy:** I mean, I, I don't understand what you're asking. I mean, isn't
4739 that understood already? Everything that you said should be already something that Staff
4740 is having a fluid discussion and conversation on. I, I mean..., I understand you wanna
4741 solidify it in a motion, but isn't that the expectation?

4742 **Unk.:** Mhmm.

4743 **Councilperson McCoy:** ...of...

4744 **Councilperson Lawson:** I mean, the expectation...

4745 **Councilperson McCoy:** ...how this...

4746 **Councilperson Lawson:** ...was that...

4747 **Councilperson McCoy:** Because, that's how..., that's what brought this MOU, that...

4748 **Councilperson Lawson:** Mhmm.

4749 **Councilperson McCoy:** ...somebody should've been talking to somebody. But, I
 4750 mean, apparently that didn't materialize in the actual black and white document. That...

4751 **Councilperson Lawson:** Mhmm.

4752 **Councilperson McCoy:** ...I mean, I, I don't understand.

4753 **Councilperson Lawson:** So, that's why I wanna give clear direction and have a vote
 4754 done, so that Staff understands exactly what we want and not just assume, because it
 4755 wasn't done previously. And right now, we're sitting in a position where we had to make
 4756 this tough decision.

4757 **Chair Pro Tem Miller-Anderson:** Okay. So, since [stammer] Ms. Lanier is back,
 4758 do you wanna restate what you just said, Mr. Lawson?

4759 **Councilperson Lawson:** Thank you, Madam Chair.

4760 I'd like to make a motion to freeze the terms of the MOU, outside of the afterschool
 4761 program that started August 1st, and allow for Staff to negotiate the terms of this MOU
 4762 and bring back, before the Board, prior to the remaining terms in the MOU. Because I
 4763 believe that we have item 1(a) is the only thing we should be following.

4764 **Chairperson Lanier:** Second.

4765 **Councilperson Botel:** Madam Chair?

4766 **Chairperson Lanier:** Yes. Go ahead.

4767 **Councilperson Botel:** I have a question for Mr. Blankenship and Steve. How does
 4768 freezing the terms of the MOU, with the exception of the afterschool program, impact...

4769 **Mr. S. Cornette:** We're not, we're not, you know... I would..., we're... The, the one
 4770 reason that we came up...

4771 Madam Chair? I'm sorry.

4772 **Chairperson Lanier:** Go ahead.

4773 **Mr. S. Cornette:** The one reason why we came up with this MOU is to have a clear
4774 delineation of our partnership with the City of Riviera Beach. If you are talking about
4775 pausing, we are putting our resources up top, upfront to where we have four certified
4776 teachers that come in every day. We have teachers, we have staff. You know, we're a
4777 facility. We're just asking...

4778 **Chairperson Lanier:** Just answer the question, sir. Thank you so much.

4779 **Mr. S. Cornette:** But we're asking for the county's support. That is the reason why
4780 this MOU was created in the first place.

4781 **Chairperson Lanier:** Alright. Thank you, sir.

4782 **Parks & Recreation Director Blankenship:** Madam Chair, if I...

4783 **Chairperson Lanier:** Yes. Go ahead.

4784 **Parks & Recreation Director Blankenship:** ...can answer?

4785 One issue may be the buses. That's one of the items in the MOU, and if we do the
4786 aftercare program, they may need the buses to provide transportation. Now, that's not a
4787 given that they're gonna want the buses. They need to inspect them first. So, that would
4788 be the only, you know, if we just..., if the direction was to transition the aftercare program,
4789 you know, that, that's doable, pending further direction on the rest of the MOU.

4790 But the only sticking point may be the buses. Because, they may need additional
4791 transportation.

4792 **City Manager Evans:** Madam Chair, if I may?

4793 **Chairperson Lanier:** Yes. Go ahead, sir.

4794 **City Manager Evans:** If transportation is the only issue, I think we can resolve the
4795 issue. We will..., we'll find a way to partner up with a vendor or if we have to, you know,
4796 work with our, our fleet department and look at our inventory of rolling stock. We, we can
4797 see what we can do and, and finding a solution.

4798 So, if that's the only issue, I think conceivably, we can work through that.

4799 **Chairperson Lanier:** Very good.

4800 Any other questions in regards to this motion that has been made and seconded?
4801 [Pause]. Very good. Madam Clerk.

4802 **City Clerk Anthony:** Councilperson McCoy?

4803 **Councilperson McCoy:** Yes.

4804 **City Clerk Anthony:** Councilperson Botel?

4805 **Councilperson Botel:** Yes.

4806 **City Clerk Anthony:** Councilperson Lawson?
4807 **Councilperson Lawson:** Yes.
4808 **City Clerk Anthony:** Pro Tem Miller-Anderson?
4809 **Chair Pro Tem Miller-Anderson:** No.
4810 **City Clerk Anthony:** Chair Lanier?
4811 **Chairperson Lanier:** Yes. Motion carries. Dissenting vote, Com'.., Commissioner
4812 Miller-Anderson.

4813 And that Item has been beat to death. But hey, we got it worked out. We are so
4814 glad that we're still in the partnership with the Boys & Girls Club, that is what we want.
4815 We just want it to be for the best interest of the children in Riviera Beach, and for the best
4816 interest of the people who actually live in this City.

4817 Very good.

4818 Next Item, Madam Clerk.

4819 **12. PLANNING AND ZONING BOARD APPOINTMENTS**

4820 **CLARENCE SIRMONS, DEVELOPMENT SERVICES DIRECTOR, 561-845-4060**

4821 **Chairperson Lanier:** Mr. Evans.

4822 **City Manager Evans:** Madam Chair and Members of the Board, this Item before you
4823 this evening is seeking the appointment to fill some vacancies on the Planning & Zoning
4824 Board.

4825 At this particular moment, Director Sirmons from Development Service is here to
4826 provide a presentation or answer any questions the Board may have.

4827 **Councilperson McCoy:** Madam Chair?

4828 **Chairperson Lanier:** Yes, sir.

4829 **Councilperson McCoy:** I move that we accept the appointment, however, I would only
4830 ask that we currently move the one alternate into a regular voting member position
4831 because that's not the way it's listed here. But I certainly wanna give the person that's
4832 sitting in the alternate spot, move them up as a regular member instead. That will be my
4833 recommendation.

4834 And that's...

4835 **Chairperson Lanier:** Very good.

4836 **Councilperson McCoy:** ...my motion.

4837 **Councilperson Botel:** Second.

4838 **Chairperson Lanier:** Okay.

4839 **Councilperson Botel:** Madam Chair?

4840 **Chairperson Lanier:** Yes, sir. I'm sorry. Yes, ma'am.

4841 **Councilperson Botel:** [Chuckle]. I'm, I'm having trouble bringing my Agenda back
 4842 up in front of me, but I think I had some concerns when I looked at it earlier, that Mr.
 4843 Fernandez is on here, but I don't.., I don't rem'.., and Mr. Barnes as backup, is there. But,
 4844 I didn't see Mr. Barnes in the body of the motion. Again, I'm sorry. I can't read it here
 4845 'cause I'm not getting connected.

4846 **Chair Pro Tem Miller-Anderson:** And it was something about Ms. Cruz. I didn't
 4847 see anything for her.

4848 **Chairperson Lanier:** Mr...

4849 **Councilperson Botel:** So I guess I just... Yeah. I, I just need clarifi'.., thank you. I
 4850 just clarification about.., does the motion include everybody? I mean, does...

4851 **Development Services Director Sirmons:** The recommendation before you
 4852 includes the action of appointing Mr. Frank Fernandez as a full voting member. The
 4853 second component is to [stammer] appoint Mr. Russell Barnes to the position of second
 4854 alternate.

4855 **Councilperson Botel:** And just... Okay. Thank you.

4856 **Chair Pro Tem Miller-Anderson:** Madam...

4857 **Chairperson Lanier:** Yes. Go ahead.

4858 **Chair Pro Tem Miller-Anderson:** Why does it have on here, recommend appoint
 4859 Ms. Darlene Cruz as position of second alternate?

4860 **Development Services Director Sirmons:** There is some issue with the
 4861 Agenda software, where some of these memos are reflecting documents that were taken
 4862 down and replaced with updated ones.

4863 **Councilperson Botel:** Okay.

4864 **Development Services Director Sirmons:** And that was the issue I had...

4865 **Unk.:** Uhuh.

4866 **Development Services Director Sirmons:** ...with my prior Agenda Item.

4867 **Councilperson Botel:** So the only...

4868 **Development Services Director Sirmons:** It should reflect the appointment of
 4869 Mr. Fernandez as full voting member, and the alternate, second position, Mr. Russell
 4870 Barnes.

4871 **Chair Pro Tem Miller-Anderson:** Okay.

4872 **Councilperson Botel:** Okay.

4873 **Chair Pro Tem Miller-Anderson:** And Cruz...

4874 **Development Services Director Sirmons:** Apology for that.

4875 **Chair Pro Tem Miller-Anderson:** ...is not in'.., on there at all?

4876 **Development Services Director Sirmons:** Correct. She is not on the
 4877 recommended Item at all.

4878 **Councilperson Botel:** Okay.

4879 **Chair Pro Tem Miller-Anderson:** Okay.

4880 **Chairperson Lanier:** So, there's a motion on the floor.

4881 **Councilperson Botel:** Madam Chair, one quick thing, please.

4882 **Chairperson Lanier:** Go ahead.

4883 **Councilperson Botel:** I just wanna thank Mr. Fernandez for hanging in with us
 4884 tonight.

4885 [Chuckles and exclamations]

4886 **Councilperson Botel:** It takes...

4887 [Chuckles and inaudible comments]

4888 **Councilperson Botel:** As you can see, he's... Thank you.

4889 **Chairperson Lanier:** Very good.

4890 There's a motion on the floor. There's a second. Madam Clerk.

4891 **Councilperson McCoy:** So, are we clear that my recommendation was to move the
 4892 current alternate into a regular voting member position?

4893 **Chairperson Lanier:** Yes.

4894 **Councilperson Botel:** Oh, who's the current...

4895 **Councilperson McCoy:** Okay.

4896 **Councilperson Botel:** ...who's the...

4897 **Councilperson McCoy:** I...

4898 **Councilperson Botel:** ...current alternate?

4899 **Councilperson McCoy:** Moete Encube.

4900 **Councilperson Botel:** Oh, okay.

4901 **Chairperson Lanier:** Yes.

4902 **Development Services Director Sirmons:** Can I get clarification on the
4903 proposed motion? So, so with that, moving them into the full voting position, are you
4904 requesting that we expand the number of full voting members on the Commission? On
4905 the Council?

4906 **Councilperson McCoy:** No. No, sir. I was actually looking at the list. It seems that
4907 you only have... Let's see, one, two, three, four, five, six regular voting members. You
4908 have a total of seven members. Mr. Moete Encube, is a alternate. I'm suggesting the
4909 new two members that you, that you have applications for, I'm, I'm suggesting that they
4910 be moved into the alternate positions and Mr. Moete, since he's already currently a
4911 alternate, be shifted into a regular voting member position.

4912 **Development Services Director Sirmons:** So, a bit of clarification on that.
4913 There are seven full voting members and two alternates. And, each position has an
4914 assigned District Member who is in charge of the appointments of those seats.

4915 So, the vacant full voting member position is the.., falls under the District 4, which
4916 is Councilwoman Botel.

4917 **Councilperson McCoy:** Okay. So I... Think I spent some time on there, and I'm gonna
4918 tell you that that's not correct. You're not gonna find a Resolution or an Ordinance that
4919 dictates that convention that you're speaking of. And...

4920 **Development Services Director Sirmons:** Correct.

4921 **Councilperson McCoy:** ...too often you have members that serve on the Board, and
4922 you have folks that got discouraged in the process. There's not a rhyme or reason, or
4923 even a composition that describes that each District has to have a voting member. I
4924 mean, they're allowed to participate, but I think the first right of refusal go to the regular
4925 members.

4926 **Development Services Director Sirmons:** What I am presenting before you
4927 today is wh'.., the process that was inherited when I joined the Department. You are
4928 correct that the Ordinance does not specify exactly how each position is appointed. But
4929 this is based on what's currently in place, and the current membership appoint...
4930 appointees.

4931 If the Board would like us to bring a new policy in place that changes that, or put
4932 something in writing, we can do that. But currently, this is the, the practice that has been
4933 in place, that I've inherited.

4934 **Councilperson McCoy:** Okay. So, I offer the motion, Mr. Sirmons, but you can't point
4935 to a process, right now? You're telling me what you believe the process is, but there's
4936 not a document that shows what the composition, or convention is, of the Board. And

4937 that's been taken up several times. I think I spent seven years on the Board and we had,
4938 at one point, Mr. Sirmons, out of the seven regular voting members, we had six off of
4939 District 1. And, I guess, if what you're saying is true, then we're gonna stop the City's
4940 business all to appoint someone from District 3, or District 4. I just wanna make sure that
4941 we're fairing those that actually volunteered the organization.

4942 They're always entitled to participate in the proceedings but, you know, how long
4943 does Mr. Moete Encube sit on the Board before he's offered regular voting member
4944 rights?

4945 And, quite frankly, I think the real issue that you have is that you have certain
4946 people that don't participate, that won't.., don't wanna volunteer. I mean, quite simple.
4947 He's an alternate and I'm asking that he be granted voting privileges, 'cause he's sitting
4948 as an alternate. So, he'd be moved to a regular position.

4949 **Chairperson Lanier:** [Inaudible]...

4950 **Chair Pro Tem Miller-Anderson:** Madam...

4951 **Councilperson McCoy:** And that's all...

4952 **Chair Pro Tem Miller-Anderson:** ...Chair.

4953 **Councilperson McCoy:** ...I have.

4954 **Chair Pro Tem Miller-Anderson:** Madam Chair?

4955 **Chairperson Lanier:** Yes. Go ahead.

4956 **Chair Pro Tem Miller-Anderson:** That, that has been our past practice to..,
4957 whoever we have in the alternate, to move them to the permanent position, if a permanent
4958 position becomes vacant. I do recall a conversation, though, about Councilpeople being
4959 concerned that they didn't have anyone from their District, being represented.

4960 So, that may not have been reflected in a Resolution or a pol'.., a cha'.., [stammer]
4961 in, in writing, but that's definitely something that was discussed in terms of trying to get
4962 equal representation on the Planning & Zoning.

4963 And, of course, you can't really control it because it depends on whether or not
4964 people want to be involved. But, we have done that before, in terms of moving the
4965 alternates into the permanent. Not, not just based on the District. So, I mean, that
4966 wouldn't be out of the ordinary.

4967 **Development Services Director Sirmons:** Madam Chair?

4968 **Councilperson Botel:** Yeah.

4969 **Chairperson Lanier:** Yes. Go ahead, Mr. Sirmons.

4970 **Development Services Director Sirmons:** I, I can say that the last
4971 appointment that was made by this Board, that was the case. The Councilperson who

4972 was in charge of the vacancy, chose to move up the person that was the alternate, into
4973 the then vacant full voting member position. But, it was still the.., the recommendation
4974 still came from the Council Member that was over that position, and they chose to
4975 upgrade, or, if you will, that person.

4976 So, with the current system, we still defer to the.., that assigned Council Member,
4977 whether they want to appoint someone new or move up an existing alternate.

4978 **Chair Pro Tem Miller-Anderson:** Who is...

4979 **Councilperson McCoy:** Point of clarity.

4980 **Chairperson Lanier:** Hold on...

4981 **Councilperson McCoy:** There is no system.

4982 **Chairperson Lanier:** ...one... Hold, hold on.., hold on one second, Mr. McCoy?
4983 You had a...

4984 **Chair Pro Tem Miller-Anderson:** I'm saying what Dis'.., which District [inaudible].

4985 **Chairperson Lanier:** She's asking which District?

4986 **Development Services Director Sirmons:** Just a moment. That was...

4987 **Councilperson Botel:** It mighta been me.

4988 **Development Services Director Sirmons:** ...District.., District 2, was the last
4989 appointment we made for...

4990 **Chair Pro Tem Miller-Anderson:** Right. But I'm saying...

4991 **Development Services Director Sirmons:** Ms. Evelyn...

4992 **Chair Pro Tem Miller-Anderson:** ...the one...

4993 **Development Services Director Sirmons:** ...Harris Clark, who was the
4994 alternate, was moved into the full voting position.

4995 **Chair Pro Tem Miller-Anderson:** Right. So, what I'm saying is, who.., what
4996 District is it now that you would essentially be asking if they were okay with them doing
4997 it?

4998 **Development Services Director Sirmons:** District 4.

4999 **Chair Pro Tem Miller-Anderson:** Alright. Are you okay with that, Ms., Dr. Botel?

5000 **Councilperson Botel:** No. I would like to have both my representative from District
5001 4 appointed as a full member. And, the representative from District 4, appointed as an
5002 alternate.

5003 **Chairperson Lanier:** You know what? Hold on. [Inaudible]...

5004 **Councilperson Botel:** I don't have... Excuse me. I don't have anyone on the
5005 Coun'.., on the Board. Am I right?

5006 **Development Services Director Sirmons:** Correct. Both vacancies...

5007 **Councilperson Botel:** Correct.

5008 **Development Services Director Sirmons:** ...are assigned to District 4.

5009 **Councilperson Botel:** Thank you.

5010 **Councilperson McCoy:** Okay. So can someone explain this assignment? Because,
5011 again, I'm going back to.., there is no such com'.., there's no such rule. There's no
5012 system, there's no process. Where are you getting this, both vacancies?' There is no
5013 entitlement of \districts. I served on the Board where there were six members, almost six
5014 members from District 1.

5015 Are you saying that the Board created something else, Mr. Sirmons?

5016 **Development Services Director Sirmons:** You are correct. The Code that
5017 governs and formulates the Planning & Zoning Board does not specify how the positions
5018 are appointed. And this is the practice that has been in place, from what I can tell, before
5019 I arrived and...

5020 **Councilperson McCoy:** Yeah.

5021 **Development Services Director Sirmons:** ...by which I am currently
5022 continuing. If...

5023 **Councilperson McCoy:** Well...

5024 **Development Services Director Sirmons:** ...it's not the pleasure of the
5025 Board, then, of course, your motions would carry this Item...

5026 **Councilperson McCoy:** Follow up.

5027 **Development Services Director Sirmons:** ...forward.

5028 **Chairperson Lanier:** Go ahead...

5029 **Councilperson McCoy:** You know...

5030 **Chairperson Lanier:** ...sir.

5031 **Councilperson McCoy:** ...the other thing too is.., and, and I, I mean, whatever
5032 happens with the vote, happens. I mean, if you're that insistent, but quite frankly, if you
5033 have a member that's been serving for one, two, three years and then you're gonna bring
5034 someone that's never even been to a meeting, into a voting member position? That
5035 seems a little bit unfair, and.., to the person that's been serving.

5036 So, I mean, quite frankly, you know, I would love for everybody to participate, which
5037 I think they're allowed to. It's just the voting privileges. I mean, you're not entitled to
5038 anything else that, that is any different other than the option to have that voting right.

5039 **Councilperson Botel:** Well, District 1... Excuse me. Madam Chair?

5040 **Chairperson Lanier:** Go ahead.

5041 **Councilperson Botel:** [Stammer].., I'm... I just pulled the.., pulled it up on my phone,
5042 'cause I can't get it on my computer, it looks like District 1 has...

5043 **Councilperson McCoy:** Has two.

5044 **Councilperson Botel:** ...Anthony Brown and Rena Burgess. And, and Moete, as an
5045 alternate. And, District 2 has...

5046 **Chair Pro Tem Miller-Anderson:** Margaret Shephard.

5047 **Councilperson Botel:** I think just, just...

5048 **Chairperson Lanier:** Ms. Shepherd is.., I think is for District 2.

5049 **Councilperson Botel:** Evelyn Clark. I can't see...

5050 **Chair Pro Tem Miller-Anderson:** And Evelyn Clark.

5051 **Councilperson Botel:** It's hard to read... And Margaret, yeah. And District 3 has,
5052 also two voting. So, I, I.., it seems to me only fair that District 4 have the same level of
5053 representation.

5054 **Councilperson McCoy:** I mean, he's gonna be a member.

5055 **Councilperson Botel:** Yeah. But he won't be a voting member, unless somebody's
5056 not there.

5057 **Chairperson Lanier:** We, we are gonna go back and forth with this. There seems
5058 to be some issue in regards to the policy, as it relates to who can become a voting member
5059 versus staying in a alternate. How long does that take? And, do, do they, you know,
5060 serve three years as an alternate and then become a voting member? Do they serve one
5061 year? How does that work? I don't know.

5062 But, let us do this, Mr. Sirmons. If you can bring that back to us at our next meeting
5063 to explain to us how this process works, how a person becomes a full voting member,
5064 after how long they become an alternate, then we can be able to move forward. Let us
5065 know in which District these seven appointed from, and then we can kinda move on and,
5066 and, and let us decide how we're going to make these appointments?

5067 **Councilperson Botel:** Madam...

5068 **Councilperson McCoy:** Madam...

5069 **Councilperson Botel:** ...Chair?

5070 **Councilperson McCoy:** ...Chair?

5071 [Chuckles]

5072 **Councilperson Botel:** I, I, I, I frankly object to that. Because...

5073 **Chairperson Lanier:** Okay.

5074 **Councilperson Botel:** ...I, I would like to have a fully functional Board member
 5075 representing my District. And it seems to me that that has been the practice. What,
 5076 whatever Mr. McCoy's recollection is, since Mr. Sirmons is the head of the Development
 5077 Services Department, it seems to me that bringing these two names forward is his right
 5078 to do, and it's my right to have representation on the Planning & Zoning Board, fully
 5079 functional representation from District 4.

5080 **Chairperson Lanier:** Mr. McCoy.

5081 **Councilperson McCoy:** You're offering me a chance to rebuttal?

5082 **Chairperson Lanier:** Of course.

5083 **Councilperson McCoy:** It doesn't even really matter that much.

5084 **Chairperson Lanier:** [Chuckle].

5085 **Councilperson McCoy:** You know? I'm being honest. But...

5086 **Councilperson Botel:::** I, I...

5087 **Councilperson McCoy:** ...wanna be fair to the person that's there. Because I've sat
 5088 on that Board. And let me tell me what happened. For about four and a half years, a
 5089 person stayed in that alternate position because of things like, 'Well, I want an appointee.'
 5090 And, that person decided that they no longer wanted to serve because they were never
 5091 granted voting rights. Now, you're bring somebody off of the streets to just jump right
 5092 ahead of that person. And it just seems like... I mean, there's no convention, there's no
 5093 established process in the Ordinance or the Resolution that says that that is the way it
 5094 goes. And I'm telling, Dr. Botel, that this has been..., and I mean, Board Member
 5095 KaShamba Miller-Anderson, this has been talked about five and six times, and I don't
 5096 wanna make it political. You know? I don't really care. I appreciate that folks want to
 5097 come in and serve and volunteer on the Board.

5098 If you're insisting on your person, then, you know, I won't resist it, but I just wanna
 5099 be fair to the people that give their time to this organization.

5100 **Chair Pro Tem Miller-Anderson:** And Madam Chair?

5101 **Councilperson Botel:** And, and I... Madam Chair? I, I...

5102 **Chairperson Lanier:** Hold on one second, Dr. Botel. Go ahead.

5103 **Chair Pro Tem Miller-Anderson:** And I apologize. I have put my stuff up. What...
5104 when is another opening coming? What... I know the expiration dates were on there. The
5105 terms? Is there something... one of the seats that's gonna become vacant soon?
5106 Anybody have...

5107 **Development Services Director Sirmons:** The, the Code does additional...
5108 in, in addition to the number of Board Members, the minimum number is seven. It does
5109 also state when the terms start and expire. And then they're on three... rolling three year
5110 terms. I would have to research and... Actually...

5111 **Chair Pro Tem Miller-Anderson:** Well, no...

5112 **Development Services Director Sirmons:** It's actually...

5113 **Chair Pro Tem Miller-Anderson:** They're... it's on...

5114 **Development Services Director Sirmons:** ...in the backup.

5115 **Chair Pro Tem Miller-Anderson:** ...the backup.

5116 **Development Services Director Sirmons:** I'm sorry.

5117 **Chair Pro Tem Miller-Anderson:** It's on the backup. That's why I was saying,
5118 which... what's the date of one that's gonna be expiring soon? Next, rather?

5119 **Development Services Director Sirmons:** The next one I see is... we have
5120 June 22...

5121 **Chair Pro Tem Miller-Anderson:** Nothing until... the, the rest of this year?

5122 **Development Services Director Sirmons:** And actually, they're... actually,
5123 this is my oversight. There is one that expired in June 20th of this year. So... a couple
5124 months ago, the appointee for District 2, Ms. Margaret Shepherd, her term expired. So,
5125 that's some oversight on, on my part and we should've brought that to the attention of, of
5126 the District 2 Councilperson to provide, or recommend her for that.

5127 **Chair Pro Tem Miller-Anderson:** Okay. So, I was asking that to see whether or
5128 not we could just... if, if we wanted to put the District 4 person on, on there, and then the...
5129 Mr. Moete could go in the next round. But then, we get to where now I'm gonna be the
5130 one with no one on there, other than just the one.

5131 But, I guess that doesn't work. But, I mean, I understand moving Mr. Moete
5132 because he was an alternate position. And, and we have done that before. But I also
5133 understand Dr. Botel's point of not having one on there.

5134 So, I don't know. I mean...

5135 **Councilperson Botel:** Ma'... Madam Chair? Why don't we increase the number of
5136 members to eight?

5137 **Chair Pro Tem Miller-Anderson:** No.

5138 **Chairperson Lanier:** But there'll be a tie though. We have to be.., it'd have to be
5139 nine or...

5140 **Chair Pro Tem Miller-Anderson:** Yeah.

5141 **Chairperson Lanier:** ...or, six.., I mean, seven or nine.

5142 **Development Services Director Sirmons:** I... Madam Chair?

5143 **Chairperson Lanier:** Yes. Go ahead, sir.

5144 **Development Services Director Sirmons:** I can, with my Staff, look into some
5145 protocols for appointments. As was stated, currently, we've been working on, on policy
5146 and practices. We can bring forth a Resolution that governs how future appointments are
5147 made, so that it's...

5148 **Chairperson Lanier:** Oh yes.

5149 **Development Services Director Sirmons:** ...clear to how they will work in the
5150 future. I, I do offer bringing something forth at a future date that will outline that, for the
5151 Council to vote on.

5152 **Chairperson Lanier:** Yeah. I'll agree with that because this con'.., conversation in
5153 regards to Board appointments, specifically, Planning & Zoning Board, we've had this
5154 conversation numerous times. And we still...

5155 **Development Services Director Sirmons:** Correct.

5156 **Chairperson Lanier:** ...have thirty minutes of conversation about how it works. So,
5157 having something in writing about how this works so that, you know, the Council, in the
5158 next thirty years, will know that this is how it works. It's not a issue of her person not
5159 being able to be represented, and her District not being able to be [stammer] represented.
5160 Or, in Mr. McCoy's District, we have an alternate whose been there two or three years
5161 and never had a chance to be able to vote.

5162 So, those are something that you guys can work out so that we can have a fair
5163 process for how these appointments are made.

5164 **Councilperson Lawson:** Madam Chair?

5165 **Chairperson Lanier:** Yes, sir. Go ahead.

5166 **Councilperson Lawson:** And that was gonna actually be my recommendation. 'Cause
5167 I was gonna ask to increase the Board composition because District 5 has no
5168 representation on the Board.

5169 [Chuckle]

5170 **Councilperson McCoy:** What, what is...

5171 **Councilperson Lawson:** So...

5172 **Councilperson McCoy:** ...your District?

5173 **Councilperson Botel:** Neither does he have any real estate.

5174 **Councilperson Lawson:** Exactly.

5175 [Inaudible dais discussion]

5176 **Councilperson Lawson::** So, to that, to that very point, District 5 would like some
5177 representation...

5178 **Councilperson Botel:** District 5...

5179 **Councilperson Lawson:** ...on the Board.

5180 **Councilperson Botel:** ...needs to have some real estate before we can plan...

5181 **Councilperson Lawson:** We have...

5182 **Councilperson Botel:** ...to zone it.

5183 **Councilperson Lawson:** ...the entire City. [Chuckle].

5184 **Chairperson Lanier:** District 5 is the entire City. Then the Mayor...

5185 **Councilperson Lawson:** So...

5186 **Chairperson Lanier:** ...might wanna get him an appointment. So, let us have the...

5187 **Mayor Felder:** [Inaudible] should get one.

5188 **Councilperson Lawson:** I, I would, I would love for our, our Development Services
5189 Director to kind of explore, possibly expansion of the Board. And, what we could do so
5190 that we can all have some representation. 'Cause I, I know the Mayor may even have an
5191 interest as well.

5192 **Councilperson McCoy:** Here.., Madam Chair? Madam...

5193 **Chairperson Lanier:** Yes. Go ahead, sir.

5194 **Councilperson McCoy:** Madam Chair?

5195 [Stammer]

5196 [Chuckles]

5197 **Councilperson McCoy:** Councilwoman Botel, listen. I wanna withdraw my motion.
5198 You can put whoever you want. I don't wanna make this complicated for anybody. And
5199 I just wanted to try to be fair. If you are that insistent on your appointee, I certainly would
5200 like for you to have that.

5201 But I don't want us to make a whole lot of bureaucracy out of something so trivial
5202 like Board appointments. And obviously...

5203 [Inaudible dais comment]

5204 **Councilperson McCoy:** ...if that's what you feel, then, I mean, everybody...

5205 **Councilperson Botel:::** Oh, I, I, I don't think it's trivial.

5206 **Councilperson McCoy:** Well, you know, I'm telling you it is because I've had a Board
5207 member say that they didn't want me on the Board because I was a Chairperson. I'm
5208 like, 'Well, quite frankly, the Board decides, among themselves, who should be the
5209 Chairperson.' And then, we're gonna, essentially, find ourselves in a situation that the
5210 Planning & Zoning Board, which is the requisite Board to City Council for reviewing site
5211 applications and amendments to the Code, is gonna come at a cease and a stop, if we
5212 have these carve outs saying we have to have a Board that consists of membership from
5213 this District. Because, there was a point of time where nobody wanted to serve. And we
5214 found ourselves almost at a point where we went home because there wasn't a quorum.

5215 So, I mean, this is what it's gonna ultimately end up to. So, I withdraw my motion
5216 and I'm almost walking out the door at this point.

5217 **Councilperson Botel:** Do, do you need a motion to...

5218 **Chairperson Lanier:** I...

5219 **Councilperson Botel:** Do you need a motion?

5220 **Chairperson Lanier:** I withdraw...

5221 **Councilperson Botel:** I'm sorry, Madam Chair?

5222 **Chairperson Lanier:** ...the second so that there's no motion on the floor. He's
5223 made his presentation. What is your recommendation?

5224 **Councilperson Botel:** I don't think we need a motion on this.

5225 **Chairperson Lanier:** No. Just your recommendation.

5226 **Councilperson Botel:** Yeah. This is my recommendation.

5227 **Chairperson Lanier:** Alright. Very good. That's her recommendation.

5228 **Councilperson Botel:** Thank you.

5229 **Chair Pro Tem Miller-Anderson:** Do we need a motion? [Inaudible].

5230 **Councilperson Botel:** We need a motion? Do we need a motion, Mr. Evans?

5231 **Councilperson McCoy:** Yes. Make it.

5232 **Chair Pro Tem Miller-Anderson:** Yes.

5233 **Chairperson Lanier:** Make it official.

5234 **Councilperson Botel:** Alright. So, I move...

5235 **Chairperson Lanier:** Go ahead. Make your motion.

5236 **Councilperson Botel:** I move to accept Staff's recommendation.

5237 **Councilperson McCoy:** Second.

5238 **Councilperson Botel:** Thank you.

5239 **Chairperson Lanier:** Very good.

5240 Madam Clerk.

5241 **City Clerk Anthony:** Is there a motion and a second?

5242 **Councilperson Botel:** Yes.

5243 **Chairperson Lanier:** There's a motion and a second.

5244 **Councilperson McCoy:** [Inaudible].

5245 **City Clerk Anthony:** Councilperson Lawson?

5246 **Councilperson Lawson:** Yes.

5247 **City Clerk Anthony:** Councilperson McCoy?

5248 **Councilperson McCoy:** No.

5249 **Councilperson Botel:** [Chuckle]. You didn't.

5250 **Chairperson Lanier:** Would you go?

5251 **Councilperson McCoy:** Excuse me. I'm eating popcorn.

5252 **Councilperson Botel:** He's choking, he's choking.

5253 **Councilperson McCoy:** Yes.

5254 **City Clerk Anthony:** Councilperson Botel?

5255 **Councilperson Botel:** Yes.

5256 City Clerk Anthony: Pro Tem Miller-Anderson?

5257 **Chair Pro Tem Miller-Anderson:** Yes.

5258 **City Clerk Anthony:** Chair Lanier?

5259 **Chairperson Lanier:** Yes.

5260 **Councilperson McCoy:** Sorry. I had that Scott Evans popcorn in my...

5261 **Councilperson Botel:** Yeah.
5262 **Councilperson McCoy:** ...in my throat.
5263 **Chairperson Lanier:** Alright. Very good.
5264 **Councilperson Botel:** And I think the world of...

5265 **DISCUSSION BY THE CITY MANAGER**

5266 **Chairperson Lanier:** Discussion by the City Manager.
5267 **Councilperson Botel:** I mean, I think he's great.
5268 **City Manager Evans:** Nothing, Madam Chair.
5269 **Chairperson Lanier:** Alright.

5270 **DISCUSSION BY THE CITY ATTORNEY**

5271 **Chairperson Lanier:** Discussion by the City Attorney.
5272 **City Attorney Wynn:** No, thank you, Madam Chair.

5273 **CITY COUNCIL COMMITTEE REPORTS**

5274 **Chairperson Lanier:** City Council committee reports.
5275 **Councilperson Botel:** Nothing.

5276 **STATEMENTS BY THE MAYOR AND CITY COUNCIL**

5277 **Chairperson Lanier:** Starting with... Starting with the Mayor. Comments, sir?
5278 **Mayor Felder:** Yeah. Just one thing.

5279 I'm having a back to preschool event, Saturday, August 7th from 2:00 to 5:00 at
5280 JAY Ministries. We will give away ten \$1,000 preschool scholarships, to cover childcare
5281 expenses at local Riviera Beach childcare facilities. And we will have about two to three
5282 hundred bags filled with daycare items for you to take.

5283 And secondly, Mr. Evans, can I get a, a chair like Councilman McCoy?

5284 Thank you.

5285 **Councilperson Botel:** What's...

5286 **Chairperson Lanier:** What was that you said, Mayor?

5287 **City Manager Evans:** We, we are, we are ordering new chairs. We only had four,
5288 so I told Staff just to put...

5289 **Chairperson Lanier:** Oh. [Inaudible].

5290 **City Manager Evans:** ...to put one there for Councilman...

5291 **Chairperson Lanier:** Oh, wait a minute.

5292 **Councilperson Botel:** Oh, wait a minute. Now, what [stammer]... How is that fair?

5293 **Chairperson Lanier:** I just noticed that chair. I need a chair like that.

5294 Alright. Very good.

5295 Anyway...

5296 **Councilperson Botel:** I should've Stolen It.

5297 **Chairperson Lanier:** Let us go to, Commissioner Lawson.

5298 **Councilperson Lawson:** Thank you, Madam Chair.

5299 Mr. Evans, I was gonna ask you if we could look to schedule, within the next thirty

5300 to sixty days, a media town hall to discuss Parks & Rec? Because I think that would be

5301 vital with moving forward with this MOU. We are.., we're able to work out an agreement

5302 where we can have both programs operate, but I think we need to have a discussion with

5303 the community.

5304 But, in addition to that, I also wanted to start off by congratulating Mr. Evans and

5305 Staff, because we were able to actually increase our bond rating from a double A negative

5306 to a double A. So, Mr. Evans and Mr. Sherman, thank you so much for actually continuing

5307 to keep a.., our finances in order.

5308 I have just two announcements. Tomorrow is gonna be the Congress corridor

5309 town hall to kick off a series of town halls that we're gonna be doing. It's gonna be at the

5310 Riviera Beach Public Library starting at 6:30. We're gonna address Reimagine Riviera

5311 Beach. We're gonna talk about Fire Station 88. We're gonna talk about the Parks & Rec

5312 Master Plan and Public Safety.

5313 On August 28th, we're gonna be having a.., another community town hall. It'll be

5314 at Fire Station 86, to discuss Fire Station 86, Reimagine Riviera Beach, our

5315 Comprehensive Plan, Public Safety.

5316 And on August 29th, we'll be hosting a mental health forum, which will be parents

5317 night out and we're gonna continue to talk about normalizing the conversation with mental

5318 health in the minority community, and addressing the issues of our kids in the upcoming

5319 school year.

5320 So, thank you very much. Thank you, colleagues for the night.

5321 **Chairperson Lanier:** Thank you.

5322 Commissioner McCoy.

5323 **Councilperson McCoy:** Thank you, Madam Chair.

5324 I just wanna point out that Tuesday is the first day of school and I will be at a couple
5325 schools. Starting out.., actually a few. I'm starting out at Washington Elementary, then
5326 R.J. Hendley, and then over to John F. Kennedy Middle, but only after I take my son into
5327 second grade.

5328 So...

5329 **Councilperson Botel:** Second grade.

5330 **Councilperson McCoy:** ...I will be at a couple campuses. And, welcome back,
5331 students, faculty, and staff. And we look forward to a productive first week of school.

5332 Thank you.

5333 **Councilperson Botel:** Thank you.

5334 **Chairperson Lanier:** Thank you.

5335 Dr. Botel.

5336 **Councilperson Botel:** Thank you.

5337 I've had to change the date of my quarterly town hall meeting. So, we are not
5338 gonna have it on Thursday, which would be our regularly scheduled quarterly meeting.
5339 We're pushing it to Tuesday because there's another City event on Thursday. So, it will
5340 be on Tuesday, August 24th at 6:00 p.m. at the Ambassador Center.

5341 We're planning a health fair for the entire community to be held at Stonybrook on
5342 the 25th, from 11:00 a.m. to 3:00.

5343 We're planning a meeting on August 17th with Logistics & Transportation
5344 Subcommittee of the Workforce Development Task Force.

5345 We will be establishing a CDL program, a commercial driver's license program
5346 here in Riviera Beach. And we have.., we've invited over sixty business leaders in the
5347 bus'.., in the transportation logistics field and we're partnering with the Palm Beach
5348 County School District.

5349 There will be three opportunities to learn about the replacement for Singer Island
5350 Fire Station, August 16th at the Ambassador Center, August 17th at the Library, and
5351 August 19th at the Marina from 6:00 to 7:30. Please come out to any.., to one of those
5352 meetings to find out about the new Fire Station.

5353 I met with Brother Carl Mohammed, as he mentioned earlier, and School Board
5354 Member Erica Whitfield, and I, I'll be out of town on Monday, so I can't attend the next
5355 meeting, but I encourage my colleagues to attend that meeting.

5356 Thanks very much.

5357 **Chairperson Lanier:** Thank you.

5358 Councilwoman Miller-Anderson.

5359 **Chair Pro Tem Miller-Anderson:** What was.. Dr. Botel, you said your meeting
5360 that you normally have, is that the third Thursday you normally have those?

5361 **Councilperson Botel:** It's, it's normally the third Thursday but there's a...

5362 **Chair Pro Tem Miller-Anderson:** [Inaudible].

5363 **Councilperson Botel:** ...there's, there's a Fire Station meeting that night. So, I
5364 changed my quarterly town hall to the following Tuesday.

5365 **Chair Pro Tem Miller-Anderson:** Is that the one that Mr. Lawson's talking about?

5366 **City Manager Evans:** No. Madam Chair.

5367 **Chairperson Lanier:** Yes.

5368 **City Manager Evans:** That, that is the meeting that we're having with the community
5369 about 86, and then the funding requirement that would need to accompany the Fire
5370 Stations, as we look for financing options. So we've had..., we've got three community
5371 meetings. Two, face to face and one virtual.

5372 **Chair Pro Tem Miller-Anderson:** Okay. 'Cause on that night, that's when Park
5373 Manor normally has their meeting. And so, I sent you an email about checking to see if
5374 that date would work, but obviously it won't, for the Reimagine meeting. If, if they can't...,
5375 if you all can't do it on their regular meeting night, then I'll have to look at a alternate night
5376 and just make sure that they're invited.

5377 You can let me know, but I, I didn't realize we were doing that on the 19th.

5378 **City Manager Evans:** Yeah.

5379 **Chair Pro Tem Miller-Anderson:** Yeah.

5380 **City Manager Evans:** I., we may be able to, to accommodate. I may be able to, to
5381 have., start off at one meeting and then go to the other, or what have you.

5382 **Chair Pro Tem Miller-Anderson:** Okay. Alright. Just let me know.

5383 And, in regards to the detox center., potential detox center. They did have their
5384 meeting last night at JAYS [stammer] Ministries. There were no residents that
5385 participated. But, the thing is, they said that the letters only had to go out to three hundred
5386 feet, I guess, from where the facility was going to be built. And, there aren't a lotta homes
5387 in that area. There's, like, only really one house, like... Well, I take that back. There's
5388 one right next door, and then two on Avenue E. And I would imagine those people didn't
5389 come. But those in Park Manor were given the opportunity to attend, but hey had a lot
5390 of., I wanna say they were a lot of., from the Haitian community, they were pastors
5391 maybe. And, some others in the community. Those are the only people that were there,
5392 and none of them were residents.

5393 So, I did let, let him know that I will be letting Park Manor know, again, the
5394 importance of saying something. You know? I know we had Ms. Brabham that spoke on
5395 it, but we haven't heard very many residents speak about it. So, if it's something..., people
5396 are dead set against, your voices need to be heard because it wasn't heard last night.

5397 And so, and he did indicate that, I guess, it would be going to Planning & Zoning
5398 the next meeting coming up or something. And, and so, I, I told him I would let, you know,
5399 I'll let the people know so that they can attend. And there was no one from Staff that was
5400 there. No one from the City, other than myself.

5401 And that's it for me.

5402 Thank you all. It was a very tough night, but I know we all..., we know, we're very
5403 passionate about a lot of the issues that came before us. But, you know, I know Mr.
5404 Lawson spoke about, I think it was Lawson, it was so while ago, I don't even remember
5405 who it was but, about having our meetings, the Agenda review meetings so that, you
5406 know, 'cause Staff does put a lotta work into what they're doing. And I know it's a little
5407 disappointing sometimes when we may tell them to bring something back, and then we
5408 also don't want the public feeling like we can't move forward and get things done. But, I
5409 understand the importance of making sure that we are very clear on what we're voting on
5410 and not just voting on something just to move it forward.

5411 But, I just, you know, we, we talked a lot, you know, very long on a lot of the issues
5412 and, you know, we don't wanna lose people. And..., especially the public 'cause it gets
5413 pretty late sometimes. And so, thank you all for having us here tonight. Appreciate it.

5414 **Chairperson Lanier:** Thank you.

5415 Just a [stammer] brief announcement. Project Clean Start, another great initiative
5416 from the office of District 3, has begun. Project Clean Start is an innovative and efficient
5417 approach to maintain the cleanliness of the City of Riviera Beaches vehicle fleet. As the
5418 Reentry Program procures the auto detailing service of the City on vehicles, this will
5419 effectively reduce the cost of outsourcing the aforementioned service. And also provide
5420 for training and transitional employment opportunities for, for criminal justice involved
5421 program participants. This Clean Start Program began on Monday, August the 2nd. It
5422 operates from 8:30 to 4:00. Clean Start will be located at the Public Work site, at the east
5423 side of the property. We are monitoring the program closely, with understanding. It has
5424 potential to save taxpayers money, with providing opportunities for employment to our
5425 returning citizens. Which that means is, our Reentry Program is employing those mens,
5426 men to do the detail work for all of the City's fleet, which means we don't have to go out
5427 to pay for that service. It'll be something that is insourced, so to speak.

5428 **ADJOURNMENT**

5429 **Chairperson Lanier:** And that folks...

5430 **Councilperson Botel:** Wait, wait.

5431 [Inaudible audience comment]

5432 [Inaudible discussion]

5433 **Chairperson Lanier:** Okay. Very good. It, it is late.

5434 **Chairperson Lanier:** Thank you. Meeting is adjourned.

5435 [Gavel]

5436 [End of video]

5437 **City Employees, Public Comment Speakers and Others**

5438 West Palm Beach Fishing Club President Tom Twyford Mr. T. Twyford

5439 Assistant to the City Manager Marsha Noel Assistant to the City Manager Noel

5440 Urban Development Advisor Dana Nottingham

5441 Urban Development Advisor Nottingham

5442 Amon Yisrael Mr. A. Yisrael

5443 Keith Golden, Jr. Mr. K. Golden

5444 Mary Brabham Ms. M. Brabham

5445 Billie Brooks Ms. B. Brooks

5446 Lloyd Brown Mr. L. Brown

5447 Carl Mohammed Mr. C. Mohammed

5448 Bonnie Larson Ms. B. Larson

5449 Rod James Mr. R. James

5450 William Wyly Mr. W. Wyly

5451 Marvelous Washington Ms. M. Washington

5452 Bessie Brown Ms. B. Brown

5453 Doretta Paulk Ms. D. Paulk

5454 Mary Brabham Ms. M. Brabham

5455 Senior Assistant City Attorney Lina Busby Senior Assistant City Attorney Busby

5456 Chief of Police Nathan Osgood Police Chief Osgood

5457 Deputy City Manager Elizabeth McBride Deputy City Manager McBride

5458 Development Services Director Clarence Sirmons

5459 Development Services Director Sirmons

5460 Parks & Recreation Director Richard Blankenship

5461 Parks & Recreation Director Blankenship

5462 Boys & Girls Club Steven Cornette Mr. S. Cornette

5463 Andinette Thomas Ms. A. Thomas
5464 Jacqueline Burgess Ms. J. Burgess
5465 Parks & Recreation Assistant Director Aladia Franks
5466 Parks & Recreation Assistant Director Franks
5467

5468 **APPROVED:**
5469
5470

5471 _____
5472 **RONNIE L. FELDER**
5473 **MAYOR**

_____ **SHIRLEY D. LANIER**
CHAIRPERSON

5474 **ATTEST:**
5475
5476

5477 _____
5478 **CLAUDENE L. ANTHONY**
5479 **CERTIFIED MUNICIPAL CLERK**
5480 **CITY CLERK**
5481
5482

_____ **KASHAMBA MILLER-ANDERSON**
CHAIR PRO TEM

_____ **TRADRICK MCCOY**
COUNCILPERSON

_____ **JULIA A. BOTEL, Ed.D**
COUNCILPERSON

_____ **DOUGLAS A. LAWSON**
COUNCILPERSON

5494 **MOTIONED BY:** _____
5495

5496 **SECONDED BY:** _____
5497

5498 **T. MCCOY** _____

5499 **K. MILLER-ANDERSON** _____

5500 **S. LANIER** _____

5501 **J. BOTEL** _____

5502 **D. LAWSON** _____
5503

5504 **DATE APPROVED:** SEPTEMBER 1, 2021

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: PRESENTATIONS

Subject: 13TH STREET TRAFFIC CALMING UPDATE

Recommendation/Motion:

Originating Dept	Public Works	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

In 2018, residents of Federal Gardens expressed concern with large trucks utilizing 13th street west of Avenue R as a bypass to Congress Avenue. This area west of Avenue R is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as they move through the community very early in the morning and late into the evening. Staff commissioned a study to determine traffic calming alternatives to address the resident concerns. In September 2019, Chen Moore and Associates published the technical memorandum on 13th street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents so they may choose which alternative they prefer.

At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue P and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community concerns on the use of 13th street in the residential area west of Avenue R and their management committed to eliminate the use of 13th street west of Avenue R in their service routes. During the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th street. The site plan was approved on January 6th, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lanier hosted a community meeting on 13th street to allow residents to vote on one of the three traffic calming options.

Following the community vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th street and Avenue R. On June 24th, 2021 City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27th, 2021 to ensure the project would be completed by the end of 2021.

As shown on the enclose updated memorandum, the next project benchmark will occur on September 1st, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the purchasing department for following the procurement process and move to issuing the purchase order to a contractor to begin construction in November of this year.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
------------------	--------------------	--------------------	-------------

Memo_-_13th_Street_Traffic_Calming.pdf	Cover Memo	8/26/2021	Cover Memo
RES_04-21_-_UPS_Site_Plan_Expansion.pdf	Resolution 04-21	8/25/2021	Resolution
190918_-_13th_St_Traffic_Calming_Analysis_Technical_Memorandum_-_DRAFT.PDF	Technical Memorandum	8/25/2021	Backup Material
210512-13th_Street_Traffic_Calming_Voting_Board.jpg	Community Vote Graphic	8/25/2021	Backup Material
Memo_to_City_Manager_-_13th_st_improvements_6-24-21_7-27-21_update.pdf	Manager Memo	8/25/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bailey, Terrance	Approved	8/25/2021 - 4:49 PM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 5:19 PM
Finance	sherman, randy	Approved	8/25/2021 - 5:35 PM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 6:06 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 7:02 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:50 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: TERRENCE N. BAILEY, P.E., CITY ENGINEER

SUBJECT: 13TH STREET TRAFFIC CALMING PROJECT

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC

Background:

In 2018, residents of Federal Gardens community expressed concern with large trucks utilizing 13th Street west of Avenue “R” as a bypass to Congress Avenue. This area west of Avenue “R” is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as travel through the community very early in the morning and late into the evening.

As such, staff commissioned a study to determine traffic calming alternatives to address the resident concerns. Accordingly, in September 2019, Chen Moore and Associates published the technical memorandum on 13th Street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents so that they could select the alternative preferred.

At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue “P” and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community concerns on the use of 13th Street in the residential area west of Avenue “R” and their management committed to eliminate the use of 13th Street west of Avenue “R” in their service routes.

During the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th Street. The site plan was approved on January 6th, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lamer



hosted a community meeting on 13th Street to allow residents to vote on one of the three traffic calming options. The results of the voting are below:

Alternative No.	Alternative Name	Number of 1st Place Votes	Number of 2nd Place Votes
1	Chicanes	3	16
2	Traffic Circle	21	4
3	Partial Road Closure	1	1

Following the community vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th Street and Avenue “R”.

On June 24th, 2021 City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27th, 2021 to ensure the project would be completed by the end of 2021. As shown on the enclosed updated memorandum, the next project benchmark will occur on September 1st, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the Procurement Department for its further handling in order for a contractor to begin construction in November of this year.

Citywide Goal:

This Item facilitates Goals #1 and 2

Goal #1 Achieve a Prosperous, Resilient, and Sustainable Economy

Goal #2. Create aesthetic improvements with focus on most vulnerable communities

Budget/Fiscal Impact:

The fiscal impact of this work order is funded inside the existing operational budget.

Recommendation(s):

Attachments:

13th Street Traffic Calming Technical Memorandum

Resolution 04-21 UPS Site Plan

Traffic Calming Selection Board



RESOLUTION NUMBER 04-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-20-06) FROM UNITED PARCEL SERVICES, INC. TO ADD APPROXIMATELY 51,883 SQUARE FEET IN BUILDING AREA TO AN EXISTING WAREHOUSE DISTRIBUTION BUILDING, CURRENTLY 188,857 SQUARE FEET IN BUILDING AREA, FOR A TOTAL OF 240,740 SQUARE FEET IN BUILDING AREA, ON APPROXIMATELY 29.12-ACRE PARCEL OF LAND, LOCATED AT 2001 AVENUE P, IMMEDIATELY SOUTH OF W. BLUE HERON BOULEVARD, WEST OF AVENUE P, EAST OF AVENUE R AND NORTH OF W. 15TH STREET, IDENTIFIED BY PARCEL CONTROL NUMBER 56-43-42-29-55-001-0030, HAVING A COMMERCIAL / INDUSTRIAL FUTURE LAND USE DESIGNATION AND A GENERAL COMMERCIAL (CG) / GENERAL INDUSTRIAL (IG) ZONING DESIGNATION; PROVIDING FOR CONDITIONS OF APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received an application for site plan approval (SP-20-06) associated with 2001 Avenue P, identified by parcel control number 56-43-42-29-55-0010030; and

WHEREAS, the subject property has a Commercial and Industrial Future Land Use designation, as well as, a General Commercial (CG) and General Industrial (IG) Zoning designation; and

WHEREAS, the Applicant desires to add approximately 51,883 square feet (SF) in building area to an existing distribution and warehouse building. Currently at 188,857 square feet in building area, this addition would result in a total of 240,740 square feet in building area, for their existing warehouse distribution use, which requires a site plan approval within the DG Zoning District; and

WHEREAS, the Planning and Zoning Board reviewed the subject site plan application (SP-20-06) along with corresponding documents and City staff report, on November 17, 2020, and recommended approval to the City Council; and

RESOLUTION NUMBER 04-21

Page 2 of 4

WHEREAS, City staff and the City Council finds that the proposed site plan is consistent with the City's Comprehensive Plan and the City's Code of Ordinances; and

WHEREAS, the City Council of the City of Riviera Beach desires to approve this site plan application (SP-20-06).

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 finds that the site plan application (SP-20-06) along with corresponding documents and City staff report, associated with 2001 Avenue P, identified by Parcel Control Number 56-43-42-29-55-001-0030, is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

SECTION 2. The City Council approves the site plan application (SP-20-06) with the following conditions of approval:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy or Certificate of Completion is issued for the Addition.
2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.
5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec.

RESOLUTION NUMBER 04-21

Page 3 of 4

31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
7. Prior to the City's issuance of a Certificate of Occupancy, plat application (PA-2003) to re-plat the existing property of record into one lot, eliminating the railroad ROW (P) parcel, associated with parcel control number 56-43-42-29-55-000-0010, must be completed, recorded with the County Clerk of Courts records and submitted to the City's Planning and Zoning Division.
8. PUBLIC WORKS CONDITION OF APPROVAL: No truck trips will utilize W. 13th Street west of Avenue R.
9. UPS will work with the City of Riviera Beach to make a contribution to street improvements on 13th St. to help mitigate UPS related traffic. This amount shall not exceed \$35k and would be paid to the City within 120 days of approval to this resolution.
10. UPS will work with contractors and vendors to promote the hiring of residents from the City of Riviera Beach for construction. Furthermore, UPS will also work to hire residents of Riviera Beach once the building expansion as described in this resolution becomes operational.

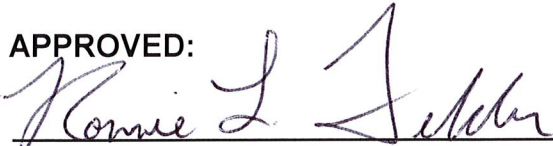
SECTION 3. The associated Site Plan, Landscape Plan, and Building Elevation Plan are attached hereto and made a part of this resolution as Exhibit 'A', Exhibit 'B', and Exhibit 'C'.

SECTION 4. Should any one or more of the provisions or elements of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 20th day of January, 2021.

APPROVED:




RONNIE L. FELDER
MAYOR



JULIA A. BOTEL, Ed.D
CHAIRPERSON

ATTEST:




CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK




DOUGLAS A. LAWSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON



KASHAMBA MILLER-ANDERSON
COUNCILPERSON



SHIRLEY D. LANIER
COUNCILPERSON

MOTIONED BY: D. LAWSON

SECONDED BY: T. MCCOY

T. MCCOY: AYE

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

J. BOTEL: AYE

D. LAWSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



DAWN S. WYNN, CITY ATTORNEY

DATE: January 6, 2021

13th Street Traffic Calming Analysis

Draft Technical Memorandum

City of Riviera Beach Public Works Department



1481 15th Street
Riviera Beach, Florida 33404

Prepared By:



500 Australian Avenue South, Suite 850
West Palm Beach, Florida 33401
State of Florida Engineering Business
License No.4593
September 18, 2019

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Tables

Table 4.8.1: Cost Estimates for Design Alternatives

Table 4.9.1: Traffic Calming Alternative Analysis

Exhibits

Exhibit 1: Project Location Map

Exhibit 2.1 through 2.8: Conceptual Designs

1 Introduction

West 13th Street between Avenue U and Avenue R runs through a residential neighborhood known as Federal Gardens (neighborhood). The residents of the City have brought up concerns that the trucks traveling on West 13th Street are presenting a safety hazard. The purpose of this memorandum is to present traffic calming alternatives that may reduce the speed of vehicles in the project area or discourage through truck traffic. For this memorandum the Project Area is defined as West 13th Street from Avenue U to Avenue R.

2 Background

The Federal Gardens neighborhood is bounded on the west by Avenue U, on the north by West 14th Street, on the east by Avenue R and on the south by West 11th Street. The neighboring properties consist of residential, municipal, educational and industrial uses. West 13th Street bisects the neighborhood and connects on the west end to Congress Avenue, a Palm Beach County thoroughfare road. On the east side of the neighborhood West 13th Street connects to various City streets for residential and industrial uses before intersecting with Australian Avenue, another Palm Beach County thoroughfare road. See Exhibit 1 for project location, land use and roadway network.

The roadway section for West 13th Street consists of two lanes, each 12-feet wide, curb and gutter, grass strip and sidewalk. The roadway cross section from the West 13th Street design plans, prepared by Jordan, Jones & Goulding, is shown below in Figure 2.a.

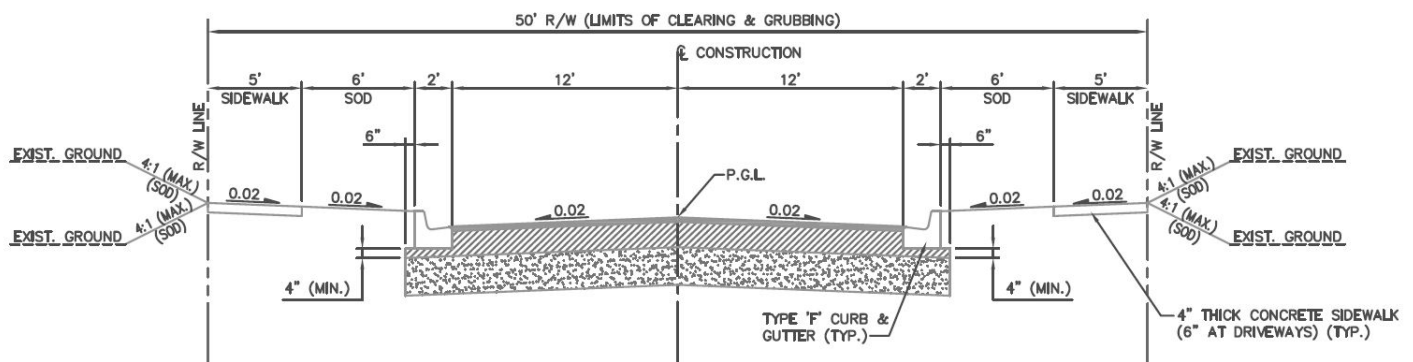


Figure 2.a: West 13th Street Typical Section

Some existing features in the current roadway that are recognized for their potential to slow traffic are speed humps and neighborhood entryway signage. The speed humps require the vehicle to slow down to prevent damage and the neighborhood entryway signs signify to the motorist that they are entering a neighborhood that has different traffic behavior than the surrounding areas. The existing neighborhood currently has two (2) speed humps and two (2) entry sign features. These devices are currently not providing the level of traffic calming for resident's satisfaction.

CITY OF RIVIERA BEACH

West 13th Street Traffic Calming Analysis

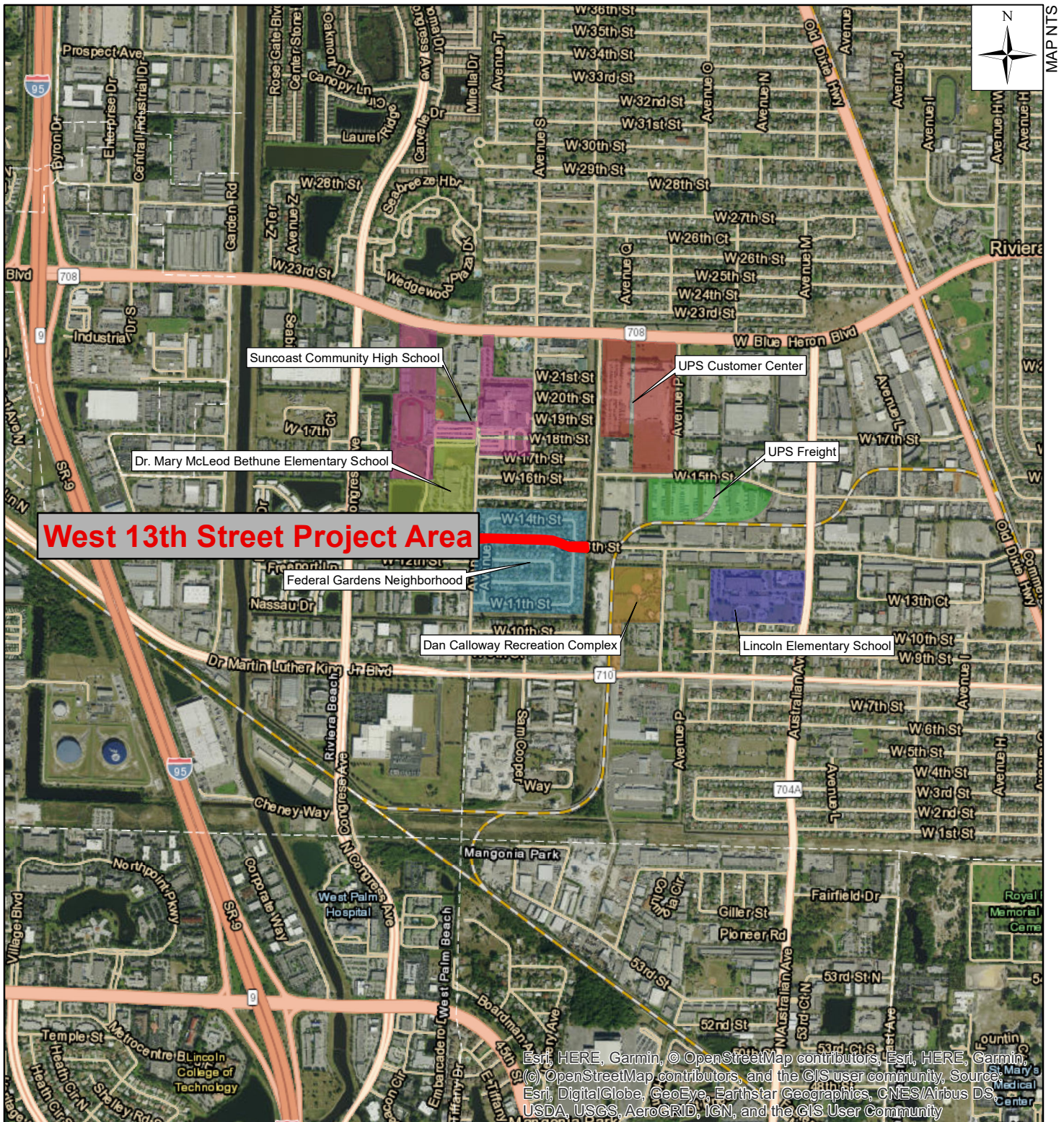


Exhibit 1: Project Location Map



3 Coordination Efforts

Traffic calming measures have the greatest chance of success when the stakeholders are involved to discuss their issues and expectations. The traffic calming measures presented in this memorandum should be coordinated with the following stakeholders at a minimum prior to implementation:

- Residents of Federal Gardens about traffic concerns and convenience for neighborhood entry and exit;
- Surrounding business owners for business traffic entry and exit;
- Palm Beach County School Board regarding impacts to the school routes for both buses, passenger vehicles and pedestrians;
- Palm Tran for bus route impacts;
- Riviera Beach Fire Department and Police Department for possible effects to emergency response time

4 Traffic Calming Alternatives

The Institute of Transportation Engineers defines traffic calming as “the combination of measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming consists of physical design and other measures put in place on existing roads to reduce vehicle speeds and improve safety for pedestrians and cyclists.” Sections 4.1 through 4.7 describe traffic calming measures that may be applicable for the Project Area. The traffic calming measures included in these sections have been studied for effectiveness by the Federal Highway Administration (FHWA). Also included in this section are conceptual designs for each alternative. Section 4.8 provides budget level costs for implementation and Section 4.9 provides a comparison for the various alternatives.

4.1 Alternative 1: Narrowed Travelway

Narrowing of travel lanes reduces speeds and makes drivers more aware of their surrounding areas, including other users of the right-of-way. This lane narrowing can be achieved through the use of pavement markings in various configurations. For this Project Area, it is recommended that the lanes be narrowed to a 10-foot width. Figure 4.1.a shows examples of pavement markings for narrowing lanes including solid stripe and cross striping. Figure 4.1.b shows the location of proposed pavement markings in the Project Area.



Figure 4.1.a: Narrowing Lanes Striping Examples

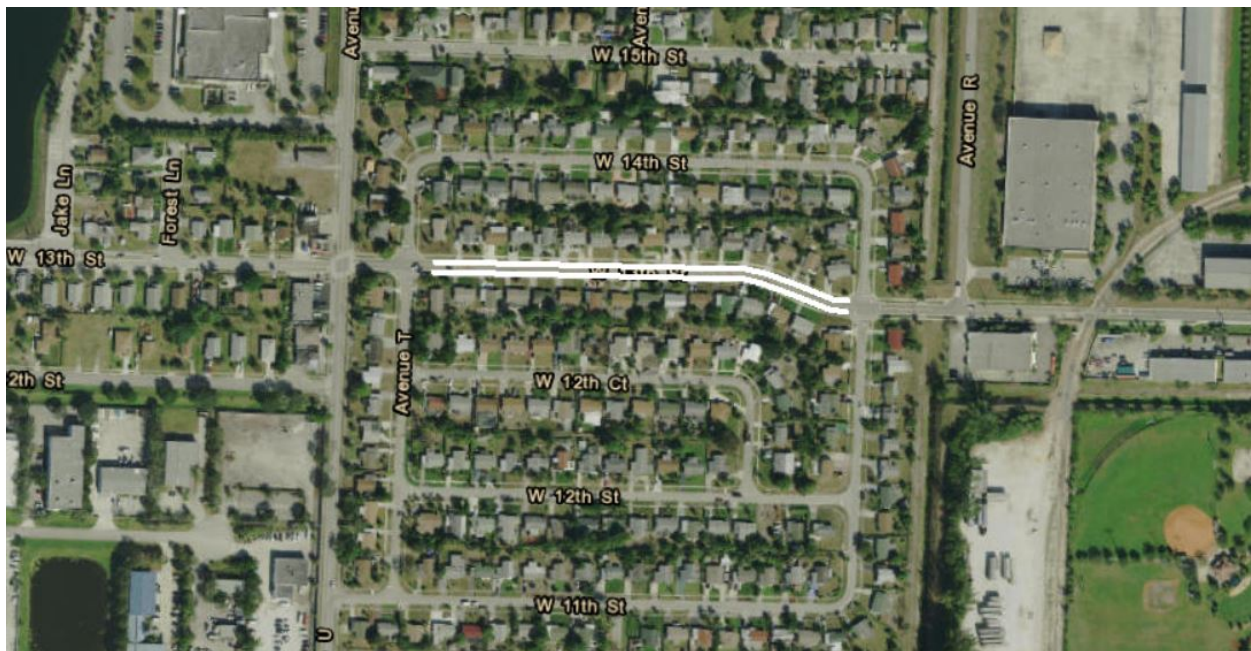


Figure 4.1.b: Proposed Design Alternative 1: Narrowing Lanes

4.2 Alternate 2: Traffic Calming Signage

Announcing signage to indicate an area has traffic calming devices will make drivers slow their speed in anticipation of the traffic calming devices. An example of traffic calming signage is shown in Figure 4.2.a below. These devices would be placed on either side of the Neighborhood entrance, at the intersections of West 13th Street with Avenue T and Avenue R, as shown in Figure 4.2.b.



Figure 4.2.a: Traffic Calming Signage Example

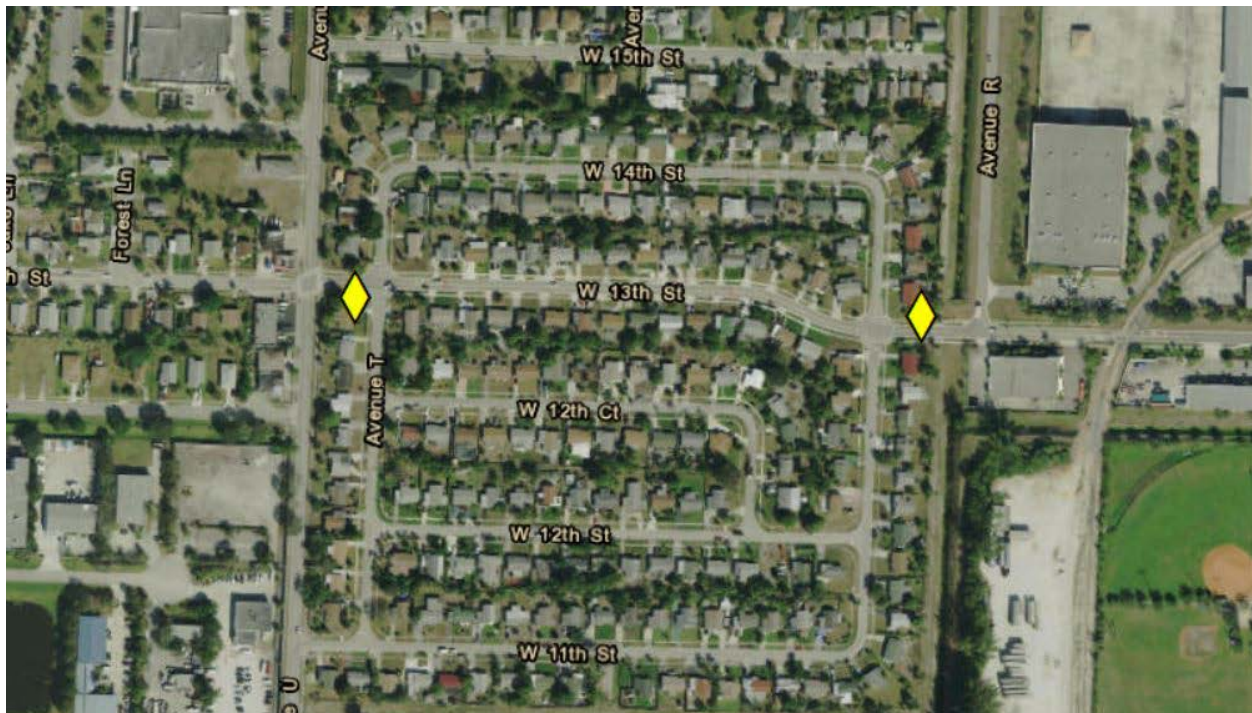


Figure 4.2.b: Proposed Design Alternative 2: Traffic Calming Signage

4.3 Alternate 3: Raised Intersection

Raised intersections are a form of speed tables for an entire intersection, that incorporate the raised profile of a speed hump with a more gradual transition. The average reduction in speed for raised intersections is approximately 7 – 9 mph. Raised intersection also provide an opportunity for specialty pavement materials which can provide neighborhood beautification and unique character. An example of a raised intersection with specialty pavement is shown in Figure 4.3.a. The raised intersections would be proposed at the intersections of West 13th Street with Avenue U and Avenue R as shown in Figure 4.3.b.



Figure 4.3.a: Raised Intersection Example

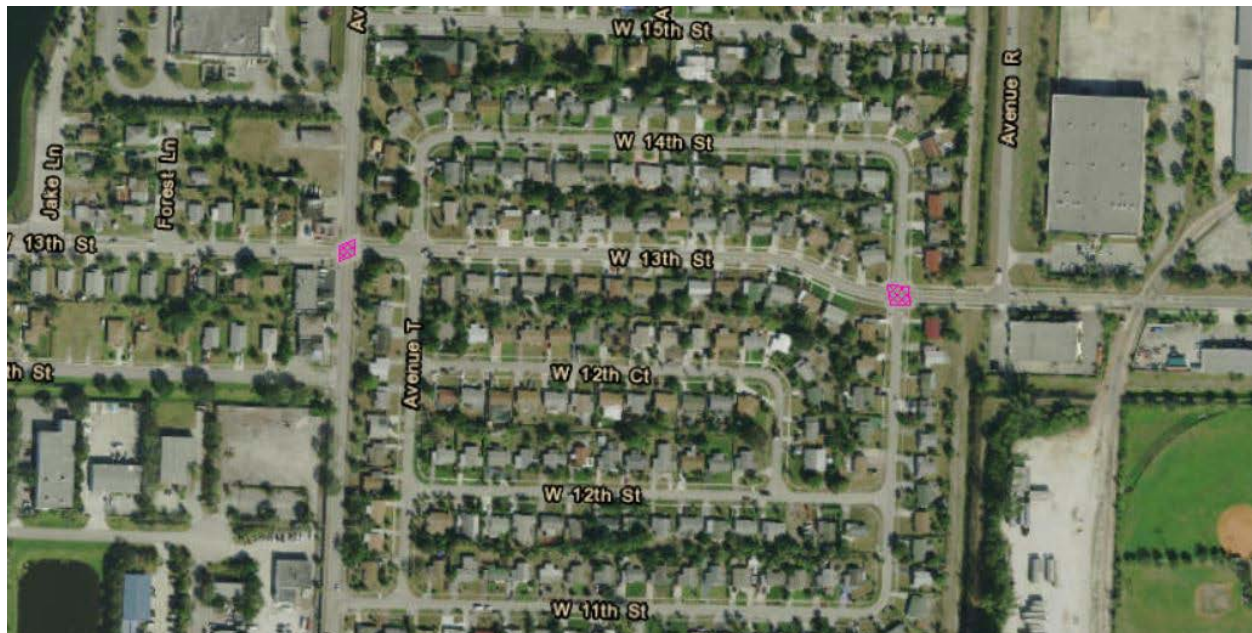


Figure 4.3.b: Proposed Design Alternative 3: Raised Intersection

4.4 Alternate 4: Raised Crosswalks

Raised crosswalks provide the same general speed reduction and beautification benefits as the raised intersection. An example of a raised crosswalk and signage is shown in Figure 4.4.a. The raised crosswalks would be proposed at the intersections of West 13th Street with Avenue U and Avenue R, for the pathway going across West 13th Street as shown in Figure 4.4.b.



Figure 4.4.a: Raised Crosswalk Example



Figure 4.4.b: Proposed Design Alternate 4: Raised Crosswalk

4.5 Alternate 5: Chicanes

Chicanes are curbed bulb outs set adjacent to the curb on alternating sides of the street that cause vehicles to travel in an “S” pattern and therefore reduce speed. Chicanes can be made of concrete, sod, specialty pavement materials, or landscape features. Examples of chicanes area shown below in Figure 4.5.a.



Figure 4.5.a: Chicanes Example

Chicanes should be spaced at intervals that slow traffic but still allow vehicles to pass safely. Also, they shall not interfere with driveways. Proposed locations for the chicanes are shown in Figure 4.5.b.

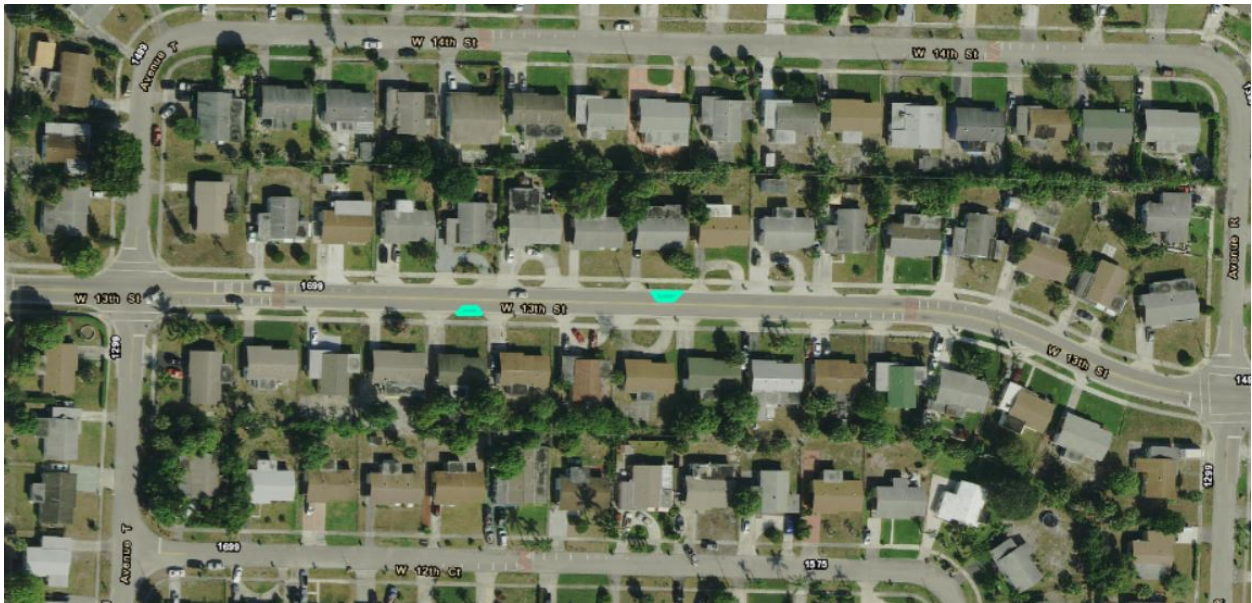


Figure 4.5.b: Proposed Design Alternative 5: Chicanes

4.6 Alternate 6: Traffic Circle

Traffic circles are channelizing devices that direct traffic clockwise around an intersection. They are typically raised with landscape or signage in the center to increase visibility. These traffic circles are designed such that emergency vehicles can navigate through them, however large trucks would need to drastically slow down in speed through the intersection. Figure 4.6.a shows examples of traffic circles.



Figure 4.6.a: Traffic Circles Example

The proposed location for the traffic circle is shown in Figure 4.6.b.

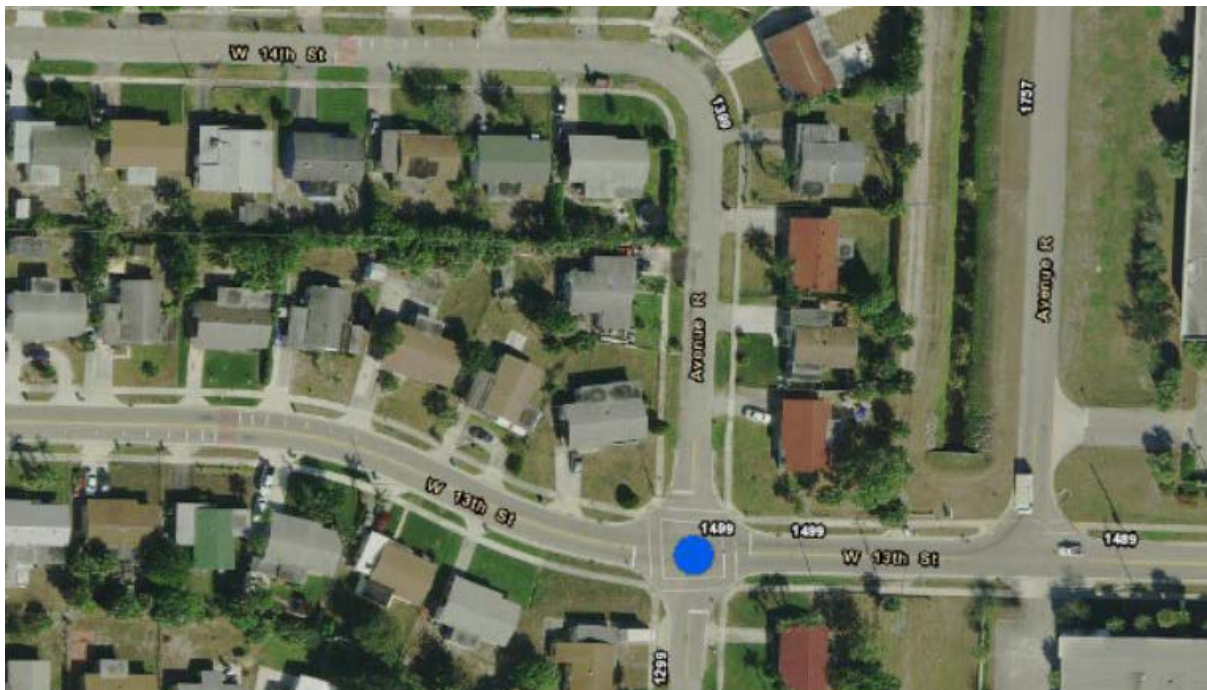


Figure 4.6.b: Proposed Design Alternative 6: Traffic Circle

4.7 Alternate 7: Permanent Road Closure

A permanent road closure terminates one leg of an intersection. An example of a permanent road closure is shown in Figure 4.7.a. The road would be eliminated on West 13th Street from Avenue R, west of the City canal, to Avenue R, east of the City canal. This road closure would eliminate any through traffic on West 13th Street from Avenue T to Avenue R as shown in Figure 4.7.b. All traffic within the Project Area would be related to the residential properties of the Neighborhood.



Figure 4.7.a: Permanent Road Closure Example

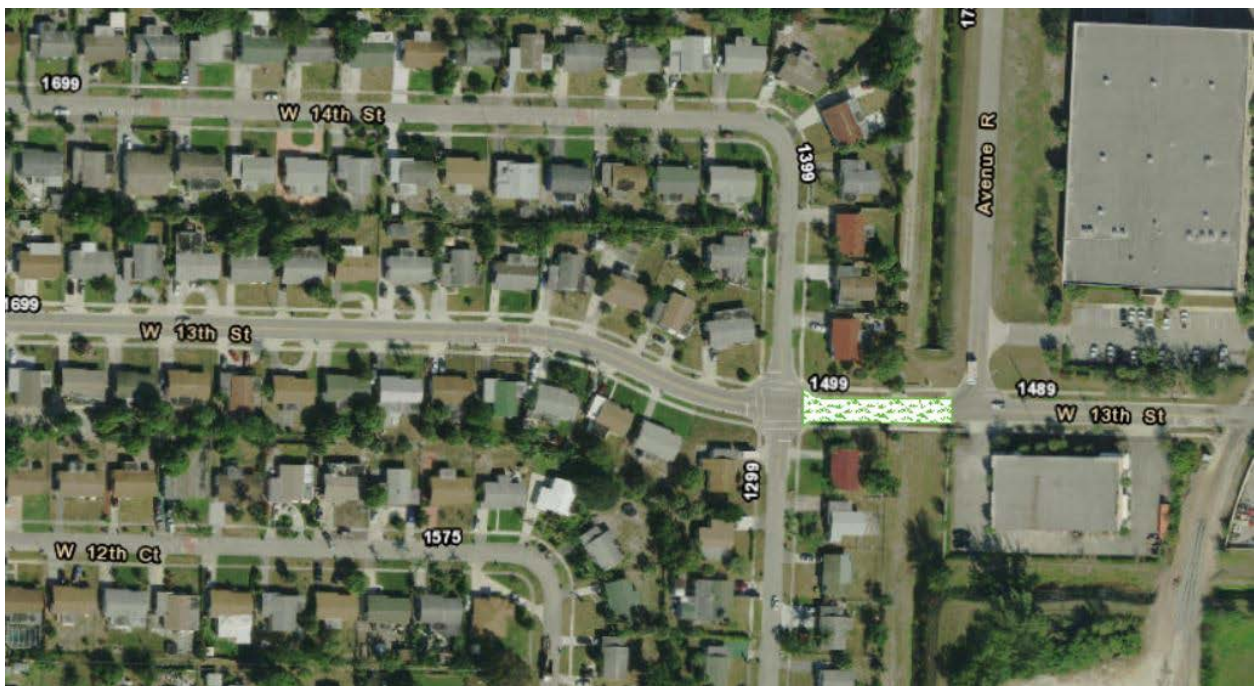


Figure 4.7.b: Design Alternative 7: Permanent Road Closure

4.8 Cost Estimates

A cost estimate has been prepared and shown in Table 4.8.1 for each design alternative for the City's consideration when choosing which traffic calming measures to implement. The proposed costs included in this memorandum are based on industry standard pricing and conditions of the project area. Costs are preliminary and may change when detailed design is performed.

Table 4.8.1: Cost Estimates for Design Alternatives

Alternative No.	Alternative Description	Cost	Assumptions
1a	Narrowed Travelway - Single White Stripe	\$19,200	2,400 LF of 6" solid white striping at \$8/LF
1b	Narrowed Travelway - Cross Hatch Stripes	\$26,400	2,400 LF of 6" solid solid white striping at \$8/LF, plus 720 LF of 12" white striping at \$10/LF.
2	Traffic Calming Signage	\$1,500	Includes two (2) signs.
3	Raised Intersection	\$30,375	Stamped asphalt for center of intersection, 45'x45', \$135/SY
4	Raised Crosswalk	\$27,000	Stamped asphalt for center of crosswalk, 50 SY each crosswalk, \$135/SY, 4 total crosswalks
5	Chicanes	\$20,000	No drainage improvements are required for installation; sod (no trees); 4 chicanes at \$10,000/EA
6	Traffic Circle	\$20,000	Stamped concrete in center, standard signage; 35 SY raised traffic circle
7	Permanent Road Closure	\$10,000	Pavement will be replaced with asphalt, 500 SY at \$20/SY

4.9 Comparison of Alternatives

Many factors should be considered before implementing the traffic calming measures proposed in this memorandum. Table 4.9.1 below outlines costs, speed reduction and beautification possibilities for comparison purposes. The effectiveness for each alternative can be measured in terms of the anticipated speed reduction. The speed reduction in turn has an effect on the reduction of volume of traffic, as motorists will choose other routes without traffic calming.

Table 4.9.1: Traffic Calming Alternative Analysis

Alternative No.	Alternative Description	Cost	Speed Reduction ⁽¹⁾	Considered a Beautification?
1a	Narrowed Travelway - Single White Stripe	\$19,200	0.5 mph	No
1b	Narrowed Travelway - Cross Hatch Stripes	\$26,400	0.5 mph	No
2	Traffic Calming Signage	\$1,500	3 mph ⁽²⁾	No
3	Raised Intersection	\$30,375	0.3 - 1 mph	Yes
4	Raised Crosswalk	\$27,000	7 - 9 mph	Yes
5	Chicanes	\$40,000	3 - 9 mph	Yes
6	Traffic Circle	\$20,000	5 mph ⁽³⁾	Yes
7	Permanent Road Closure	\$10,000	N/A	Yes

(1) Per FHWA "Traffic Calming ePrimer" https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm.

(2) Results will vary based on fines and enforcement

(3) Based on posted road speed limit of 25 mph and traffic circle recommended speed of 20 mph

5 Conclusion

This technical memorandum presents alternatives for the purpose of evaluating traffic calming, including speed and volume reduction, on West 13th Street within the Federal Gardens neighborhood. These alternatives can be used individually or combined to achieve the desired results. It is recommended that the alternatives be brought to the public and surrounding business owners for input and feedback. Also, certain alternatives, such as the permanent road closure, may need to be further analyzed by a traffic engineer to confirm that the re-routing of vehicles will not adversely impact adjacent roadways. Coordination for access within and through West 13th Street with these traffic calming measures should be discussed with the Palm Beach County School Board, Palm Tran, Riviera Beach Police Department and Riviera Beach Fire Department to further understand the impacts to each stakeholder.

6 References

FHWA "Traffic Calming ePrimer" https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm.

Institute of Transportation Engineers (ITE) "Speed Control in Residential Areas"

District 3 Traffic Calming Alternatives

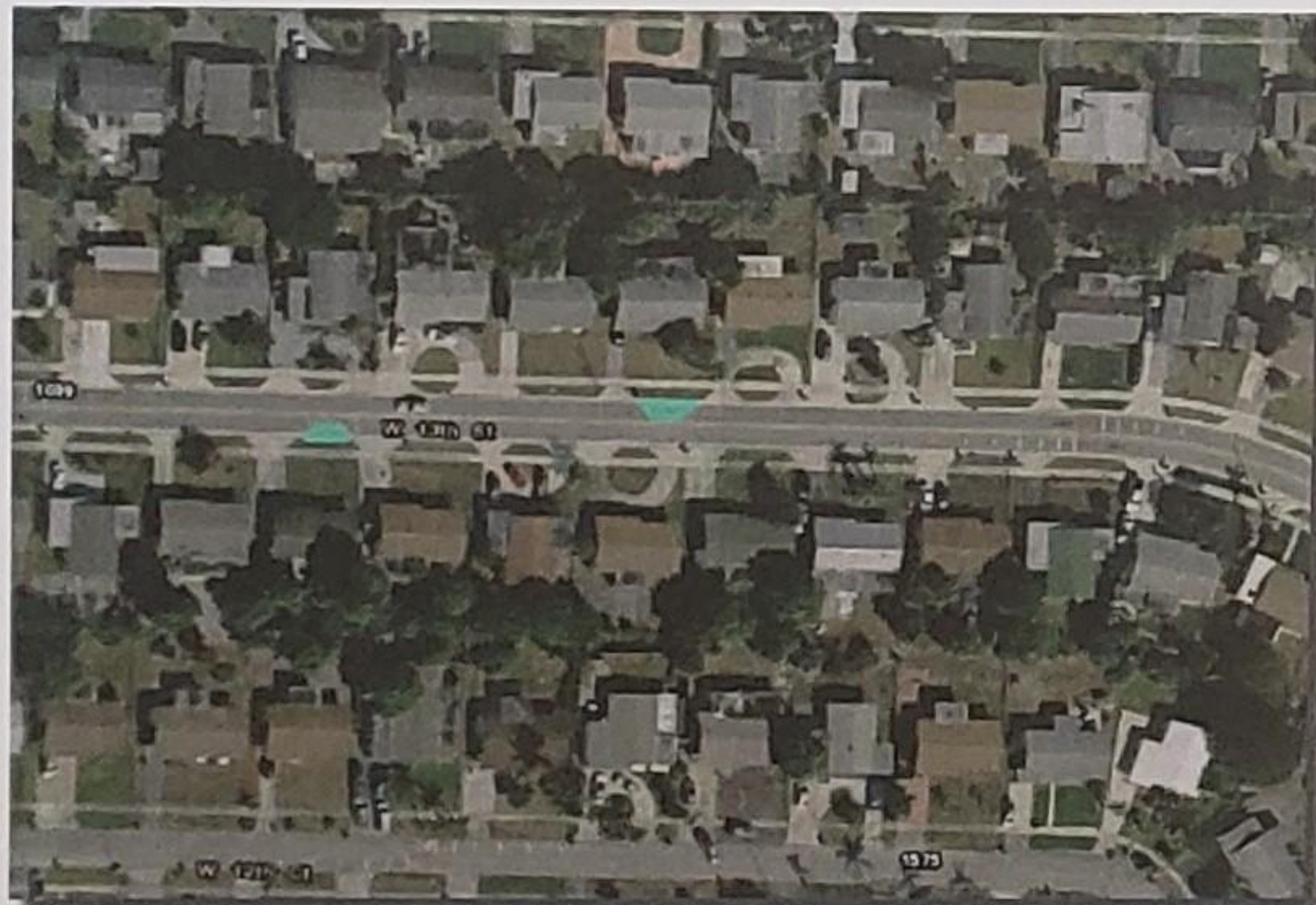
Alternative 1 Chicanes



Alternative 2 Traffic Circle



Alternative 3 Partial Road Closure (Eastbound Traffic Only)



TO: Jonathan Evans, City Manager
Deidra Jacobs, Assistant City Manager
FROM: Sedrick Clark, Interim Public Works Director
Clarence Sirmons, Development Services Director
Terrence Bailey, City Engineer
DATE: 6/24/2021 Updated 7-27-21
RE: Federal Gardens 13th Street Improvement Project

Below please find a tentative schedule for the above referenced 13th street improvement project:

- Scope Development - June 28, 2021
- Purchase Order Issued – July 6, 2021
- Final Engineering Plan Design (100%) September 1, 2021
- Procurement Advertising September 13, 2021
- Bids Received October 13, 2021
- Purchase Order Issued October 20, 2021
- Construction Commencement November 1, 2021
- Construction Completion December 31, 2021

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

Meeting Date: 9/1/2021

Agenda Category: PRESENTATIONS

Subject: PRESENTATION AND AWARDS FOR COMMUNITY SERVICE ACTIVITIES

Recommendation/Motion:

Originating Dept	CITY MANAGER	Costs	NOT APPLICABLE
User Dept.		Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Monroe, Luecinda	Approved	8/27/2021 - 10:13 AM

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "ZONING", ARTICLE 1, "IN GENERAL", SECTION 31-1, "DEFINITIONS", BY AMENDING THE DEFINITION OF "HEIGHT OF BUILDING" TO READ "HEIGHT OF BUILDING MEANS THE VERTICAL DISTANCE MEASURED FROM THE MINIMUM REQUIRED FLOOR OR 18 INCHES ABOVE THE CROWN OF THE ROAD TO (A) THE HIGHEST POINT OF A FLAT ROOF; (B) THE DECK LINE OF A MANSARD ROOF; (C) THE AVERAGE HEIGHT BETWEEN EAVES AND RIDGE FOR GABLE, HIP, AND GAMBREL ROOFS; OR (D) THE AVERAGE HEIGHT BETWEEN HIGH AND LOW POINTS FOR A SHED ROOF. PARAPET WALLS INTENDED TO PROVIDE SCREENING FOR ROOFTOP MECHANICALS MAY EXTEND NOT MORE THAN 5 FEET ABOVE THE ALLOWABLE HEIGHT OF A BUILDING."; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENTAL SERVICES, 561-845-4060

Recommendation/Motion: City staff recommends City Council approval.

Originating Dept	Development Services	Costs
User Dept.	City	Funding Source
Advertised	Yes	Budget Account Number N/A
Date	7/27/21; 8/10/21	
Paper	Palm Beach Post	
Affected Parties	Not Required	

Background/Summary:

The City of Riviera Beach has been reviewing several documents which relate to flooding and development over the past several months. The Development Services Department (Department) is in the process of updating the Coastal Element of the Comprehensive Plan, relative to perils of flooding most specifically. The Department also just submitted documentation for the recertification of our participation

in the Community Rating System (CRS) program which also relates to flooding and resiliency. The Federal Emergency Management Agency (FEMA) also recently released updated flood risk maps for the community. These maps are not yet adopted. The Department also continues to process building permit applications for new construction as well as redevelopment throughout the City. During the routine evaluation of permits staff realized that the existing definition for height of buildings was actually resulting in a restriction on development disproportionately affecting areas with a specified base flood elevation (BFE) higher than 18 inches above the crown of the road, and was not responsive to current construction best practices. The reason is that the starting point to measure the height of a building, per the existing code is “the vertical distance measured from the minimum required floor or base flood elevation or 18 inches above the crown of the road, whichever is less, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between eaves and ridge for gable, hip, and gambrel roofs; or (d) the average height between high and low points for a shed roof.” In areas with a base flood elevation that is at an elevation higher than 18 inches above the crown of the road the height of a building would be measured starting at 18 inches above the crown of a road but the actual elevation of the first floor would be a minimum of one foot above the base flood elevation. The phrase “whichever is less” may result in a restriction on the developable building height for areas with an established BFE. This proposed amendment also exempts parapet walls intended to screen rooftop mechanical units from the calculation of building height. It is more desirable to have this equipment shielded from view and the presence of walls can muffle any noise generated by the equipment and direct it vertically instead of laterally, and in flood zones putting mechanical units on the rooftops is a best practice. This regulation revision is intended to guide development in a consistent and fair manner and be responsive to the changing conditions of sea level rise, climate change and regulations for development in flood zones. The Code of Ordinances is intended to guide development in the community. It is also intended to be a document that changes and is amended over time as deemed necessary by the City’s leaders. Development Services staff have advanced this proposed amendment to the Land Development Code Chapter 31, Article 1, Section 31-1. Definitions, Building Height for several reasons. First and foremost, the existing definition is outdated. It was adopted 2-2-83 by Ordinance 2179. The definition is not responsive to the perils of flooding faced by the community today. There is a new State Building Code and Flood Map which require a higher minimum floor height for structures at risk of flooding. The Building Code also requires 1’ freeboard above the Base Flood Elevation for the minimum finished floor elevation. These additional elevation requirements are in place to help development be more resilient by requiring the minimum floor elevation to be at least one foot above the base flood elevation, but when combined with the maximum building height requirements in the code the result is a constraint on the development potential of those parcels. In commercial development in general, and particularly in flood prone areas, the mechanicals are being located on rooftops. More and more frequently single family dwellings in flood prone areas are doing the same. Land development codes and best practices typically require those mechanicals to be screened from view to mitigate impacts on abutters and also result in a more pleasing appearance for the structure. For this reason the proposed language specifically excludes parapet walls of not more than five feet in height from the overall building height calculation when they are installed specifically for the screening of rooftop mechanicals. As the City experiences continued growth and redevelopment the built form will be more aesthetically pleasing.

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

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_to_Council- _Building_Height_LDC_Amendment- 1.docx	MEMO TO COUNCIL	8/11/2021	Cover Memo
ORDINANCE_4174.pdf	ORDINANCE 4174	7/26/2021	Ordinance
APPLICATION_FORM.pdf	APPLICATION	7/26/2021	Backup Material
PZB_STAFF_REPORT.pdf	STAFF REPORT TO PZB	7/26/2021	Backup Material
PROPOSED_CODE.pdf	PROPOSED CODE	7/26/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	8/25/2021 - 11:58 AM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 1:04 PM
Finance	sherman, randy	Approved	8/25/2021 - 1:37 PM
Attorney	Busby, Lina	Approved	8/25/2021 - 1:58 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 4:33 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:49 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: CLARENCE SIRMONS, DIRECTOR, DEVELOPMENT SERVICES

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

SUBJECT: **AMENDMENT TO THE CODE OF ORDINANCES: BUILDING HEIGHT (ZA-21-06)**

DATE: AUGUST 18, 2021

CC: GENERAL PUBLIC

Background:

Development Services staff has proposed this amendment to the Land Development Code Chapter 31, Article 1, Section 31-1. Definitions, Building Height for several reasons. First and foremost, the existing definition is outdated. It was adopted in 1983 by Ordinance 2179. The definition is not responsive to the perils of flooding faced by the community today. The new State Building Code and Flood Map requires a higher minimum floor height for structures at risk of flooding. The Building Code also requires 1' freeboard above the Base Flood Elevation for the minimum finished floor elevation. These additional elevation requirements are in place to help development be more resilient by requiring the minimum floor elevation to be at least one foot above the base flood elevation, but when combined with the maximum building height requirements in the code, the result is a constraint on the development potential of those parcels.

An additional component of this text change involves parapet walls, which are typically up to five-foot extensions of exterior building walls beyond the roof line. In commercial development in general, and particularly in flood prone areas, the mechanicals are often located on rooftops. Increasingly, single family dwellings in flood prone areas are doing the same. Land development codes and best practices typically require those mechanicals to be screened from view to mitigate impacts on abutters and create a more pleasing appearance for the structure. For this reason, the proposed language specifically excludes parapet walls from the overall building height calculation when they are installed specifically for the screening of rooftop mechanicals.

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



Citywide Goal:

Build Great Neighborhoods

Budget/Fiscal Impact:

N/A

Recommendation(s):

City staff recommends the approval of this ordinance.

Attachments:

1. Ordinance 4174
2. Application
3. Staff Report to Planning & Zoning Board
4. Proposed Code Language



ORDINANCE NUMBER 4174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "ZONING", ARTICLE 1, "IN GENERAL", SECTION 31-1, "DEFINITIONS", BY AMENDING THE DEFINITION OF "HEIGHT OF BUILDING" TO READ "*HEIGHT OF BUILDING* MEANS THE VERTICAL DISTANCE MEASURED FROM THE MINIMUM REQUIRED FLOOR OR 18 INCHES ABOVE THE CROWN OF THE ROAD TO (A) THE HIGHEST POINT OF A FLAT ROOF; (B) THE DECK LINE OF A MANSARD ROOF; (C) THE AVERAGE HEIGHT BETWEEN EAVES AND RIDGE FOR GABLE, HIP, AND GAMBREL ROOFS; OR (D) THE AVERAGE HEIGHT BETWEEN HIGH AND LOW POINTS FOR A SHED ROOF. PARAPET WALLS INTENDED TO PROVIDE SCREENING FOR ROOFTOP MECHANICALS MAY EXTEND NOT MORE THAN 5 FEET ABOVE THE ALLOWABLE HEIGHT OF A BUILDING."; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Code of Ordinances controls and directs the development of land within the municipal limits of the City by way of text and maps; and

WHEREAS, Section 31-6 of the City of Riviera Beach Code of Ordinances establishes that the City Council may, by ordinance, regulate the location, height, bulk and size of buildings, and other structures; and

WHEREAS, Section 31-1 of the City of Riviera Beach Code of Ordinances establishes definitions to aid in the interpretation of the regulations; and

WHEREAS, the City's definition for "Height of building", adopted February 2, 1983, is outdated and not responsive to the perils of flooding faced by the community today thereby resulting in a constraint on development, particularly in the measurement of Building Height; and

WHEREAS, the screening of rooftop mechanicals from view is in the public interest in order to provide a pleasing built environment while mitigating the impacts of development on abutting property owners; and

WHEREAS, if this City-initiated amendment to the Code of Ordinances is approved, it will provide for a consistent and fair method to measure building height for all properties, including those located in flood zones; and

WHEREAS, the Planning and Zoning Board reviewed the proposed amendment to the Code of Ordinances Chapter 31, Article 1, Section 31-1 on July 22, 2021, and recommended approval to the City Council; and

WHEREAS, City staff finds that this amendment to the Code of Ordinances is responsive to the new Building Code and Flood Map which require a higher minimum floor height for properties at risk of flooding while still allowing the same height of buildings allowed on property not at risk of flooding; and

WHEREAS, the City Council of the City of Riviera Beach finds that the proposed amendment to the Code of Ordinances (ZA-21-06) is consistent with the City's Comprehensive Plan, sensitive to the perils of flooding, and promotes the health, safety, and welfare of the residents of the City and the general public.

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

SECTION 1. Legislative Findings, Intent, and Purpose. The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this Ordinance to promote the health, safety and general welfare of the residents, businesses, and stakeholders of the City.

SECTION 2. Chapter 31 of the Code of Ordinances of the City of Riviera Beach, entitled "Zoning", Article 1, entitled "In General" Section 31-1 is amended to read as follows (additions are underlined and deletions appear in ~~strike through~~ format):

ARTICLE I. IN GENERAL

Sec. 31-1.-Definitions.

* * *

Height of building means the vertical distance measured from the minimum required floor ~~or base flood elevation~~ or 18 inches above the crown of the road, ~~whichever is less~~, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between eaves and ridge for gable, hip, and gambrel roofs; or (d) the average height between high and low points for a shed roof. Parapet walls intended to provide screening for rooftop mechanicals may extend not more than 5 feet above the allowable height of a building.

* * *

SECTION 3. The City Council finds that it is in the best interest of the health, safety, and welfare of the public to enact this Ordinance.

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

SECTION 5. REPEAL OF LAWS IN CONFLICT. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and sections of this Ordinance may be renumbered to accomplish such intentions.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon final passage and adoption by City Council.

PASSED AND APPROVED on the first reading this _____ day of _____, 2021.

PASSED AND ADOPTED on second and final reading this _____ day of _____, 2021.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: _____

DAWN S. WYNN, CITY ATTORNEY

T. MCCOY: _____

DATE: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

1ST READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

2ND & FINAL READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

For Staff Use Only

City of Riviera Beach Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	Date:	Case Number:
	Project Title:	
	Fee Paid:	Notices Mailed:
	1 st Hearing:	2 nd Hearing:
	Publication Dates (if required)	

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)

Complete appropriate sections of Application and sign.

APPLICANT	Name of Property Owner(s):	n/a		
	Mailing Address:			
	Property Address:			
	Name of Applicant (if other than owner):	Development Services Department		
	Home: ()	Work: ()	Fax: ()	
	E-mail Address:			

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY	Future Land Use Map Designation:	Current Zoning Classification:
	Square footage of site:	Property Control Number (PCN):
	Type and gross area of any existing non residential uses on site:	
	Gross area of any proposed structure:	
	Is there a current or recent use of the property that is/was in violation of City Ordinance? [] Yes [] No	
	If yes, please describe:	
	Have there been any land use applications concerning all or part of this property in the last 18 months? [] Yes [] No	
	If yes, indicate date, nature and applicant's name:	
	Briefly describe use of adjoining property: North:	
	South:	
	East:	
West:		

REZONE	Requested Zoning Classification:
	Is the requested zoning classification contiguous with existing?
	Is a Special Exception necessary for your intended use? [] Yes [] No
	Is a Variance necessary for your intended use? [] Yes [] No


FUTURE LAND USE	Existing Use:	Proposed Use:
	Land Use Designation:	Requested Land Use:
	Adjacent Land Uses: North:	South:
	East:	West:
	Size of Property Requesting Land Use Change:	

SPECIAL EXCEPTION	Describe the intended use requiring a Special Exception:
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
Off-Site:	
Other:	

VARIANCE	Describe the Variance sought:
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN	Describe proposed development:
	Demonstrate that proposed use is appropriate to site:
	Demonstrate how drainage and paving requirement will be met:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
	Off-site:

OTHER	<u>COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:</u>
	<ul style="list-style-type: none"> • Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit. • Antenna manufacture cut sheets including antenna size and shape. • Zoning map of area with site clearly marked. • Photos of existing building or tower and surrounding uses. • Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional. • Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop. • Letter of structural capacity and building code compliance. • Notes on plan or letter demonstrating floor area coverage not in excess of restrictions • Provide Photo Enhancements of proposal. • Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

Confirmation of Information Accuracy	
<p>I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars (\$500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.</p>	
 Signature	7/6/21 Date



**CITY OF RIVIERA BEACH STAFF REPORT
APPLICATION: ZA-21-06**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "ZONING", ARTICLE 1, "IN GENERAL", SECTION 31-1, "DEFINITIONS", BY AMENDING THE DEFINITION OF "HEIGHT OF BUILDING" TO READ "*HEIGHT OF BUILDING* MEANS THE VERTICAL DISTANCE MEASURED FROM THE MINIMUM REQUIRED FLOOR OR 18 INCHES ABOVE THE CROWN OF THE ROAD TO (A) THE HIGHEST POINT OF A FLAT ROOF; (B) THE DECK LINE OF A MANSARD ROOF; (C) THE AVERAGE HEIGHT BETWEEN EAVES AND RIDGE FOR GABLE, HIP, AND GAMBREL ROOFS; OR (D) THE AVERAGE HEIGHT BETWEEN HIGH AND LOW POINTS FOR A SHED ROOF. PARAPET WALLS INTENDED TO PROVIDE SCREENING FOR ROOFTOP MECHANICALS MAY EXTEND NOT MORE THAN 5 FEET ABOVE THE ALLOWABLE HEIGHT OF A BUILDING."; PROVIDING FOR CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- A. Applicant:** City of Riviera Beach
- B. Request:** The application seeks to amend the definition for "Height of Buildings" in the Land Development Code of Ordinances Article I Section 31-1'
- C. Location:** N/A
- D. Property Description and Uses:** N/A
- E. Adjacent Property Description and Uses:** N/A
- F. Background:**

The City of Riviera Beach has been reviewing several documents which relate to flooding and development over the past several months. The Development Services Department (Department) is in the process of updating the Coastal Element of the Comprehensive Plan, relative to perils of flooding most specifically. The Department also just submitted documentation for the recertification of our participation in the Community Rating System (CRS) program which also relates to flooding and resiliency.



The Federal Emergency Management Agency (FEMA) also recently released updated flood risk maps for the community. These maps are not yet adopted. The Department also continues to process building permit applications for new construction as well as redevelopment throughout the City. During the routine evaluation of permits staff realized that the existing definition for height of buildings was actually resulting in a restriction on development disproportionally affecting areas with a specified base flood elevation (BFE) higher than 18 inches above the crown of the road, and was not responsive to current construction best practices. The reason is that the starting point to measure the height of a building, per the existing code is “the vertical distance measured from the minimum required floor or base flood elevation or 18 inches above the crown of the road, whichever is less, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between eaves and ridge for gable, hip, and gambrel roofs; or (d) the average height between high and low points for a shed roof.” In areas with a base flood elevation that is at an elevation higher than 18 inches above the crown of the road the height of a building would be measured starting at 18 inches above the crown of a road but the actual elevation of the first floor would be a minimum of one foot above the base flood elevation. The phrase “whichever is less” may result in a restriction on the developable building height for areas with an established BFE. This proposed amendment also exempts parapet walls intended to screen rooftop mechanical units from the calculation of building height. It is more desirable to have this equipment shielded from view and the presence of walls can muffle any noise generated by the equipment and direct it vertically instead of laterally, and in flood zones putting mechanical units on the rooftops is a best practice. This regulation revision is intended to guide development in a consistent and fair manner and be responsive to the changing conditions of sea level rise, climate change and regulations for development in flood zones.

G. Staff Analysis:

The Code of Ordinances is intended to guide development in the community. It is also intended to be a document that changes and is amended over time as deemed necessary by the City’s leaders. Development Services staff have advanced this proposed amendment to the Land Development Code Chapter 31, Article 1, Section 31-1. Definitions, Building Height for several reasons. First and foremost, the existing definition is outdated. It was adopted 2-2-83 by Ordinance 2179. The definition is not responsive to the perils of flooding faced by the community today. There is a new State Building Code and Flood Map which require a higher minimum floor height for structures at risk of flooding. The Building Code also requires 1’ freeboard above the Base Flood Elevation for the minimum finished floor elevation. These additional elevation requirements are in place to help development be more resilient by requiring the minimum floor elevation to be at least one foot above the base flood elevation, but when combined with the maximum building height requirements in the code the result is a constraint on the development potential of those parcels. In commercial development in general, and particularly in flood prone areas, the mechanicals are being located on rooftops. More and more frequently single family dwellings in flood prone areas are doing the same. Land development codes and best practices typically require those mechanicals to be screened from view to mitigate impacts on abutters and also result in a more pleasing appearance for the structure. For



this reason the proposed language specifically excludes parapet walls of not more than five feet in height from the overall building height calculation when they are installed specifically for the screening of rooftop mechanicals. As the City experiences continued growth and redevelopment the built form will be more aesthetically pleasing.

H. Recommendation:

Staff recommends approval of the Application ZA-21-06 from the City of Riviera Beach which is “An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Amending Chapter 31 of the City’s Code of Ordinances entitled, “Zoning”, Article 1, “In General”, Section 31-1, “Definitions”, by amending the definition of “height of building” to read “*height of building* means the vertical distance measured from the minimum required floor or 18 inches above the crown of the road to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between eaves and ridge for gable, hip, and gambrel roofs; or (d) the average height between high and low points for a shed roof. parapet walls intended to provide screening for rooftop mechanicals may extend not more than 5 feet above the allowable height of a building.”; providing for conflicts, severability and codification; and providing for an effective date.



Dwelling unit (DU) means a room or suite of two or more rooms suitable and designated for residential use and not occupied by more than one family doing its own cooking therein and having only one kitchen facility, located within a building.

Easement means a grant to the general public, a corporation or a certain person for use of a strip or parcel of land for a specific purpose.

Expression line means a continuous line on a building façade expressed by a variation in material or by a cornice or molding.

Family means one or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit exclusive of household servants.

Family day care home means an accessory use conducted in an occupied residence in which custodial care is regularly provided to one to six children, inclusive, and for which the owner or operator receives a payment, fee, or grant for any of the children receiving care, whether or not operating for profit.

Ferrous metal means any metals containing significant quantities of iron or steel.

Filling (service) stations means any building or plot of land used or designed to be used for the storage and retail sale of automotive fuels and lubricants and which may include facilities for washing, polishing, greasing, waxing, tire repairing and other minor repairs. No major vulcanizing, tire recapping or other major mechanical repairs shall be included in the operation of a filling station.

Floor area ratio (F.A.R.) means the total floor area built on a zoning lot, divided by the total lot area of that zoning lot.

Floor area, total means the sum of the areas of the several floors of the structure, as measured by the exterior faces of the walls, including fully enclosed porches and the like as measured by the exterior limits thereof, but excluding garage space which is in the basement or lower floors of a building. Carports, garages, breezeways and porches shall be excluded from the computation of floor area when a minimum floor area is specified in these provisions.

Floor footprint means the total indoor and outdoor footprint of a building at any given story. The 100-percent floor footprint is calculated by multiplying the maximum lot coverage by the overall size of the parcel. Some districts may limit the floor footprint by percentage at certain stories.

Garage, private means an accessory building or a portion of a main building designed or used for the storage of automobiles of the occupants of the main building. A carport would be considered a private garage.

Garage, public means a building or portion thereof, other than a private or storage garage, designed or used for the storage, servicing, repairing and equipping of motor vehicles.

Garage, storage means a building or portion thereof designed or used exclusively for the storage or parking of automobiles. Services, other than storage, shall be limited to refueling, lubrication, washing, waxing and polishing.

Height of building means the vertical distance measured from the minimum required floor ~~or base flood elevation~~ or 18 inches above the crown of the road, ~~whichever is less~~, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between eaves and ridge for gable, hip, and gambrel roofs; or (d) the average height between high and low points for a shed roof. Parapet walls intended to provide screening for rooftop mechanicals may extend not more than 5 feet above the allowable height of a building.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: Floodplain Management Chapter Update

Recommendation/Motion: Staff recommends approval of this Ordinance.

Originating Dept	Development Services	Costs	NOT APPLICABLE
User Dept.	Citywide	Funding Source	N/A
Advertised	Yes	Budget Account Number	N/A
Date	July 14, 2021		
Paper	Palm Beach Post		
Affected Parties	Not Required		

Background/Summary:

Most homeowner insurance policies do not cover flood damage. The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA) to provide flood insurance to property owners, renters and businesses. Flood insurance is only available to properties located within NFIP participating communities. NFIP participating communities are required to adopt and enforce floodplain management regulations that help mitigate the effects of flooding. The City of Riviera Beach participates in the NFIP and also participates in the NFIP's Community Rating System (CRS).

The CRS program is a voluntary program that provides discounts on flood insurance rates to property owners based upon the community's CRS rating. CRS communities are rated from 1 to 10 based upon floodplain management activities in the community that exceed the NFIP minimums. A 5% discount is given for each point a community is rated below a 10. The City of Riviera Beach ("City") has a current CRS rating of 9 which relates to a 5% discount for properties within the City. There are currently 5,038 flood insurance policies within the city with \$1,547,766 in total annual premiums.

The NFIP has recently established new minimum requirements for communities to qualify for a CRS rating of 8 or better: a community's floodplain management regulations must require that all manufactured homes installed or replaced in a special flood hazard area must be elevated so that the lowest floor is above the base flood elevation plus 1 foot.

The City of Riviera Beach is currently in the CRS recertification process through the Insurance Services Organization (ISO) and must revise our floodplain management regulations in order to improve our CRS rating which will provide greater discounts for property owners within the City. Each point improvement in the City's CRS rating translates to approximately \$66,000.00 in flood insurance premium savings for property owners in Riviera Beach.

Other minor amendments to the floodplain management regulations include amending some definitions

and repealing Exhibit A. "Technical Amendments to the Florida Building Code". The repeal of Exhibit A. is necessary because amendments within the exhibit have become redundant as they are now contained within the new edition of the Florida Building Code.

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

Council_Memo_Floodplain_Mgmt.docx

Memo to
Council

8/11/2021

Cover
Memo

Ordinance_Floodplain_Management_DSW_LB_edits.docx	Ordinance	8/11/2021	Other
Chapter_25___FLOODPLAIN_MANAGEMENT___Existing_Code.pdf	Existing Ordinance	7/19/2021	Backup Material
PZB_Staff_Report.pdf	P&Z Board Meeting Staff Report	7/19/2021	Backup Material
NFIP_CRS_Class_8_Freeboard_FAQ_s.pdf	NFIP CRS Class 8 Prerequisites Summary	7/26/2021	Backup Material
SFMO_Guidance.Class_8_Prereq._Model_Language_rev_5.24.21.pdf	FEMA Ordinance Guidance	7/26/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	8/25/2021 - 11:59 AM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 1:05 PM
Finance	sherman, randy	Approved	8/25/2021 - 1:37 PM
Attorney	Busby, Lina	Approved	8/25/2021 - 1:58 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 4:34 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:49 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: MICHAEL GRIMM, BUILDING OFFICIAL; CLARENCE SIRMONS,
DIRECTOR OF DEVELOPMENT SERVICES, AICP

SUBJECT: **ORDINANCE 4175, AMENDING THE CITY OF RIVIERA BEACH
MUNICIPAL CODE, CHAPTER 25, "FLOODPLAIN MANAGEMENT"**

DATE: JULY 14, 2021

CC: PLANNING AND ZONING BOARD
GENERAL PUBLIC

Background:

Most homeowner insurance policies do not cover flood damage. The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA) to provide flood insurance to property owners, renters and businesses. Flood insurance is only available to properties located within NFIP participating communities. NFIP participating communities are required to adopt and enforce floodplain management regulations that help mitigate the effects of flooding. The City of Riviera Beach participates in the NFIP and also participates in the NFIP's Community Rating System (CRS).

The CRS program is a voluntary program that provides discounts on flood insurance rates to property owners based upon the community's CRS rating. CRS communities are rated from 1 to 10 based upon floodplain management activities in the community that exceed the NFIP minimums. A 5% discount is given for each point a community is rated below a 10. The City of Riviera Beach ("City") has a current CRS rating of 9 which relates to a 5% discount for properties within the City. There are currently 5,038 flood insurance policies within the city with \$1,547,766 in total annual premiums.



The NFIP has recently established new minimum requirements for communities to qualify for a CRS rating of 8 or better: a community's floodplain management regulations must require that all manufactured homes installed or replaced in a special flood hazard area must be elevated so that the lowest floor is above the base flood elevation plus 1 foot.

The City of Riviera Beach is currently in the CRS recertification process through the Insurance Services Organization (ISO) and must revise our floodplain management regulations in order to improve our CRS rating which will provide greater discounts for property owners within the City. Each point improvement in the City's CRS rating translates to approximately \$66,000.00 in flood insurance premium savings for property owners in Riviera Beach.

Other minor amendments to the floodplain management regulations include amending some definitions and repealing Exhibit A. "Technical Amendments to the Florida Building Code". The repeal of Exhibit A. is necessary because amendments within the exhibit have become redundant as they are now contained within the new edition of the Florida Building Code.

Citywide Goal:

Build Great Neighborhoods

Budget/ Fiscal Impact:

N/A

Recommendation(s):

City staff recommends City Council's approval of the attached Ordinance.

Attachment(s):

1. Ordinance 4175
2. Existing Ordinance
3. Planning and Zoning Board Staff Report
4. NFIP CRS Class 8 Prerequisites
5. FEMA Ordinance Guidance

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



ORDINANCE NO. 4175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES ENTITLED "FLOODPLAIN MANAGEMENT", IN ORDER TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO REPEAL CHAPTER 25 EXHIBIT A; PROVIDING FOR APPLICABILITY, REPEAL OF LAWS IN CONFLICT, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Riviera Beach participates in the National Flood Insurance Program (NFIP) and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements, achieving a CRS rating of Class 9; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better and to satisfy the prerequisite; and in order for City of Riviera Beach to achieve a rating of Class 8, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Council determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System and to anticipate improving its class rating; and

WHEREAS, the Federal Emergency Management Agency (FEMA) released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the City Council has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

SECTION 2. Chapter 25, Floodplain Management is hereby amended to read as follows:

* * *

CHAPTER 25 – FLOODPLAIN MANAGEMENT

ARTICLE I. ADMINISTRATION

Sec. 25-1. General.

- (1) *Title.* These regulations shall be known as the Floodplain Management Ordinance of City of Riviera Beach hereinafter referred to as "this ordinance."
- (2) *Scope.* The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (3) *Intent.* The purposes of this ordinance and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - e. Minimize damage to public and private facilities and utilities;
 - f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

- (4) *Coordination with the Florida Building Code.* This ordinance is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (5) *Warning.* The degree of flood protection required by this ordinance and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.
- (6) *Disclaimer of Liability.* This ordinance shall not create liability on the part of City Council of Riviera Beach or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

Sec. 25-2. Applicability.

- (1) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) *Areas to which this ordinance applies.* This ordinance shall apply to all flood hazard areas within the Riviera Beach as established in subsection 25-2(3).
- (3) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated October 5, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Building Department at 600 W Blue Heron Blvd, Riviera Beach, FL 33404.
- (4) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to subsection 25-5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - a. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
 - b. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

- (5) *Other laws.* The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.
- (6) *Abrogation and greater restrictions.* This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.
- (7) *Interpretation.* In the interpretation and application of this ordinance, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the governing body; and
 - c. Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 25-3. Duties and powers of the floodplain administrator.

- (1) *Designation.* The city manager or designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (2) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this ordinance. The floodplain administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to subsection 25-7.
- (3) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - a. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - b. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
 - c. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - d. Provide available flood elevation and flood hazard information;
 - e. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - f. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - g. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings,

- structures and facilities exempt from the Florida Building Code, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- h. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.
- (4) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
- a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this ordinance is required.
- (5) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to subsection 25-7.
- (6) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.
- (7) *Inspections.* The floodplain administrator shall make the required inspections as specified in subsection 25-6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (8) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:

- a. Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection 25-3(4);
 - b. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
 - d. Review required design certifications and documentation of elevations specified by this ordinance and the Florida Building Code to determine that such certifications and documentations are complete;
 - e. Notify the Federal Emergency Management Agency when the corporate boundaries of Riviera Beach are modified; and
 - f. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (9) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Building Department.

Sec. 25-4. Permits.

- (1) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s)

and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

- (2) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ordinance:
 - a. Railroads and ancillary facilities associated with the railroad.
 - b. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 - f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - i. Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (4) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - a. Identify and describe the development to be covered by the permit or approval.

- b. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - c. Indicate the use and occupancy for which the proposed development is intended.
 - d. Be accompanied by a site plan or construction documents as specified in subsection 25-5.
 - e. State the valuation of the proposed work.
 - f. Be signed by the applicant or the applicant's authorized agent.
 - g. Give such other data and information as required by the floodplain administrator.
- (5) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (6) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (7) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.
- (8) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
- a. The South Florida Water Management District; section 373.036, F.S.
 - b. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 - c. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
 - d. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
 - e. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - f. Federal permits and approvals.

Sec. 25-5. Site plans and construction documents.

(1) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- a. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- b. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with subsection 25-5(2)b or c.
- c. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection 25-5(2)a.
- d. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- e. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- f. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- g. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- h. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- i. Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

(2) *Information in flood hazard areas without base flood elevations (approximate zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- b. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain

- and use base flood elevation and floodway data available from a federal or state agency or other source.
- c. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - i. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - ii. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - d. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (3) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- a. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection 25-5(4) and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - b. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
 - c. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection 25-5(4).
 - d. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

- (4) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 25-6. Inspections.

- (1) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (2) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.
- (4) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - a. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - b. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 25-(5)2.b, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (5) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection 25-6(4).
- (6) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

Sec. 25-7. Variances and appeals.

- (1) *General.* The development special magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section

553.73(5), F.S., the development special magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

- (2) *Appeals.* The development special magistrate shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.
- (3) *Limitations on authority to grant variances.* The development special magistrate shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 25-7(7), the conditions of issuance set forth in subsection 25-7(8), and the comments and recommendations of the floodplain administrator and the building official. The development special magistrate has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.
- (4) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 25-5(3).
- (5) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (6) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of subsection 25-107(4), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (7) *Considerations for issuance of variances.* In reviewing requests for variances, the Development Special Magistrate shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:
 - a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - d. The importance of the services provided by the proposed development to the community;

- e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - f. The compatibility of the proposed development with existing and anticipated development;
 - g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (8) *Conditions for issuance of variances.* Variances shall be issued only upon:
- a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
 - b. Determination by the development special magistrate that:
 - i. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - ii. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - iii. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 25-8. Violations.

- (1) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (2) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this ordinance and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (3) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by Chapter 22 of the Code of Ordinances.

Secs. 25-9—25-20. Reserved.

ARTICLE II. DEFINITIONS

Sec. 25-21. General.

- (1) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.
- (2) *Terms defined in the Florida Building Code.* Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (3) *Terms not defined.* Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
- (4) *Definitions.*

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1—V30, VE, or V.

Critical facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 22, 1972. Also defined in FBC, B, Section 202.]

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 22, 1972.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1 percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of

specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include: ;;p1; *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market.~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 22, 1972 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 22, 1972.~~

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction ~~Permanent construction~~ does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes]

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Secs. 25-22—25-30. Reserved.

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

Sec. 25-31. Buildings and structures.

- (1) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to subsection 25-4(3), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of subsection 25-37.
- (2) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 - a. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.
- (3) *Critical facilities.* New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2% annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard are not available that satisfy the objectives of a proposed critical facility, then the critical facility shall have the lowest floor elevated to the base flood elevation plus 3 feet. Floodproofing and sealing measures shall ensure that toxic substances will not be displaced or released into floodwater. Access routes that are elevated to or above the base flood elevation shall be provided to the extent feasible ~~feasible~~.
- (4) *Accessory structures.* Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:
 - (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
 - (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.
 - (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 25-32. Subdivisions.

- (1) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - b. Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 25-5(2)a; and
 - c. Compliance with the site improvement and utilities requirements of subsection 25-33.

Sec. 25-33. Site improvements, utilities and limitations.

- (1) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

- (3) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (4) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 25-5(3)a demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (5) *Limitations on placement of fill.* Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (6) *Limitations on sites in coastal high hazard areas (zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 25-5(3)d demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with subsection 25-37(8)c.

Sec. 25-34. Manufactured homes.

- (1) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (2) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
 - a. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this ordinance. ~~Foundations for manufactured homes subject to subsection 25-34(6) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
 - b. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this ordinance.
- (3) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

- (4) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 25-34(5) or (6), as applicable.~~
- ~~(5) *General elevation requirement.* Unless subject to the requirements of subsection 25-34(6), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~
- ~~(6) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection 25-34(5), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~
- ~~a. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
- ~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~
- ~~(5) (7) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.~~
- ~~(6) (8) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.~~

Sec. 25-35. Recreational vehicles and park trailers.

- (1) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
- a. Be on the site for fewer than 180 consecutive days; or
- b. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

- (2) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection 25-35(1) for temporary placement shall meet the requirements of subsection 25-34 for manufactured homes.

Sec. 25-36. Tanks.

- (1) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (2) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection 25-36(3) shall:
 - a. Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - b. Not be permitted in coastal high hazard areas (zone V).
- (3) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (4) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - a. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - b. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 25-37. Other development.

- (1) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the Florida Building Code, shall:
 - a. Be located and constructed to minimize flood damage;
 - b. Meet the limitations of subsection 25-33(4) if located in a regulated floodway;
 - c. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - d. Be constructed of flood damage-resistant materials; and
 - e. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood

elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

- (2) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 25-33(4).
- (3) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 25-33(4).
- (4) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 25-33(4). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 25-5(3)c.
- (5) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 - a. Structurally independent of the foundation system of the building or structure;
 - b. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - c. Have a maximum slab thickness of not more than four inches.
- (6) *Decks and patios in coastal high hazard areas (zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
 - a. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 - b. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - c. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection

that would increase damage to the building or structure or to adjacent buildings and structures.

- d. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (7) *Other development in coastal high hazard areas (zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
- a. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - b. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - c. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
- (8) *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:
- a. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - b. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - c. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

* * *

SECTION 4. Repeal Exhibit A, Technical Amendments to the Florida Building Code “Residential”

* * *

~~EXHIBIT A. TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE,
"RESIDENTIAL"~~

~~R322.2.1 Elevation requirements.~~

- ~~1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~
- ~~2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.~~
- ~~3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.~~
- ~~4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~

~~*Exception:* Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.~~

~~R322.3.2 Elevation requirements.~~

- ~~1. All buildings and structures erected within coastal high hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~
- ~~2. Basement floors that are below grade on all sides are prohibited.~~
- ~~3. The use of fill for structural support is prohibited.~~
- ~~4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~

~~*Exception:* Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.~~

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SECTION 3: APPLICABILITY

For purposes of jurisdictional applicability, this Ordinance shall apply to the City of Riviera Beach.

SECTION 4: REPEAL OF LAWS IN CONFLICT

All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 5: SEVERABILITY

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

SECTION 6: CODIFICATION

It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of the City of Riviera Beach, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “Section”, “Article” or another word.

SECTION 7: EFFECTIVE DATE

The provisions of this Ordinance shall become effective upon final approval and adoption.

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PASSED and APPROVED on first reading this ____ day of _____, 2021.

PASSED and ADOPTED on second and final reading this ____ day of _____, 2021.

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D.
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

1ST READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

2ND & FINAL READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

Reviewed as to Legal Sufficiency

DAWN S. WYNN
CITY ATTORNEY

DATE: _____

Chapter 25 FLOODPLAIN MANAGEMENT¹

ARTICLE I. ADMINISTRATION

Sec. 25-1. General.

- (1) *Title.* These regulations shall be known as the Floodplain Management Ordinance of City of Riviera Beach hereinafter referred to as "this ordinance."
- (2) *Scope.* The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (3) *Intent.* The purposes of this ordinance and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - e. Minimize damage to public and private facilities and utilities;
 - f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

¹Editor's note(s)—Ord. No. 4088, § 2, adopted Dec. 21, 2016, amended former Ch. 25, arts. I—VII, in its entirety to read as herein set out. Former Ch. 25 pertained to similar subject matter and derived from Ord. No. 2929, § 3, adopted Sept. 18, 2002.

Cross reference(s)—Code enforcement, § 2-311 et seq.; buildings and building regulations, ch. 22; coastal construction, ch. 23; planning, ch. 27; signs, ch. 28; streets and sidewalks, ch. 29; subdivisions, ch. 30; zoning, ch. 31.

State law reference(s)—Authority to promulgate flood prevention regulations, F.S. ch. 166.

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- h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- (4) *Coordination with the Florida Building Code.* This ordinance is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (5) *Warning.* The degree of flood protection required by this ordinance and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.
- (6) *Disclaimer of Liability.* This ordinance shall not create liability on the part of City Council of Riviera Beach or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-2. Applicability.

- (1) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) *Areas to which this ordinance applies.* This ordinance shall apply to all flood hazard areas within the Riviera Beach as established in subsection 25-2(3).
- (3) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated October 5, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Building Department at 600 W Blue Heron Blvd, Riviera Beach, FL 33404.
- (4) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to subsection 25-5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
- a. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
 - b. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (5) *Other laws.* The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

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- (6) *Abrogation and greater restrictions.* This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.
- (7) *Interpretation.* In the interpretation and application of this ordinance, all provisions shall be:
- a. Considered as minimum requirements;
 - b. Liberally construed in favor of the governing body; and
 - c. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 4088, § 2, 12-21-16; Ord. No. 4099, § 2, 9-20-17)

Sec. 25-3. Duties and powers of the floodplain administrator.

- (1) *Designation.* The city manager or designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (2) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this ordinance. The floodplain administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to subsection 25-7.
- (3) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - a. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - b. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
 - c. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - d. Provide available flood elevation and flood hazard information;
 - e. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - f. Review applications to determine whether proposed development will be reasonably safe from flooding;
 - g. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
 - h. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

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- (4) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
- a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this ordinance is required.
- (5) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to subsection 25-7.
- (6) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.
- (7) *Inspections.* The floodplain administrator shall make the required inspections as specified in subsection 25-6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (8) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- a. Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection 25-3(4);
 - b. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
 - d. Review required design certifications and documentation of elevations specified by this ordinance and the Florida Building Code to determine that such certifications and documentations are complete;
 - e. Notify the Federal Emergency Management Agency when the corporate boundaries of Riviera Beach are modified; and

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- f. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (9) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Building Department.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-4. Permits.

- (1) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.
- (2) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ordinance:
- a. Railroads and ancillary facilities associated with the railroad.
 - b. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

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- f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - i. Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (4) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- a. Identify and describe the development to be covered by the permit or approval.
 - b. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - c. Indicate the use and occupancy for which the proposed development is intended.
 - d. Be accompanied by a site plan or construction documents as specified in subsection 25-5.
 - e. State the valuation of the proposed work.
 - f. Be signed by the applicant or the applicant's authorized agent.
 - g. Give such other data and information as required by the floodplain administrator.
- (5) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (6) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (7) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.
- (8) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
- a. The South Florida Water Management District; section 373.036, F.S.
 - b. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

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- c. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
 - d. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
 - e. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - f. Federal permits and approvals.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-5. Site plans and construction documents.

- (1) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:
- a. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - b. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with subsection 25-5(2)b or c.
 - c. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection 25-5(2)a.
 - d. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - e. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - f. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - g. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
 - h. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
 - i. Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

- (2) *Information in flood hazard areas without base flood elevations (approximate zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

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- a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - b. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 - c. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - i. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - ii. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - d. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (3) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- a. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection 25-5(4) and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - b. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
 - c. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection 25-5(4).
 - d. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (4) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of

Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-6. Inspections.

- (1) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (2) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.
- (4) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - a. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - b. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 25-(5)2.b, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (5) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection 25-6(4).
- (6) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-7. Variances and appeals.

- (1) *General.* The development special magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the development special magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

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- (2) *Appeals.* The development special magistrate shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.
- (3) *Limitations on authority to grant variances.* The development special magistrate shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 25-7(7), the conditions of issuance set forth in subsection 25-7(8), and the comments and recommendations of the floodplain administrator and the building official. The development special magistrate has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.
- (4) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 25-5(3).
- (5) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (6) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of subsection 25-107(4), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (7) *Considerations for issuance of variances.* In reviewing requests for variances, the Development Special Magistrate shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:
- a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - d. The importance of the services provided by the proposed development to the community;
 - e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - f. The compatibility of the proposed development with existing and anticipated development;
 - g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

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- j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (8) *Conditions for issuance of variances.* Variances shall be issued only upon:
- a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
 - b. Determination by the development special magistrate that:
 - i. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - ii. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - iii. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-8. Violations.

- (1) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (2) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this ordinance and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (3) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by Chapter 22 of the Code of Ordinances.

(Ord. No. 4088, § 2, 12-21-16; Ord. No. 4099, §2, 9-20-17)

Secs. 25-9—25-20. Reserved.

ARTICLE II. DEFINITIONS

Sec. 25-21. General.

- (1) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.
- (2) *Terms defined in the Florida Building Code.* Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (3) *Terms not defined.* Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
- (4) *Definitions.*

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)"].

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1—V30, VE, or V.

Critical facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 22, 1972. Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 22, 1972.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include: *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 22, 1972 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 22, 1972.

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes]

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 4088, § 2, 12-21-16)

Secs. 25-22—25-30. Reserved.

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

Sec. 25-31. Buildings and structures.

- (1) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*
Pursuant to subsection 25-4(3), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of subsection 25-37.

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- (2) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
- a. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.
- (3) *Critical facilities.* New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2% annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard are not available that satisfy the objectives of a proposed critical facility, then the critical facility shall have the lowest floor elevated to the base flood elevation plus 3 feet. Floodproofing and sealing measures shall ensure that toxic substances will not be displaced or released into floodwater. Access routes that are elevated to or above the base flood elevation shall be provided to the extent feasible.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-32. Subdivisions.

- (1) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
- a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - b. Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 25-5(2)a; and
 - c. Compliance with the site improvement and utilities requirements of subsection 25-33.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-33. Site improvements, utilities and limitations.

- (1) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

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- b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- (3) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (4) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 25-5(3)a demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (5) *Limitations on placement of fill.* Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (6) *Limitations on sites in coastal high hazard areas (zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 25-5(3)d demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with subsection 25-37(8)c.
- (Ord. No. 4088, § 2, 12-21-16)

Sec. 25-34. Manufactured homes.

- (1) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- (2) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
- a. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this ordinance. Foundations for manufactured homes subject to subsection 25-34(6) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
 - b. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this ordinance.

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- (3) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
 - (4) *Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 25-34(5) or (6), as applicable.
 - (5) *General elevation requirement.* Unless subject to the requirements of subsection 25-34(6), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).
 - (6) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection 25-34(5), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
 - a. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or
 - b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.
 - (7) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.
 - (8) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Ord. No. 4088, § 2, 12-21-16; Ord. No. 4099, § 2, 9-20-17)

Sec. 25-35. Recreational vehicles and park trailers.

- (1) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - a. Be on the site for fewer than 180 consecutive days; or
 - b. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (2) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection 25-35(1) for temporary placement shall meet the requirements of subsection 25-34 for manufactured homes.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-36. Tanks.

- (1) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (2) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection 25-36(3) shall:
 - a. Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - b. Not be permitted in coastal high hazard areas (zone V).
- (3) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (4) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - a. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - b. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 4088, § 2, 12-21-16)

Sec. 25-37. Other development.

- (1) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the Florida Building Code, shall:
 - a. Be located and constructed to minimize flood damage;
 - b. Meet the limitations of subsection 25-33(4) if located in a regulated floodway;
 - c. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - d. Be constructed of flood damage-resistant materials; and
 - e. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (2) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 25-33(4).

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- (3) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 25-33(4).
- (4) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 25-33(4). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 25-5(3)c.
- (5) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
- Structurally independent of the foundation system of the building or structure;
 - Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - Have a maximum slab thickness of not more than four inches.
- (6) *Decks and patios in coastal high hazard areas (zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
- A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 - A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 - A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (7) *Other development in coastal high hazard areas (zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

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- a. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - b. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - c. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
- (8) *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:
- a. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - b. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - c. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.
- (Ord. No. 4088, § 2, 12-21-16)

EXHIBIT A. TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE, "RESIDENTIAL"

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps,

columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

(Ord. No. 4088, § 2, 12-21-16)



**CITY OF RIVIERA BEACH STAFF REPORT
APPLICATION: ORDINANCE 4175
FLOODPLAIN MANAGEMENT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES ENTITLED "FLOODPLAIN MANAGEMENT", IN ORDER TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO REPEAL CHAPTER 25 EXHIBIT A; PROVIDING FOR APPLICABILITY, CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A. Applicant: City of Riviera Beach

B. Request: The application is a proposed Ordinance to revise Chapter 25, Floodplain Management to update definitions, reduce redundant language, add requirements for the elevation of manufactured homes.

C. Location: N/A

D. Property Description and Uses: N/A

E. Adjacent Property Description and Uses: N/A

F. Background:

The City of Riviera Beach has been reviewing several documents which relate to flooding and development over the past several months. The Development Services Department (Department) is in the process of updating the Coastal Element of the Comprehensive Plan, relative to perils of flooding most specifically. The Federal Emergency Management Agency (FEMA) recently released updated flood risk maps for the community. These maps are not yet adopted.

Most homeowner insurance policies do not cover flood damage. The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA) to provide flood insurance to property owners, renters and businesses. Flood insurance is only available to properties located within NFIP participating communities.



NFIP participating communities are required to adopt and enforce floodplain management regulations that help mitigate the effects of flooding. The City of Riviera Beach participates in the NFIP and also participates in the NFIP's Community Rating System (CRS).

The CRS program is a voluntary program that provides discounts on flood insurance rates to property owners based upon the community's CRS rating. CRS communities are rated from 1 to 10 based upon floodplain management activities in the community that exceed the NFIP minimums. A 5% discount is given for each point a community is rated below a 10. The City of Riviera Beach has a current CRS rating of 9 which relates to a 5% discount for properties within the city. There are currently 5,038 flood insurance policies within the city with \$1,547,766 in total annual premiums.

The NFIP has recently established new minimum requirements for communities to qualify for a CRS rating of 8 or better. Amending a community's floodplain management regulations requiring all manufactured homes installed or replaced in a special flood hazard area must be elevated so that the lowest floor is above the base flood elevation plus 1 foot.

The City of Riviera Beach is currently in the CRS recertification process through the Insurance Services Organization (ISO) and needs to revise our floodplain management regulations in order to improve our CRS rating which will provide greater discounts for property owners within the city. Each point improvement in the city's CRS rating translates to approximately \$66,000.00 in flood insurance premium savings for property owners within the city.

Other minor amendments to the floodplain management regulations include; amending some definitions and repealing Exhibit A. "Technical Amendments to the Florida Building Code". The repeal of Exhibit A. is necessary because amendments within the exhibit have become redundant as they are now contained within the new edition of the Florida Building Code.

G. Staff Analysis:

The Code of Ordinances is intended to guide development in the community. It is also intended to be a document that changes and is amended over time as deemed necessary by the City's leaders. Development Services staff have advanced this proposed amendment to the Land Development Code Chapter 25, Floodplain Management to incorporate the amendments being suggested by the NFIP as part of the CRS ISO process, and also to build in elevation requirements for manufactured homes, eliminate redundant language, and update definitions. The amendment is beneficial to the community as it improves our floodplain management regulations and will help the City earn a lower rating in the CRS program which will result in reduced flood insurance premiums for residents.

H. Recommendation:

Staff recommends approval of the Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 25 of the city's Code



of Ordinances entitled “Floodplain Management”, in order to specify elevation of manufactured homes in flood hazard areas; to provide criteria for accessory structures in flood hazard areas; to repeal Chapter 25 Exhibit A; providing for applicability, conflicts, severability and codification; and providing for an effective date.



NFIP's Community Rating System (CRS)

Class 8 Freeboard Prerequisite



Frequently Asked Questions

November 2020

The Community Rating System (CRS) is a voluntary program that provides flood insurance premium discounts to communities that implement programs and measures that exceed the minimum floodplain management requirements of the National Flood Insurance Program (NFIP). The CRS determines discounts based on credit points provided for floodplain management activities. To achieve certain CRS Class ratings, communities must meet certain program prerequisites in addition to obtaining the credit points. In January 2021, the CRS will implement a new Class 8 prerequisite for freeboard for all participating and new CRS communities. Below are some frequently asked questions about the CRS Class 8 freeboard prerequisite. Answers to questions 1–12 were released in July 2020. Questions 13–17 were added in October 2020. Questions 16 and 17 were clarified in November 2020.

A community with additional questions about the prerequisite or the CRS should contact its ISO/CRS Specialist. For a list of ISO/CRS Specialists, see the [CRS Resources website](#). State NFIP Coordinators or FEMA Regional CRS Coordinators can assist with model ordinance or sample regulatory language for freeboard, and other higher regulatory standards. A list of [State NFIP Coordinators](#) can be found here. Contact information for FEMA is available at the [FEMA website](#).

1. What is the new CRS Class 8 freeboard prerequisite?

Section 211 of the 2017 *CRS Coordinator's Manual* will be changed to read:

“In order to be a Class 8 or better . . .

- (1) The community must meet all the Class 9 prerequisites.
- (2) The community must adopt and enforce at least a 1-foot freeboard requirement (including machinery and equipment) for all residential buildings constructed, substantially improved, and/or reconstructed due to substantial damage, throughout its Special Flood Hazard Area (SFHA) where base flood elevations have been determined on the Flood Insurance Rate Map (FIRM) or in the Flood Insurance Study (FIS), except those areas that receive open space credit under Activity 420 (Open Space Preservation).”

2. Why is FEMA making freeboard a Class 8 prerequisite in the CRS?

The goal is to further the flood resiliency of our Nation. FEMA is working to ensure that homes are built to better withstand natural disasters, including floods. The CRS credits community efforts that exceed the minimum floodplain management requirements of the NFIP.

Freeboard—a margin of safety added to the level of the base flood—definitively exceeds those minimum standards. Research shows that higher regulatory standards reduce future flood

damage, and the importance is recognized by over 80% of CRS communities who already require freeboard. With freeboard in place, homes are not only better protected from flood damage, but also flood insurance costs less. The expense of elevating a new home an additional foot often can be recaptured in lower flood insurance premiums over 5 years or less.

3. How will the change in the 2017 CRS Coordinator's Manual be made?

FEMA will issue an addendum to the 2017 *CRS Coordinator's Manual* that will be effective on January 1, 2021. CRS communities and the Insurance Services Office, Inc. (ISO) will continue to use the 2017 *Coordinator's Manual* along with the 2021 Addendum, until such time that FEMA issues a new *Coordinator's Manual*, likely not before 2023.

4. Which CRS communities does the Class 8 freeboard prerequisite affect?

The Class 8 freeboard prerequisite affects Class 5 through Class 8 communities. The prerequisite will not affect Class 9 communities. Communities in Classes 1 through 4 already meet the new freeboard prerequisite.

5. When will the Class 8 freeboard prerequisite be applied to participating CRS communities?

The Class 8 freeboard prerequisite will be required of CRS communities at their first CRS cycle verification visit after January 1, 2021. Ordinance, regulatory, or building code language that meets the Class 8 prerequisite must be adopted, and provisions must be enforced, no later than the first cycle visit after January 1, 2021. However, an earlier date for community enforcement of the Class 8 freeboard prerequisite may be required in a new (2023 or later) *CRS Coordinator's Manual*. This means that communities that are not due for a cycle visit until 2023 or later should not wait to adopt the freeboard requirement.

6. Can a community still join or participate in the CRS without a freeboard requirement?

Yes. Any community that meets the CRS Class 9 prerequisites can apply to join the CRS and become a Class 9 community. Any already-participating CRS community that cannot meet the Class 8 freeboard prerequisite at its first cycle visit after 2021 will change to a Class 9 community (see previous question).

7. Where must a community require at least 1 foot of freeboard?

Communities must enforce the freeboard requirement for all residential buildings that are new, substantially improved, and/or reconstructed due to substantial damage throughout the SFHA where base flood elevations have been determined on the FIRM or in the FIS. This means all “numbered zones” in the SFHA. The CRS will not require freeboard in unnumbered zones within the SFHA.

8. The prerequisite includes all residential buildings. Does this include manufactured homes?

Yes. At least 1 foot of freeboard is required for manufactured homes, including machinery and equipment.

9. If a community adopts the International Code Council codes, will it meet the requirements for the Class 8 freeboard prerequisite?

Yes, provided that the adopted building code includes freeboard for residential buildings and the community is enforcing the freeboard provisions. This includes adopted state building codes that are enforced in the community. The CRS credits other higher standards included in building codes. For example, coastal CRS communities that have adopted and enforce recent building codes and have newer FIRMs often can qualify for Coastal A Zones credit under Activity 430 (Higher Regulatory Standards).

10. Should a community require more than 1 foot of freeboard?

All communities are encouraged to consider adopting additional freeboard. This may mean freeboard in all flood zones. It may mean more than 1 foot of freeboard. It may mean applying the freeboard standard to all building types. Remember, CRS credit is available for the enforcement of freeboard under CRS Activity 430 (Higher Regulatory Standards).

11. Will communities receive CRS credit for the enforcement of freeboard for residential buildings?

Yes. Communities will continue to receive freeboard credit (FRB) under Activity 430 (Higher Regulatory Standards) for enforcing freeboard for residential buildings. Communities that already receive FRB credit will continue to receive FRB credit. The basic FRB credit in the CRS is 100 points. FRB credit is higher when more freeboard is required or when elevation on fill is not allowed. An impact adjustment is applied to FRB credit.

12. What should CRS communities do in light of the Class 8 prerequisite?

Communities that currently enforce freeboard should check their floodplain ordinances and/or building codes to be sure that machinery and equipment are included, that substantially improved buildings are included, and that the provisions are being enforced.

Communities that do not now enforce at least 1 foot of freeboard for all new or substantially improved residential buildings, including machinery and equipment, within numbered zones of the SFHA will need to make changes to their floodplain ordinance and/or building code. Adoption and enforcement of the freeboard must occur before the community's first CRS cycle visit after January 1, 2021.

Answers to questions 13 through 17, below, were provided in October 2020. In November 2020, more information was provided for question 13 and clarifications were made to questions 16 and 17.

13. What residential buildings are included in the Class 8 freeboard requirement?

The Class 8 freeboard prerequisite applies to all residential buildings, whether single-family, multi-family, or manufactured. Note that one goal of the freeboard prerequisite is that all residential buildings benefit from a flood insurance rate based on a building elevation of at least 1 foot above the base flood elevation (BFE+1). For a full definition of "residential," see Appendix L of the NFIP's *Flood Insurance Manual*.

14. Does the Class 8 prerequisite include the replacement of manufactured homes in pre-FIRM manufactured home parks? And can the replaced manufactured home be 48 inches above grade to meet the Class 8 prerequisite?

The Class 8 freeboard prerequisite applies to all manufactured homes. All manufactured homes in numbered zones of the SFHA must have at least 1 foot of freeboard above the base flood elevation. This is consistent with the 2015 and 2018 International Residential Codes. A requirement that the manufactured home be 48 inches above grade is not by itself sufficient to meet the 1-foot freeboard requirement.

15. Are historic buildings subject to the Class 8 freeboard prerequisite?

No, historic structures (as defined in 44 *C.F.R.* §59.1) that are allowed an exemption (or variance) as anticipated by 44 *C.F.R.* §60.3 for substantial improvements may be exempt (or varied) from the Class 8 prerequisite. For CRS purposes, documentation of the exemption may be requested. A community interested in providing for the treatment of historic structures within its floodplain ordinance should contact its state historic preservation office or the FEMA Regional Office about recommended language.

16. May machinery and equipment be floodproofed instead of elevated to at least 1 foot above base flood elevation to meet the Class 8 freeboard prerequisite?

No. To meet the Class 8 prerequisite the building code or ordinance must require machinery or equipment to be elevated to at least 1 foot above the base flood elevation for buildings newly constructed, substantially improved, and/or reconstructed due to substantial damage. This requirement includes machinery and equipment placed within attached garages and/or within enclosures below elevated buildings, with the exception of utility meters and equipment specifically designed to withstand inundation according to the standards of the International Residential Codes and the NFIP. A community that allows floodproofing around machinery and equipment in lieu of elevation to the freeboard level does not meet the prerequisite.

17. Does the freeboard requirement for Class 8 apply to attached garages?

The Class 8 freeboard prerequisite will be met provided that attached garages and enclosures below elevated buildings meet the minimum requirements of the NFIP (elevated to the base flood elevation or having proper openings). As noted in question 16, all machinery and equipment in attached garages or in enclosures must be elevated to the freeboard level.

Manufactured Homes – floodplain management ordinance changes to remove 36-inch elevation provision for installation in “existing manufactured home parks and subdivisions”

Objective: Modify local floodplain management regulations to require all manufactured homes to be elevated to the base flood elevation plus one foot (or higher in communities that have higher freeboard).

Description: The National Flood Insurance Program regulations (44 CFR Section 60.3) allow manufactured homes that are installed in “existing manufactured home parks or subdivisions” to be elevated on “reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade,” even if that means the lowest floors are below the base flood elevation. However, this option is not available when a manufactured home is substantially damaged by flooding. This provision is known as the “36-inch option.”

The NFIP Community Rating System (CRS) establishes prerequisites for participation in the program and prerequisites to achieve certain classification levels. In 2020 FEMA announced new prerequisites for CRS communities to attain or retain a Class 8 or better. See the 2021 Addendum to the 2017 *CRS Coordinator’s Manual* to learn more about prerequisites: <https://crsresources.org/manual/>. CRS communities that do not satisfy the Class 8 prerequisites can expect to be retrograded to a Class 9.

A CRS Class 8 prerequisite is to adopt and enforce a requirement of at least one foot of freeboard for all residential structures. Starting with the 5th Edition Florida Building Code (FBC), all buildings within the scope of the FBC are required to be elevated or protected to at least BFE plus 1 foot, including one- and two-family dwellings. Nearly 60 Florida communities have adopted local technical amendments to the FBC to require even more additional height above BFE.

DEFINITION: Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before {date the community’s first floodplain management ordinance was adopted}.

It is common to refer to these existing parks and subdivisions as “pre-FIRM,” but that can be misleading when FIRMs are revised.

How the FBC, Residential addresses MFH: The FBC, Residential, Section R322.1.9 Manufactured homes, explicitly states that the applicable provisions of the local floodplain management ordinance apply, in addition to the requirements of the state agency with jurisdiction over the installation of manufactured homes (Florida Department of Highway Safety and Motor Vehicles).

Because installation of manufactured homes is not governed by the FBC, CRS Communities must eliminate the 36-inch option from their ordinances to fully meet the CRS Class 8 prerequisite for at least one foot of freeboard for all residential structures. **Use these instructions to prepare draft amendments to ordinances to eliminate the 36-inch option in existing manufactured home parks and subdivisions and:**

- **EITHER** require the bottom of the frame to be at or above the elevation required in FBC, R322
- **OR** require the lowest floor to be at or above the base flood elevation plus one foot (see Addendum)

See the SFMO's separate instructions to prohibit manufactured homes in flood hazard areas or to state that manufactured homes are not permitted in the community.

Some communities considering eliminating the 36-inch option may need to consider the impacts. On the one hand, it is reasonable that owners and occupants of manufactured homes in existing parks and subdivisions have their property protected higher than the base flood elevation, as are single family homes. On the other hand, requiring full elevation of replacement units in existing manufactured home parks and subdivisions adds additional cost depending on how high the BFE is above grade.

Eliminating the 36-inch option only affects areas where the depth of water for the base flood is deeper than 3 feet (BFE minus grade elevation). One approach to evaluate the impact is described starting on page 12.

Pre-engineered foundations for some flood conditions and some wind speeds are available in FEMA P-85, *Protecting Manufactured Homes from Floods and Other Hazards* https://www.fema.gov/media-library-data/20130726-1502-20490-8377/fema_p85.pdf.

INSTRUCTIONS

1. Be sure you start with the correct model language shown below based on the flood zones on your community's FIRMs:
 - a. If your community has only flood zones that start with "A" (A, AE, A1-30, AO, AH), use the model ordinance that starts on page 4.
 - b. If your community has flood zones that start with "A" and "V," use the model ordinance that starts on page 7.
2. The model ordinance used by Florida communities over the past 8 years has requirements for manufactured homes in *Section 304 Manufactured Homes*. Most communities renumbered the model ordinance sections to fit within their LDC/LDR or code of ordinance numbering scheme. In your community's regulations, identify the correct section number that is titled *Manufactured Homes*.

Please Note! All communities that elect to modify regulations must submit draft ordinances to the SFMO at least 30 days before the first reading.

Please put the community name in the subject line and send to floods@em.myflorida.com.

Or send a request for the SFMO to prepare a draft for you.

3. **Be sure to use YOUR ADOPTED ordinance language as the basis to show the changes.** The language shown below is from the Model Ordinance – your community may have slightly modified it.
4. *Sec. 202 Definitions:*
 - a. Delete the definitions for “existing manufactured home park or subdivision,” “expansion to an existing manufactured home park or subdivision,” and “new manufactured home park or subdivision” because provisions that use those terms are being removed.
 - b. Retain the definition “manufactured home” because the term is used.
 - c. Retain the definition for “manufactured home park or subdivision” because some requirements for subdivisions apply when someone proposes to develop a new park or subdivision in the SFHA.
 - d. Retain the term in the definition “Start of construction.”
5. *Sec. 304 Manufactured homes:* Modify Sec. 304.2 Foundations if the sentence shown struck-thru in the model language below appears (it may not appear in your ordinance).
6. If your community enforces more than one foot of freeboard, that freeboard is already in your local technical amendment to the Florida Building Code, Residential. That means the reference to the elevations that are required in the FBC, Residential includes freeboard, and applies to manufactured homes. You do not need to specify freeboard again in the Manufactured Home section of your floodplain management regulations. However, you may decide to replace the reference to the FBC, Residential with “at or above the base flood elevation plus one (1) foot” (or your freeboard, if higher).
7. **Send your draft to the SFMO at least 30 days before the first reading.** Please put your community name in the subject line and send to floods@em.myflorida.com.

Please Note! Please consider including (or revising) requirements for at-grade accessory structures in the same ordinance you prepare for manufactured homes. The State Floodplain Management Office guidance is consistent with FEMA’s published policy and bulletin: <https://www.floridadisaster.org/dem/mitigation/floodplain/> (Community Resources).

<https://www.floridadisaster.org/dem/mitigation/floodplain/> (Community Rating System, CRS Class 8 Prerequisite (November 2020).
Revised May 24, 2021

COMMUNITIES WITH FLOOD ZONES A/AE ONLY

ORDINANCE NO. _____

AN ORDINANCE BY THE {community's governing body} AMENDING THE {insert appropriate chapter/section numbers} TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **{Chapter 125 – County Government or Chapter 166 – Municipalities}**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the **{name of community}** participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, the **{name of community}** achieved a CRS rating of Class **{insert CRS Class #}**, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for **{name of community}** to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the **{community's governing body}** determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the **{community's governing body}** of the **{name of community}** that the **{insert appropriate chapter/section numbers}** is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 1.

SECTION 1. AMENDMENTS

The {insert appropriate chapter/section numbers}, is hereby amended by the following amendments.

Modify Section 202 Definitions, by deleting the following definitions.

~~**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before {date the community's first floodplain management ordinance was adopted}.~~

~~**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

~~**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after (date the community's first floodplain management ordinance was adopted).~~

Modify Section 304 Manufactured Homes, as follows:

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this ordinance. ~~Foundations for manufactured homes subject to Section 304.6 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

[See Addendum (page 10) for language to allow elevation of the lowest floor (rather than bottom of the frame) of units in existing manufactured homes parks to be at or above the base flood elevation plus one foot.]

304.4 Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.5 or 304.6 of this ordinance, as applicable.~~

~~**304.5 General elevation requirement.** Unless subject to the requirements of Section 304.6 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).~~

~~304.6 Elevation requirement for certain existing manufactured home parks and subdivisions.~~ Manufactured homes that are not subject to Section 304.5 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- ~~1. Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or~~
- ~~2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

~~304.5~~ ~~304.7~~ Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

~~304.6~~ ~~304.8~~ Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **{insert name of community or all unincorporated areas of the county}**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **{community's governing body}** that the provisions of this ordinance shall become and be made a part of the **{name of community's}** Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect on **{insert date}**.

COMMUNITIES WITH FLOOD ZONES A/AE AND V/VE

ORDINANCE NO. _____

AN ORDINANCE BY THE {community's governing body} AMENDING THE {insert appropriate chapter/section numbers} TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **{Chapter 125 – County Government or Chapter 166 – Municipalities}**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the **{name of community}** participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, the **{name of community}** achieved a CRS rating of Class **{insert CRS Class #}**, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for **{name of community}** to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors, or lowest horizontal structural members of the lowest floors, as applicable, are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the **{community's governing body}** determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the **{community's governing body}** of the **{name of community}** that the **{insert appropriate chapter/section numbers}** is amended as set forth in the following amendments, as shown in strikethrough and underline format in Section 2.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. AMENDMENTS.

The **{insert appropriate chapter/section numbers}**, is hereby amended by the following amendments.

Modify Section 202 Definitions, by deleting the following definitions.

~~**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before (date the community's first floodplain management ordinance was adopted).~~

~~**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

~~**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after (date the community's first floodplain management ordinance was adopted).~~

Modify Section 304 Manufactured Homes, as follows:

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. ~~Foundations for manufactured homes subject to Section 304.6 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

[See Addendum (page 10) for language to allow elevation of the lowest floor (rather than bottom of the frame) of units in existing manufactured homes parks to be at or above the base flood elevation plus one foot.]

304.4 Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A

Zone). Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.5 or 304.6 of this ordinance, as applicable.

~~304.5 General elevation requirement.~~ Unless subject to the requirements of Section 304.6 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

~~304.6 Elevation requirement for certain existing manufactured home parks and subdivisions.~~ Manufactured homes that are not subject to Section 304.5 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

~~304.5~~ ~~304.7~~ Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

~~304.6~~ ~~304.8~~ Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **{insert name of community or all unincorporated areas of the county}**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **{community's governing body}** that the provisions of this ordinance shall become and be made a part of the **{name of community's}** Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect on **{insert date}**.

ADDENDUM: To allow elevation of the lowest floor (rather than bottom of the frame) of units in existing manufactured homes parks to be at or above the base flood elevation plus one foot.

1. Do not delete the definitions.
2. The applicant (or installer) must know the depth of the frame and floor system of the unit to be placed in order to determine the height of foundation elements that will result in the lowest floor at or above the required elevation.
3. Communities are reminded of the requirement for utility equipment to be elevated.
4. Some communities may elect another alternative by reducing the level of protection by replacing "bottom of the frame" with "lowest floor" in the model language above.

COMMUNITIES WITH FLOOD ZONES A/AE ONLY

Note: retain this phrase in 304.2 Foundations: "Foundations for manufactured homes subject to Section 304.6 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength."

304.4 Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.5 or 304.6 of this ordinance, as applicable.

304.5 General elevation requirement. Unless subject to the requirements of Section 304.6 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

304.6 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.5 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that the lowest floor is at or above the base flood elevation plus one (1) foot. ~~Either the:~~

- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

304.7 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

304.8 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

COMMUNITIES WITH FLOOD ZONES A/AE AND V/VE

Note: retain this phrase in 304.2 Foundations: “Foundations for manufactured homes subject to Section 304.6 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.”

304.4 Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.5 or 304.6 of this ordinance, as applicable.

304.5 General elevation requirement. Unless subject to the requirements of Section 304.6 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

304.6 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.5 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(1) The lowest floor is at or above the base flood elevation plus one foot in flood hazard areas other than coastal high hazard areas.

(2) The bottom of frame is at or above the base flood elevation plus one foot in coastal high hazard areas.

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

304.7 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

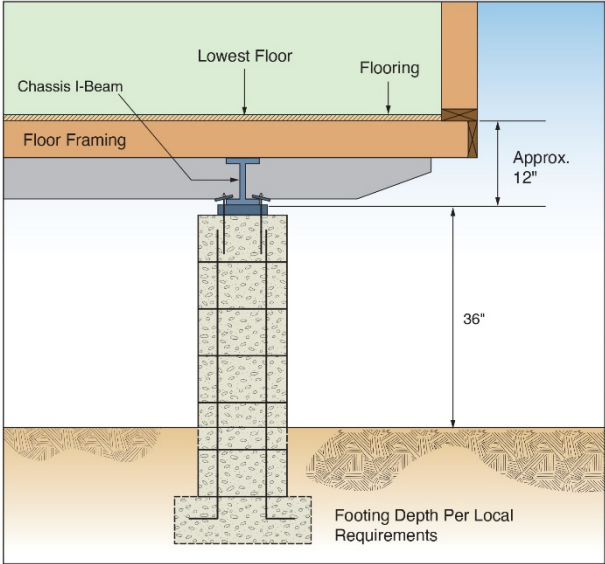
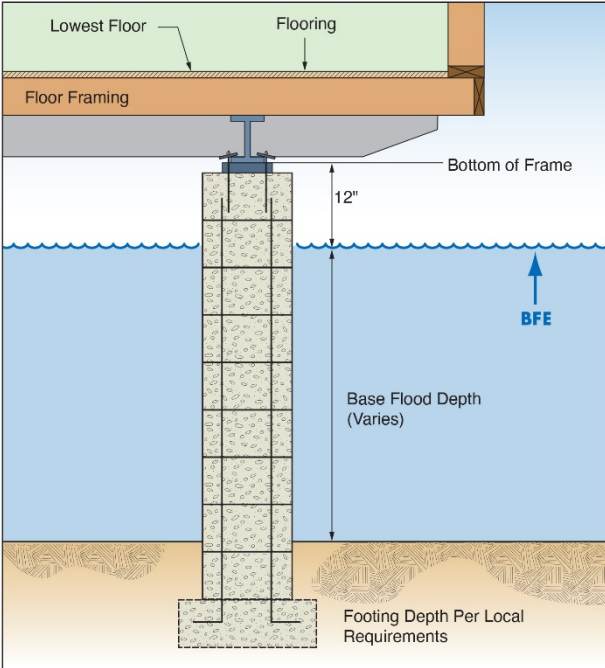
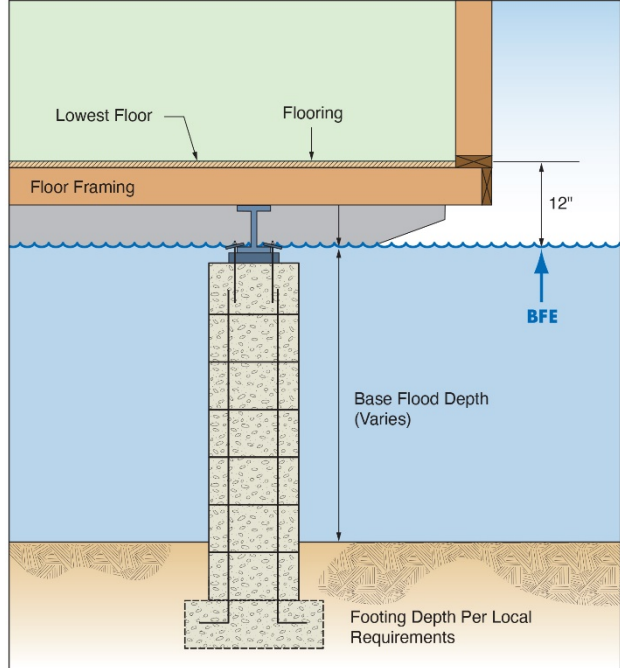
304.8 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

EVALUATING THE IMPACT OF ELIMINATING THE “36-INCH OPTION”

The State Floodplain Management Office is aware that a number of communities have taken different approaches to evaluate the impact of eliminating the 36-inch option for replacement homes in existing manufactured home parks and subdivisions. See the table below, which refers to figures on the next page. One way to evaluate the impact is to:

1. Identify existing manufactured home parks and subdivisions (as that term is defined, meaning established before the community joined the NFIP).
2. Determine if those existing manufactured home parks and subdivisions have pads or lots in the SFHA.
3. Determine how many pads or lots are in the SFHA.
4. Estimate how many of the pads or lots in the SFHA are affected by base flood depths that are less than, equal to, and greater than 3 feet.

Illustrating Existing Requirement Compared to Full Elevation			
	Figure A illustrates the existing minimum NFIP requirement (foundation elements at least 36 inches above grade).	Figure B illustrates full elevation requirement based on bottom of the frame.	Figure C illustrates full elevation requirement based on lowest floor.
If the base flood depth* is less than 3 feet:	Then the bottom of the frame is always 3 feet above grade (and lowest floor ~ 4 feet above grade)	Then the bottom of the frame is always flood depth plus 1 foot (could be lower than 4 feet above grade).	Then the lowest floor is always flood depth plus 1 foot (could be lower than 4 feet above grade).
If the base flood depth* is equal to 3 feet:	Then the bottom of the frame is approximately 3 feet above grade (i.e., 1 foot freeboard).	Then the bottom of the frame is always flood depth plus 1 foot	Then the lowest floor is always flood depth plus 1 foot
If the base flood depth* is greater than 3 feet:	Then the bottom of the frame is approximately 4 feet above grade and lowest floor is below the BFE where flood depth is greater than 4 feet.	Then the bottom of the frame is always flood depth plus 1 foot.	Then the lowest floor is always flood depth plus 1 foot.
*Base flood depth = BFE minus ground. In unnumbered Zone A, it is the depth determined in accordance with the community's floodplain management regulations.			

Figure A	Figure B	Figure C
<p>Minimum NFIP allows ONLY for replacement units in “existing manufactured home parks and subdivisions” (defined term), except if replacing a unit substantially damaged by flooding.</p>	<p>Elevate the bottom of the frame to the elevation specified in the FBC, Residential (minimum BFE + 1 ft). Some communities modify the FBC, R to require additional freeboard.</p>	<p>Elevate the lowest floor to the base flood elevation + 1 foot. The depth of the frame and floor systems must be known.</p>
<p>Allows replacements units to have the lowest floor below the BFE.</p>	<p>Eliminating the 36-inch option affects ONLY replacements units in “existing manufactured home parks and subdivisions” where the base flood depth is greater than 3 feet. All other units already are required to be fully elevated.</p>	
		

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

Meeting Date: 9/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: CDBG Agreements FY22-23

Recommendation/Motion: Staff recommends approval of the attached contracts for the CDBG grants.

Originating Dept	Development Services	Costs
User Dept.	Citywide	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

At the March 3, 2021, City Council meeting, the Council approved staffs' recommendation of the CDBG projects and acceptance of such CDBG monies through an agreement between the City and the County.

Each fiscal year, the City of Riviera Beach (City) receives an award of federal Community Development Block Grant (CDBG) funds through Palm Beach County (County). This award of monies is transmitted to the City via the County because the City is not categorized as an entitlement entity due to the size of its population.

Staff has been working with the County to finalize these contracts for CDBG monies approved on March 3, 2021 and the County requests that a City resolution be approved as part of the agreement. The County will be taking the City's agreement, along with other municipalities to the Palm Beach County Board of County Commissioners in October.

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
Memo_CDBG09012021.docx	Memo - CDBG Grant	8/26/2021	Cover Memo
ResCDBG.doc	Resolution - CDBG Grant	8/26/2021	Resolution
AGREEMENT_BETWEEN_PBC___CRB.pdf	Code Enforcement CDBG Agreement	8/25/2021	Backup Material
City_Parks_Wifi_CDBG_Agreement.pdf	City Parks Wifi CDBG Agreement	8/24/2021	Backup Material
Urban_Farm_CDBG_Agreement.pdf	Urban Farm CDBG Agreement	8/24/2021	Backup Material
Agenda_2021_3_3_Meeting_Minutes.pdf.pdf	3_3_2021 Meeting Minutes	8/25/2021	Backup Material
Agenda_2021_3_3_Meeting.pdf	3_3_2021 Meeting Agenda	8/25/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	8/24/2021 - 9:40 PM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 10:24 AM

Finance	sherman, randy	Rejected	8/25/2021 - 11:03 AM
Community Development	Sirmons, Clarence	Approved	8/25/2021 - 3:22 PM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 5:14 PM
Finance	sherman, randy	Approved	8/25/2021 - 5:33 PM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 5:36 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 6:58 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:48 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: DEIRDRE M. JACOBS, ASSISTANT CITY MANAGER

SUBJECT: PALM BEACH COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - FY22-FY23 AGREEMENT

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC

Background:

Historically, each fiscal year, the City of Riviera Beach (City) receives an award of federal Community Development Block Grant (CDBG) funds through Palm Beach County (County). This award of monies is transmitted to the City via the County because as the City is not categorized as an entitlement entity due to the size of its population.

At its March 3, 2021 City Council meeting, staffs' recommendation to implement certain projects through the County's Department of Housing and Economic Sustainability CDBG Program was approved. At this time, the City is prepared to enter into formal contracts with the County, to receive such funds to undertake these certain projects.

Since March 3, 2021, staff has been working with the County to finalize contracts and as part of this process, a City resolution is needed to effectuate the relationship. The Department of Housing and Economic Sustainability will be presenting the City's contract, along with contracts of other municipalities to the Palm Beach County Board of County Commissioners for its consideration this October 2021.

City-wide Goals:

Build Great Neighborhoods.

Fiscal/Budget Impact:

The CDBG Funding will be allocated over two fiscal years.



Proposed Allocation:

Code Compliance Project:	\$537,297
Urban Farm Collaborative Project:	\$100,000
Parks Wi-Fi Installation Project:	<u>\$118,000</u>
	\$755,297

Recommendation:

Staff recommends approval of the Resolution for Contracts for CDBG grant funds.

Attachments:

1. Agenda_2021_3_3_Meeting_Minutes.pdf
2. Agenda_2021_3_3_Meeting.pdf
3. Code Compliance CDBG Grant Contract
4. Urban Farm Collaborative CDBG Grant Contract
5. Parks Wi-Fi Installation CDBG Grant Contract



RESOLUTION NUMBER 97-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF \$755,297 TO FUND THREE PROJECTS WITHIN THE CITY OF RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) administers the Federal Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Riviera Beach City Council approved three certain projects on March 3, 2021 to be funded using Federal CDBG monies from the County; and

WHEREAS, the three projects approved were the Code Compliance Community Engagement Program, Project Number 22006 (\$537,297), the Urban Farm and Urban Agriculture Program, Project Number 22007 (\$100,000) and the City Park Wi-Fi Program, Project Number 22008 (\$118,000).

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute each agreement for same.

SECTION 2. The Finance Director is hereby authorized to establish Project 22006 for the Code Compliance Community Engagement Program in the amount of \$537,297.00.

SECTION 3. The Finance Director is hereby authorized to establish Project 22007 for the Urban Farm and Urban Agriculture Program in the amount of \$100,000.00.

SECTION 4. The Finance Director is hereby authorized to establish Project 22008 for the Park Wi-Fi Program in the amount of \$118,000.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

RESOLUTION NUMBER 97-21
Page 2

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

Date

RECEIVED

AUG 05 2021

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
CITY ATTORNEY'S OFFICE THE CITY OF RIVIERA BEACH

THIS AGREEMENT, with an effective date of October 1, 2021, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of Riviera Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **600 West Blue Heron Boulevard, Riviera Beach, FL 33404**.

WHEREAS, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, **Palm Beach County** made \$537,297 in CDBG funds available to the **City of Riviera Beach** to provide code enforcement services within its Municipal boundaries. The available CDBG funding is comprised of \$340,334 from FY2020-2021 and \$196,963 from FY2021-2022.

WHEREAS, **Palm Beach County** and the **City of Riviera Beach** desire to provide the activities specified in this Agreement; and

WHEREAS, **Palm Beach County** desires to engage the **City of Riviera Beach** to implement such undertakings of the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Dept. of Housing & Economic Development.
- (D) "Municipality" means the **City of Riviera Beach**
- (E) "DHED Approval" means the written approval of the DHED Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Exhibit "A" of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low and Moderate Income Persons on an Area-Wide Basis**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DHED, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Municipality's letterhead using the format in Exhibit "B", both Exhibits being attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DHED. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FIVE HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS (\$537,297)** for the period of October 1, 2021 through December 31, 2023. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-21-UC-12-0004. The effective date shall be October 1, 2021 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by **December 31, 2023**.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to DHED proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality may furnish copies, if deemed satisfactory and acceptable by DHED.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DHED for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports submitted by the Municipality and approved by DHED. Invoices will not be honored or approved if received by DHED later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DHED Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DHED. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and shall submit a revised cost allocation plan for approval by the DHED Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DHED Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DHED and approved by DHED prior to execution of any subcontract hereunder. All subcontracts shall be subject to the requirements of this Agreement.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS

DHED shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DHED, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following, among others, require the prior written approval of the DHED Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DHED on an annual basis.

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are not program income.

The Municipality may request that program income be used to fund other eligible uses, subject to DHED approval, and provided that the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Municipality represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Municipality shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Municipality retaliate against any person for reporting instances of such discrimination. The Municipality shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Municipality understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Municipality shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in its Annual Consolidated Plan approved by U.S. HUD.

12. PROJECT BENEFICIARIES

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Municipality shall provide written verification of compliance to DHED upon DHED's request.

13. EVALUATION AND MONITORING

The Municipality agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

Due to the regulatory requirements, the performance requirements of this Agreement and as detailed in Exhibit "A" will be closely monitored by DHED. Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.

Upon request, the Municipality agrees to furnish copies of transcriptions of such records and information as is determined necessary by DHED. The Municipality shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Municipality shall provide information as requested by DHED to enable DHED to complete reports required by the County or U.S. HUD. The Municipality shall allow DHED or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DHED or U.S. HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DHED, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Municipality shall make available to DHED, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration or early termination which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by DHED. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. INDEMNIFICATION

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, 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 performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

19. INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should MUNICIPALITY contract with a third-party (Contractor) to perform any service

related to the AGREEMENT, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- **Commercial General Liability** insurance with minimum limits of **\$500,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
- **Business Automobile Liability** insurance with minimum limits of **\$500,000** combined single limits for property damage and bodily injury per occurrence.
- **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

20. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DHED, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate Income residents of the project target area.

22.. CITIZEN PARTICIPATION

The Municipality shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.

23. RECOGNITION

The Municipality will include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Municipality shall also notify the County prior, to allow for participation of Mayors and county officials. In addition, the Municipality will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.
- (M) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

25. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on

either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

29. PROJECT REPRESENTATIVE

The Municipality must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Municipality in the performance of the work. Communication with the Municipality shall be through this Representative. The Municipality shall notify DHED immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

30. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County or the Municipality under this Agreement shall be cumulative and failure on the part of the County or the Municipality to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality 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).

33. DRUG - FREE WORKPLACE

The Municipality shall provide a drug and alcohol free environment by developing policies for carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

34. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

35. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

36. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

37. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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.

38. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

39. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the County.
- D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified

by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the MUNICIPALITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MUNICIPALITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

40. COUNTERPARTS OF THIS AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and will constitute one and the same instrument.

41. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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WITNESS our Hands and Seals on this _____ day of _____, 20__.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Jonathan Evans, City Manager

By:  _____
Attorney for Subrecipient
(Signature Optional)

WITNESS our Hands and Seals on this _____ day of _____, 20__.

**PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida
for its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"**WORK PROGRAM NARRATIVE****1. THE MUNICIPALITY AGREES TO:**

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities only within the CDBG Target Area designated below. Specifically, as described in Exhibit "E", CDBG funds will be used to cover all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of three (3) full-time Community Inspectors (hereinafter referred to as "Inspectors"), and one (1) full-time Code Compliance Supervisor. Exhibit "E" also contains other eligible expenses for code enforcement activities within the designated area.
- B. **COMMUNITY INSPECTORS & CODE COMPLIANCE SUPERVISOR:** The Municipality shall employ the above listed personnel in connection with the provision of code enforcement services detailed in this Agreement. The code enforcement personnel shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The personnel shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DHED, the Municipality shall submit the following documents:

- Documentation demonstrating that the positions (if such positions were filled as a new positions as a result of this Agreement) were competitively solicited prior to the personnel's appointment to the positions, and demonstrate that the openings for these positions were advertised in a public forum in order to elicit applications from all prospective applicants.
- Documentation showing the annual or hourly salary paid for the positions..
- List of all paid holidays.

C. **DETERMINATION OF CDBG CODE ENFORCEMENT AREA and IDENTIFICATION OF DETERIORATED CONDITION**

The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Riviera Beach must delineate the boundaries of the CDBG Code Enforcement Area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to DHED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the CDBG Code Enforcement Area."

The City acknowledges that a Code Compliance and Engagement Program will be undertaken in the CDBG Code Enforcement Area bounded on the North by Silver Beach Road, on the East by Broadway Avenue, the South by 1st Avenue and to the West by Garden Road.

D. **REPORTS:** The Municipality shall maintain and submit to DHED the following reports:

(1) **Daily Activity Record**, attached hereto as Exhibit "C", shall be submitted to DHED by the 15th day of each month, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Code Enforcement Area which is defined as all land with the legal boundaries of the Municipality.

(2) **Detailed Monthly Narrative Report**, attached hereto as Exhibit "D", shall be submitted to DHED by the 15th day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for expenses under the CDBG Budget, attached hereto as Exhibit "E".

The budget, contained herein as Exhibit "E", reflects the estimated costs of eligible expenses covered through this Agreement. The actual amounts requested for reimbursement may vary from the budget estimates but the total amount reimbursed shall not exceed **\$537,297**.

F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG expenditure deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend, and request reimbursement from the County, of at least **\$112,699 which is 40% of the year (one) allocation no later than July 15, 2022**; and
- (2) Expend and request reimbursement of **\$169,049 which is the remainder of the year one allocation by November 30, 2022**; and
- (3) Expend, and request reimbursement from the County, of at least **\$102,219 which is 40% of the year (two) allocation no later than July 15, 2023**; and
- (4) Expend and request reimbursement from the County the **balance of the Code enforcement funds allocated in this Agreement no later than December 31, 2023**.

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

The Municipality further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.

- G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and a cover sheet, attached hereto as Exhibit "B", which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a Daily Activity Record, attached hereto as Exhibit "C", shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:
- A copy of the daily time sheets which account for all time worked by the Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task
 - Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (i.e., contribution to FICA, health insurance, retirement, etc.)
 - Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.
- I. **EXHIBIT "E" EXPENSES, PROCUREMENT and VEHICLE LEASE**
The Municipality acknowledges that reimbursement for eligible expenses contained on Exhibit "E" shall be contingent on the competitive procurement of **all items** purchased and/or leased under this Agreement and that those items will be used only for the Code Enforcement program within the designated Target Area.

The Municipality will be required to document their competitive procurement process at the time of the request for reimbursement.

Lease Procurement, Vehicle Maintenance and Insurance:

Exhibit "E" provides funding for the lease of one (1) vehicle for a period of two (2) years or twenty-four (24) monthly payments depending on the lease inception date but no payments later than **December 31, 2023**. Should the Municipality desire to lease for a longer period, the Municipality shall be responsible for all payments after the 24 monthly payments or December 31, 2023, whichever occurs first.

- Municipality shall develop specifications for automobile dealers' review. Specifications shall contain, at a minimum, the following:
 - Make and model
 - Municipality's mileage requirement
 - Vehicle equipment requirements, if necessary
 - Down payment requirement, if any

NOTE: Lease shall contain adequate mileage allowance therein to cover mileage used during the lease period. The Municipality is responsible for all mileage fees in excess of the lease terms and all costs associated with lease termination.

- Municipality's specifications shall be reviewed and approved by DHED prior to presentation to the automobile dealers for price quotes.
- Municipality shall obtain three quotes for the vehicle.
- Municipality shall compute the total lease cost based on the sum of the down payment required at lease inception and the lease period.
- Municipality shall send lease award recommendation(s) to DHED for review and approval prior to executing the lease agreement. The lease award request shall include a copy of the specifications sent to the dealers, a summary of the responses received and the Municipality's recommendation of the dealer to be used.
- Municipality shall be responsible for all costs associated with the operation and maintenance of the vehicle during the term of the lease.
- Municipality, as part of its Auto Liability policy, shall maintain Auto Physical Damage coverage for the duration of all lease contained herein.

Lease Reimbursements

Reimbursement for the lease shall be made following receipt of documentation evidencing payment to the vendor along with the completion of the Mileage Report form contained herein as Exhibit F.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed \$537,297 for eligible Code Enforcement Personnel and related expenses as delineated in the attached Exhibit E.

NOTE: DHED may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed \$537,297.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604

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EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: City of Riviera Beach
600 West Blue Heron Boulevard,
Riviera Beach, FL 33404

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R_____ - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

EXHIBIT "D"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Municipality: **City of Riviera Beach**Address: 600 West Blue Heron Boulevard,
Riviera Beach, FL 33404

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2021 to September 30, 2023**B.1. CONTRACT FUNDING**

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____ %
CDBG Funding:	\$_____	\$_____	_____ %
ESGP Funding:	\$_____	\$_____	_____ %
Other Funding:	\$_____	\$_____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

	<u>Received This Period</u>	<u>Received To Date</u>
--	---------------------------------	-----------------------------

Program Income:	\$_____	\$_____
Source of Program Income:		

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES #BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "E"

ORGANIZATION: City of Riviera Beach PROGRAM: Code Enforcement FY 2021-2022-2023: PALM BEACH COUNTY CDBG			CONTACT NAME: Clarence Sirmons Development Services Director 561-845-4062		
	#Positions	Salary	to Program	CDBG	Other
A. SALARY		145,847.27		\$145,847.27	\$0
Benefits:					
7.65% FICA TOTAL (% of Total Salary)		\$ 11,157.32	100%	\$ 11,157.32	\$ -
10.82% RETIREMENT TOTAL (% of Total Salary)		\$ 15,780.67	100%	\$ 15,780.67	\$ -
38.12% HEALTH INS. TOTAL (% of Total Salary)		\$ 55,596.98	100%	\$ 55,596.98	\$ -
0.41% DENTAL INS. TOTAL (% of Total Salary)		\$ 597.97	100%	\$ 597.97	\$ -
0.44% LIFE INS. TOTAL (% of Total Salary)		\$ 641.73	100%	\$ 641.73	\$ -
Workman's Compensation Ins.		\$ 8,000.00		\$ 8,000.00	
\$48,040.28 Code Compliance Supervisor Salary	1				
\$32,602.33 Community Inspector Salary	3				
Total Salary	4	\$237,621.94		\$237,621.94	
	#Positions	Annual Salary	% Alloc to Program	CDBG Funding	Other Funding
B. OPERATION					
Cell Phone w/ Service	4	\$ 5,000.00	100%	\$ 3,000.00	\$ -
Ipad w/ Service	4	\$ 6,000.00	100%	\$ 4,000.00	\$ -
Uniforms	4	\$ -	100%	\$ -	\$ -
Cont Education/Training	4	\$ 2,300.00	100%	\$ 2,300.00	\$ -
Laptops	4	\$ 6,000.00	100%	\$ -	\$ -
Cameras	4	\$ 1,200.00	100%	\$ -	\$ -
Vehicle	1	\$ 6,000.00	100%	\$ 6,000.00	\$ -
Cart/Gator/Traxx	1	\$ 15,000.00	100%	\$ -	\$ -
Miscellaneous/Contingency		\$ 2,626.56		\$ 2,626.56	
Total Operation		\$44,126.56		\$ 17,926.56	
		\$281,748.50		\$255,648.50	
Total GDBG Funds		FY2021-22		FY2022-23	
\$ 537,297.00		\$281,748.50		\$255,648.50	
CDBG Line Item budgeted amounts are estimates. Actual costs to be determined following competitive procurement of goods and services Reimbursement of CDBG funds will be made according to the budgeted items and shall not exceed \$537,297.00					
City of Riviera Beach			City Funding	CDBG Funding	Other Funding
C. ADMINISTRATION					
Office Supplies			\$ 1,000.00	\$ -	\$ -
Postage			\$ 500.00	\$ -	\$ -
Equipment/Vehicle Maintenance			\$ 5,630.00	\$ -	\$ -
Software			\$ 3,400.00	\$ -	\$ -
Hardware Repairs			\$ 2,800.00	\$ -	\$ -
Vehicle @ 3			\$ 45,000.00	\$ -	\$ -
Total Admin			\$ 58,330.00		



**Department of Housing &
Economic Development**

Contract Development & Quality
Control Division

100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hes

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

DATE: August 2, 2021
TO: MUNICIPALITIES – CDBG Capital Improvements
FROM: Tessa Wattley, RE Contract Analyst
RE: Agreements for CDBG Funding

Attached for execution is (1) original Agreement for Parks Wi-Fi project. Funding will be effective for eligible expenses upon execution by all parties.

Please follow the instructions on the attached sheet and forward the executed documents to my attention at HED as soon as possible.

IMPORTANT ITEMS

1. There are (12) Agreements this year for Capital Improvement Activities. Your Agreements will be processed in one Receive and File Agenda Item for approval by the BCC on or about October, 2021. If one or more of the sub-recipients' documentation is lacking, the Agenda Item will not move forward and all Subrecipients may be impacted by the delay in BCC approval.

2. Read the insurance requirements carefully and be sure that the certificates forwarded with your executed Agreements are current and address all items required. Risk Management has customized the insurance requirements for the Capital Projects.

3. Print (3) copies of the Signature page 14, execute with Blue ink and mail to my attention, as noted in Document Transmittal.

4. As outlined under Item 8, in the Agreement: The City of Riviera Beach shall substantiate that selection of Comcast, as provider for project implementation is in compliance with the City of Riviera Beach Procurement Code, or other applicable provisions.

If you have questions or comments, please feel free to contact me at 561-233-3610 or by e-mail at TWattley@pbcgov.org.

Regards,

Tessa Wattley



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

DOCUMENT TRANSMITTAL

TO: **CITY OF RIVIERA BEACH**

August 2, 2021

RE: **CDBG Agreement – FY 2021/2022 (Parks Wi-Fi Project)**

PLEASE RETURN YOUR AGREEMENT PER THE FOLLOWING:

1. BLUE INK: SIGN ALL DOCUMENTS IN BLUE INK

2. SEAL: INCLUDE AGENCY/MUNICIPALITY SEAL ON ALL DOCUMENTS

IF YOUR ORGANIZATION DOES NOT HAVE A SEAL, 1) ATTACH A LETTER ON YOUR LETTERHEAD STATING SO, AND 2) PRINT THE WORD "SEAL" WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

3. DO NOT INSERT A DATE ON THE DOCUMENTS. HED WILL INSERT THE DATE

4. CERTIFICATE OF INSURANCE: THE INSURANCE REQUIREMENTS IN THIS AGREEMENT HAVE BEEN CUSTOMIZED AND REVISED BY PBC RISK MANAGEMENT TO REFLECT THE SERVICES PROVIDED BY THE AGENCY

PURSUANT TO THE INSURANCE SECTION OF THE AGREEMENT, PLEASE PROVIDE THE COUNTY WITH A COPY OF THE AGENCY'S CERTIFICATE OF INSURANCE

INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT".

5. SIGNATORY AUTHORITY: PROVIDE A LETTER ON YOUR LETTERHEAD

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, AND;

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) MUST BE INCLUDED.

6. RETURN (3) COPIES: PLEASE RETURN ALL (3) COPIES AND DO NOT STAPLE.

PLEASE RETURN ALL DOCUMENTS TO:

Attn: Tessa Wattley
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(Phone: 561-233-3610, e-mail: TWattley@pbcgov.org)

ORGANIZATION: City of Riviera Beach		CONTACT NAME: Chris Persaud									
PROGRAM: Parks Wifi Project		TITLE: CIO									
FY 2021-2022 PALM BEACH COUNTY CDBG		PHONE: 561-845-4028									
A. PERSONNEL EXPENSES											
Salaries:											
	FTE	Annual Salary	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	Other Funding (Other Grants)
SALARY	\$0	\$0		\$0		\$0		\$0		\$0	\$0
FICA	\$0	\$0		\$0		\$0		\$0		\$0	\$0
RETIREMENT	\$0	\$0		\$0		\$0		\$0		\$0	\$0
HEALTH INS.	\$0	\$0		\$0		\$0		\$0		\$0	\$0
Worker's Comp	\$0	\$0		\$0		\$0		\$0		\$0	\$0
	0	\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:											
		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel											
		\$0		\$0		\$0		\$0		\$0	\$0
B. INSTALLATION & SERVICE COSTS											
1 Professional Fees											
Estimated installation fee, from authorized Comcast subcontractor (no further details provided)											
2 Monthly Internet Fee (\$300 x 36 months)		\$10,800		\$10,800		\$10,800		\$10,800		\$10,800	\$0
3 Supplies		\$0		\$0		\$0		\$0		\$0	\$0
Cabling Fees		\$1,600		\$1,600		\$1,600		\$1,600		\$1,600	\$0
Conduit/MISC		\$1,200		\$1,200		\$1,200		\$1,200		\$1,200	\$0
Subtotal Installation & Service Costs											
		\$23,600		\$23,600		\$23,600		\$23,600		\$23,600	\$0
TOTAL PROGRAM BUDGET											
		\$23,600		\$23,600		\$23,600		\$23,600		\$23,600	\$0
											\$118,000

ORGANIZATION: City of Riviera Beach												CONTACT NAME: Chris Persaud			
PROGRAM: Parks Wifi Project												TITLE: CIO			
FY 2021-2022 PALM BEACH COUNTY CDBG												PHONE: 561-845-4028			
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	Other Funding (Other Grants)
SALARY	\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
FICA	\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
RETIREMENT	\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
HEALTH INS.	\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Worker's Comp	\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:															
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel															
B. INSTALLATION & SERVICE COSTS															
1 Professional Fees															
Estimated installation fee, from authorized Comcast subcontractor (no further details provided)															
2 Monthly Internet Fee (\$300 x 36 months)		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	\$0
3 Supplies		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Cabling Fees		\$1,600		\$1,600		\$1,600		\$1,600		\$1,600		\$1,600		\$1,600	\$0
Conduit/MISC		\$1,200		\$1,200		\$1,200		\$1,200		\$1,200		\$1,200		\$1,200	\$0
Subtotal Installation & Service Costs															
TOTAL PROGRAM BUDGET															

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, with an effective date of _____, **2021**, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **City of Riviera Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **600 West Blue Heron Boulevard, Riviera Beach, FL 33404**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **City of Riviera Beach**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the **City of Riviera Beach** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **City of Riviera Beach**, a Subrecipient as defined in 24 CFR 200
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described installation of Wi-Fi connectivity to five (5) Parks within Riviera Beach, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$118,000** for the period of _____, 2021, through and including **December 31, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2022**.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

NOTE: Prior to First Reimbursement request, the Subrecipient shall provide to the County a letter from its legal counsel stating that the Subrecipient's selection of 'Comcast', as the provider for implementation of this project, is in compliance with the City of Riviera Beach Procurement Code, Section 16.5-65, or other applicable provisions.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED. The Subrecipient may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach

County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the

Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in

unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DHED, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD as determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Subrecipient shall pay the County an amount

equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Subrecipient's negligent or intentional acts in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to

the AGREEMENT, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
- **Business Automobile Liability:** Municipality shall maintain insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- **Workers' Compensation:** Municipality shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Subrecipient. Any possible conflict of interest on the part of the Subrecipient or its employees shall be disclosed in writing to DHED provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and

- Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Subrecipient's personnel policies and job descriptions; and
- (J) The Subrecipient's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or

impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the

Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

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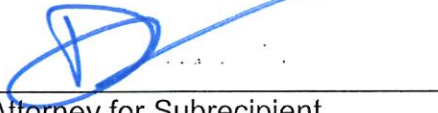
WITNESS our Hands and Seals on this _____ day of _____, 2021.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Jonathan Evans, City Manager

By:  _____
Attorney for Subrecipient
(Signature Optional)

CITY OF RIVIERA BEACH

WITNESS our Hands and Seals on this _____ day of _____, 2021.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. SUBRECIPIENT OBLIGATIONS:

- A. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources and if necessary, shall retain an engineering or consultant (a Florida Professional Engineer/Consultant) to provide design services to create plans and specifications for the installation of high-speed internet/Wi-Fi access and connectivity to five (5) Public Parks within the City of Riviera Beach. The five parks are: Cunningham Park, Dan Calloway Recreational Complex, Farrington Park, Sadie McCray Park and Goodman Park. Additionally, where applicable, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary. As outlined in Exhibit "D", CDBG funds will be used to cover the Wi-Fi installation and service fees to the (5) Public parks.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- Project Location of the five (5) Municipal Parks are as follows:

1. Cunningham Park – 2925 Ave South, Riviera Beach, FL 33404
2. Dan Calloway – 1420 W. 10th Street, Riviera Beach, FL 33404
3. Farrington Park (Pavilion Area) – 1420 W. 10th Street, Riviera Beach, FL 33404
4. Sadie McCray Park – 717 W. 5th Street, Riviera Beach, FL 33404
5. Goodman Park – 1415 W. 36th Street, Riviera Beach, FL 33404

B. PROJECT SCOPE and ELIGIBLE EXPENSES

1. **INSTALLATION:** The internet/Wi-Fi access activities shall include installation of high speed internet to five (5) Municipal Parks to allow for public access through Wi-Fi to the Parks noted above. Activities include installation of internet cabling and related appurtenances. Installations/improvements typical of these types of projects are deemed eligible.
 2. **SERVICE FEES:** The cost of the monthly service fees, for a period of up to thirty-six (36) months, shall be an eligible expense provided that the total cost reimbursed for the Installation Fees and the Service Fees does not exceed **\$118,000.00**.
- (1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

- C. **ASBESTOS REQUIREMENTS:** The Subrecipient shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON AND RELATED ACTS (DBRA):**

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a

Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- F. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.
- G. PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2022
Complete Wi-Fi Installation by:	November 2022
Submit for 100% Reimbursement of CDBG Funds by:	December 31, 2022

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing to the DHED Director, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

H. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Performance Reports shall be submitted to DHED beginning with the effective date of the Agreement. They will be used by DHED to assess the Subrecipient's progress in implementing the project.

I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
- b. The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the

Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be inserted in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$118,000**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the consulting and/or construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED; and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT "B"
MONTHLY REPORT

Report For:	Month: _____ Year: _____		
Subrecipient Name:	CITY OF RIVIERA BEACH		
Project Name:	CITY PARKS DIGITAL WI-FI INSTALLATION & CONNECTIVITY		
Report Prepared By:	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> Name Signature Date </div>		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$_____ Other Funds: \$_____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 118,000	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your Project is underfunded)

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period:

PROJECT PERFORMANCE PHASE	DATE
START DESIGN	Date
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT	Date

Send report to: Project Coordinator or Bud Cheney
 Department of Housing & Economic Development
 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis.

If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
 - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION**A. RENOVATION**

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater

than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.

2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

EXHIBIT "D"

ORGANIZATION: City of Riviera Beach PROGRAM: Parks Wifi Project FY 2021-2022 PALM BEACH COUNTY CDBG				CONTACT NAME: Chris Persaud TITLE: CIO PHONE: 561-845-4028						
A. PERSONNEL EXPENSES										
Salaries:										
	FTE	Annual Salary to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	Other Funding (Other Grants)	Total
SALARY	\$0	\$0	\$0		\$0		\$0		\$0	\$0
FICA	\$0	\$0	\$0		\$0		\$0		\$0	\$0
RETIREMENT	\$0	\$0	\$0		\$0		\$0		\$0	\$0
HEALTH INS.	\$0	\$0	\$0		\$0		\$0		\$0	\$0
Worker's Comp	\$0	\$0	\$0		\$0		\$0		\$0	\$0
	0	\$0	\$0		\$0		\$0		\$0	\$0
Fringe Benefits:										
			\$0		\$0		\$0		\$0	\$0
			\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel			\$0		\$0		\$0		\$0	\$0
B. INSTALLATION & SERVICE COSTS										
1 Professional Fees										
Estimated installation fee, from authorized Comcast subcontractor (no further details provided)										
2 Monthly Internet Fee (\$300 x 36 months)			\$10,000		\$10,000		\$10,000		\$0	\$50,000
3 Supplies			\$10,800		\$10,800		\$10,800		\$0	\$54,000
			\$0		\$0		\$0		\$0	\$0
Cabling Fees			\$1,600		\$1,600		\$1,600		\$0	\$8,000
Conduit/MISC			\$1,200		\$1,200		\$1,200		\$0	\$6,000
Subtotal Installation & Service Costs			\$23,600		\$23,600		\$23,600		\$0	\$118,000
TOTAL PROGRAM BUDGET										
			\$23,600		\$23,600		\$23,600		\$0	\$118,000

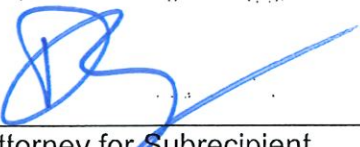
WITNESS our Hands and Seals on this _____ day of _____, 2021.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Jonathan Evans, City Manager

By:  _____
Attorney for Subrecipient
(Signature Optional)


WITNESS our Hands and Seals on this _____ day of _____, 2021.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Jonathan Evans, City Manager

By:  _____
Attorney for Subrecipient
(Signature Optional)

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, with an effective date of **October 1, 2021**, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **City of Riviera Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **600 West Blue Heron Boulevard, Riviera Beach, FL 33404**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **City of Riviera Beach**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the **City of Riviera Beach** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **City of Riviera Beach**, a Subrecipient as defined in 2 CFR 200
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described agricultural farm improvements, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$100,000** for the period of **October 1, 2021**, through and including **December 31, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2022**.

8. METHOD OF PAYMENT

The County agrees to reimburse the Subrecipient for the budgeted costs contained in Exhibit "D" and permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder. The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original

documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED. The Subrecipient may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Subrecipient acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees shall be treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

In furtherance of such policy, the Subrecipient shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DHED, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD as determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Subrecipient shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts

in connection with this Agreement, and the Subrecipient shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Subrecipient's negligent or intentional acts in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the AGREEMENT, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Subrecipient. Any possible conflict of interest on the part of the Subrecipient or its employees shall be disclosed in writing to DHED provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;

- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Subrecipient's personnel policies and job descriptions; and
- (J) The Subrecipient's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

26. **TERMINATION AND SUSPENSION**

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 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 the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 2021.

(SUBRECIPIENT SEAL BELOW)

CITY OF RIVIERA BEACH

By: _____
Ronnie L. Felder, Mayor

By: _____
Jonathan Evans, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

WITNESS our Hands and Seals on this _____ day of _____, 2021.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"**WORK PROGRAM NARRATIVE****1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** If and wherever applicable, the Subrecipient, using its own resources, shall retain an engineer or consultant (a Florida Professional Engineer/Consultant) to provide design services to create plans and specifications for the development of an Urban Agricultural farm to produce organic and non-GMO products. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The development of the Urban Agricultural Farm shall include the purchase of materials, goods and services for the production of natural, organic and non-GMO foods. Activities include the layout and installation of garden beds, expansion of the irrigation system, purchase of equipment and materials, produce stalls and storage. The improvements and proposed materials to be purchased are contained herein as Exhibit D.

A Supervisor shall oversee the project's development, operation, workshops and events. The payment of the Supervisor shall be in an amount up to \$34,693, as contained on Exhibit D.

In the event where specifications for goods, services and or construction activities are required, the following shall apply:

- (1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:
 - (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
 - (b) State that "equal" equipment or materials will be accepted, and
 - (c) Identify the minimum requirements to establish equality.
- (2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):

Should any construction contract be in excess of \$2,000, the following Davis Bacon requirements shall apply:

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related

documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. **BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid,

execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

F. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

G. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities shall be as follows:

Submit for a minimum 50% Reimbursement of CDBG Funds by: July 15, 2022
 Submit for 100% Reimbursement of CDBG Funds by: December 2022

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing to the DHED Director, that the dates used as performance requirements listed above be revised/amended. The DHED Director or designee may, at their sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

H. REPORTS: The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Performance Reports shall be submitted to DHED beginning with the effective date of the Agreement and will be used by DHED to assess the Subrecipient's project progress.

- I. USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be inserted in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A.** Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$100,000**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the consulting and/or construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the consulting and/or construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Subrecipient when requested.
- D.** Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E.** Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project

EXHIBIT "B"**MONTHLY REPORT**

Report For:	Month: _____ Year: _____		
Subrecipient Name:	CITY OF RIVIERA BEACH		
Project Name:	RIVIERA BEACH URBAN FARM PROJECT		
Report Prepared By:	<div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Name Signature Date </div>		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$_____ Other Funds: \$_____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 100,000	\$	%
Other Funds:_____	\$	\$	%
Other Funds:_____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your Project is underfunded)

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period: _____

PROJECT PERFORMANCE PHASE	DATE
START DESIGN	Date
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT	Date

Send report to: Project Coordinator or Bud Cheney at Department of Housing & Economic Development
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator

can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
 - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. **NESHAP NOTIFICATION**

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP

notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida

Statute, Licensure of Asbestos Consultants and Contractors

- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

EXHIBIT "D"**PROJECT BUDGET**

The Urban Farm	Year 1 and 2 Projected Budget			In-Kind Donations			Palm Beach County
Materials	Qty.	Cost Per Item	Total	ERM	City of Riviera Beach/P&R	American Heart Association	CDBG FUNDING
3'x24'x8" or 16 6' Raised Beds	20	\$ 800.00	\$ 16,000.00				\$ 9,600.00
Organic Soil (Pallet)	20	\$ 1,100.00	\$ 22,000.00			\$ 2,200.00	\$ 19,800.00
Fruit Trees	20	\$ 200.00	\$ 4,000.00				\$ 4,000.00
Seeds		\$ 3,500.00	\$ 3,500.00				\$ 3,500.00
Seedlings		\$ 600.00	\$ 600.00				\$ 600.00
Irrigation (Existing)		\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
Gardening tools		\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
Bamboo Stakes	100	\$ 2.00	\$ 200.00				\$ 200.00
Signage for labeling foods	4pks	\$ 20.00	\$ 100.00				\$ 100.00
Perennial Plants		\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
Mulch		\$ 2,000.00	\$ 2,000.00	\$ 300.00			\$ 1,700.00
Equipment Rental & Operator		\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
Wash Station	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
Risers for Food Displays	10	\$ 125.00	\$ 1,250.00				\$ 1,250.00
Grocery Bags (1000 qty)	3	\$ 19.00	\$ 57.00				\$ 57.00
Work table	2	\$ 150.00	\$ 300.00				\$ 300.00
Event Signage (banners, flags)							
Citywide		\$ 4,000.00	\$ 4,000.00			\$ 2,000.00	\$ 2,000.00
POS Equipment, Maintenance,							
Subscriptions, Accounting,							
Reporting		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00			\$ -
Container Unit	1	\$ 900.00	\$ 900.00				\$ 900.00
Cold Storage	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
Greens Harvester	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
Harvest Bins and Implements		\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
Staffing							
ERM Supervision	12 Mo.		\$ 70,693.00	\$ 36,000.00			\$ 34,693.00
AHA Education	12 Mo.		\$ 10,000.00			\$ 10,000.00	\$ -
#ONFG Program Manager	12 Mo.	\$15/hr	\$ 25,000.00	\$ 25,000.00			\$ -
Permaculture Landscaping	30 hours	\$35/hr	\$ 1,050.00	\$ 1,050.00			\$ -
Volunteer Farmers/Gardeners	1560 hrs.	\$20/hr	\$ 31,200.00		\$ 31,200.00		\$ -
Professional Farmers/Gardeners	120 hours	\$35/hr	\$ 4,200.00	\$ 4,200.00			\$ -
Workshops & Events							
Facilitation & Supplies	48	\$200/hr	\$ 9,600.00	\$ 2,400.00		\$ 2,400.00	\$ 4,800.00
Farm-to-Table Events	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00			\$ -
Community Health Events	8	\$ 3,000.00	\$ 24,000.00	\$ 12,000.00		\$ 12,000.00	\$ -
TOTAL BUDGET:			\$ 255,150.00	ERM in-kind	R/B In Kind	AHA in-kind	
In-kind contributions			\$ 155,150.00	\$ 88,950.00	\$ 31,200.00	\$ 35,000.00	
CDBG Budget Allocation:							\$ 100,000.00

Councilperson Lanier: And, and I'd also like to add... Madam Chair? I'd also like to add, when we're..., when we're looking at...

Deputy City Manager McBride: Mhmm.

Councilperson Lanier: ...reviewing complaints, and we're looking at doing these investigations, that we have skilled investigators.

Deputy City Manager McBride: Okay.

Councilperson Lanier: People who are aware, who have background, who know about how to investigate. They're just not laypeople, but who were trained in investigations, so that they can do their due diligence, if there...

Deputy City Manager McBride: Mhmm.

Councilperson Lanier: ...is a complaint.

Chairperson Botel: Anything else? Thank you so much. I really appreciate that this is a good first step towards our, our eventual policy.

Thank you.

Deputy City Manager McBride: Thank you.

8. Chairperson Botel: And now we have Item... Let's see. Item No. 8.

City Clerk Anthony: **DISCUSSION ON PALM BEACH COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FISCAL YEAR 2020-2021 AWARD OF FUNDS.**

JONATHAN EVANS, CITY MANAGER, 561-812-6590

City Clerk Anthony: Madam Cahir, Members of the Board, we do not have any public comments on this Item. The acceptance of public comment on this Item is now closed.

Chairperson Botel: Mr. Evans.

City Manager Evans: Madam Chair, Members of the Board, pursuant to a conversation that we had with the Board back in September of 2020, the City of Riviera Beach receives an annual allocation of CDBG funds, Community Development Block Grants that's provided by the federal government. The City roughly receives about a \$194,000 annually. And then, this year, we received some additional monies associated with the special area of hope allocation that provided an additional \$364,000, for a total of \$558,000.

Originally, it was contemplated, and the City in the past, has utilized this money, CDBG monies for roadway projects. This money was set aside for the reconstruction of

35th Street, Avenue H to Avenue F, but when we had conversations with the Board, we thought we can do more, and we thought we can really utilize the federal funding that comes once in a blue moon. And, as we know, there's thirty-nine municipalities in Palm Beach County, so it's going to circle in. So, we were fortunate enough this year to be able to receive the funds.

Working in collaboration with Office of the Mayor, as well as the Council, there are certain areas of interest and programs that the Board wanted to see come to life. So you will hear presentations from multiple departments as to how we would like to utilize the allocation. First and foremost, is the Code Compliance Community Engagement Program which, in, in essence, is an ambassador type program for the rest of our community. We see the ambassador program that is very successful in the CRA and wanted to expand that. The proposed allocation for that program is \$340,000.

The other program is Urban Farm collaborative. This is building on the Sow and Grow program that Councilperson Lanier has spearheaded, and looking to utilize some facilities that the City has, or some property to move forward with an Urban Farm collaborative project. And we have a great presentation for you this evening associated with that.

And then, one of the things that we have spoken about, when the CARES money was allocated, the City of Riviera Beach, working in collaboration with Palm Beach County, was looking to address some of the digital divide concerns, and so, we are asking to put an additional \$100,000 into the project to allow for all public parks within the City of Riviera Beach, to be able to be WiFi hotspots where persons can utilize internet access.

Ms. Deirdre Jacobs, the Assistant City Manager, has spearheaded this program, so she will provide a program update, and then allow for the respective Department Directors leading those initiatives to come forward and share their presentation.

Assistant City Manager Jacobs: Thank you, Mr. Evans. Good evening, Chair Botel, Mayor Felder, other Councilpersons in your respective places, Mrs. Wynn, and Mr. Evans. For the record, my name is Deirdre Jacobs and I'm the Assistant City Manager here with the City of Riviera Beach.

Mr. Evans pretty much summed up my presentation. It.., it is a, a project wherein, back in the month of September of 2020, the Council voted on a Resolution to approve street improvements over off of 35th Street, Avenue H to Avenue F. Those were Community Development Block Grant funds, which the City receives on an annual basis from Palm Beach County. Usually the amount is a little over a \$150,000, maybe up to one seventy. And for the past several years, based on my understanding, they've always been used for street improvements.

Because we received additional monies this year, they're called special area of hope allocation dollars, which the City only receives, like, every several years because they're rotated by the county, we thought that we might come up with more creative ways

to use the money, as opposed to using it for street improvements. We made contact with the county and they are allowing us to use those funds for other projects.

So, what our Staff did, is we got together, brainstormed and tried to think of creative ways wherein we would be able to come up with projects that actually benefitted [stammer] a greater number of people in a more enthusiastic manner. The projects that we are asking you to consider, as Mr. Evans mentioned, would be Code Compliance, the Urban Farm collaborative project, and the City [stammer] park digital divide WiFi installation program.

So, Mr. Sirmons, the Community compli'..., I'm sorry, the Code Compliance Community Enga'..., Engagement Program would be administered under the Development Services Department. In particular, the Code Enforcement..., or, Code Compliance division. And Mr. Sirmons can give you a brief overview of how we designed that particular project.

Chairperson Botel: Thank you.

Development Services Director Sirmons: Yes. Thank you, Ms. Jacobs.

The Code Compliance Community Ambassador Program would essentially augment the services already provided to the City through the Code Compliance division. These persons working in this program would be a little different because they wouldn't focus as much on the administrative portion of it, in, in terms of presenting cases to the magistrate judge as a Code Compliance officer does, but it would be more of a community-based interaction with the, the residents of those neighborhoods.

And, and the..., the part that really stands out about this is a lot of the services that are provided by the CRA ambassador program are limited to the, the boundaries of the CRA. So, this would expand some of those services, combine them with what our Code officers do, but also be more of a source of information and support for the residents there, as ambassadors do. So, this type of, of community-based compliance, we think, will allow us to expand the results that we see in the CRA beyond those boundaries to other neighborhoods.

And it would be administered in a similar fashion of our existing Code Enforcement officers. The persons in this program would be assigned a zoner, which would allow them to more familiarize themselves with that..., those neighborhoods, those residents and the businesses in those residences, so they can establish those relationships in, in these kind of a partner in those communities to get the, the types of results and effect that we are looking [inaudible] in these neighborhoods..

And that, that's a summary of it. And we worked with my division of Code Compliance, we've spoken with [inaudible] CRA, and we looked at the kind of Code Enforcement parameters that the county is looking for with these types of funds, and we built the program based [inaudible]..

And I'm happy to answer any questions [inaudible].

Chairperson Botel: Thank you. Would the five Staff person being hired be Riviera Beach residents?

Development Services Director Sirmons: We haven't discussed [inaudible], but we certainly wanna start with our own residents, to make sure that those persons that know the community [inaudible]...

Chairperson Botel: It certainly seems sensible to me...

Development Services Director Sirmons: Absolutely.

Chairperson Botel: ...that we'd be hiring people that we want to get into the community, and know the community, we'd wanna be hiring community [inaudible].

Development Services Director Sirmons: Absolutely.

Chairperson Botel: Thank you. Any questions? [Pause]. Thank you so much. Sounds great.

City Manager Evans: And, and, Madam Chair, if I may? Applicable to this program, we set aside funding to be able to do this program for two years, and then that gives us adequate time to build it into our budget if the program is successful, which we know it will be, we have it as a reoccurring initiative moving forward.

Chairperson Botel: Great. Thank you. Urban Farm? Mr. Evans.

City Manager Evans: This particular presentation will be made by Director Blankenship in partnership with a nonprofit organization that is very enthusiastic, a lot of energy and I can tell you that, you know, a City Manager is not supposed to like an particular project more than another, but this is probably one of my favorite projects because of the enthusiasm [inaudible] have, and I think the, the vegetables that will come to bear as a result of this particular initiative.

So, Director Blankenship.

Parks & Recreation Director Blankenship: Good evening everyone. Council, Mayor, City Manager. Richard Blankenship, Parks & Recreation Director.

You know, the beauty of being in Parks & Recreation is, more often than not, there's opportunities to do something really cool. And really effective. And, when Ms. Franks brought me this project a few months ago, I was very excited. We just had to, to move forward with it.

Before I turn the mic over to Ms. Brown, we'll let her do a presentation just to let you know the City's role is fiscal agent, providing ingress and egress, and, and parking at, at Barracuda Bay, eliminating any recurring cost, and assisting with volunteers and folks to help with the Urban Farm.

So, with said, I'll turn it over to Ms. Brown.

Ms. V. Brown: Thank you so much, Mr. Evans and the Council Members. I'm excited to be here. A little cold but really excited.

[Chuckles]

Ms. V. Brown: So, my name is Veleke Brown. I'm the CEO of E-road Map Corporation, and this is our team, and we're just gonna kinda flow through the presentation. I don't know how I can move forward.

[Discussion, working on slides]

Ms. V. Brown: Okay. Perfect.

So, just a little bit about E-Road Map Corporation. We are a 501(c)(3), nonprofit organization, located right here in West Palm Beach. This initiative, Operation No Food Gap, is in partnership with the American Heart Association, and they are here to speak a little bit more about the initiative. But just real quickly, Operation No Food Gap is a transformative approach to address hunger in multiple underserved communities throughout Palm Beach County.

And this initiative entails creating and building to capacity, farms and community gardens to produce robust yields, enough to feed upwards of two hundred and fifty plus families on a weekly basis. Within our initiative, we have slated to work in areas of Riviera Beach, West Palm Beach, Delray, Jupiter, and Belle Glades. Within building the gardens, and off of the farms, we're gonna host nutritional workshops in quarterly events. So, for Q2, is Q4 2021, we have allocated fifty-two events just for Riviera Beach.

So, I'd like to have my business partner, and just the partner representing American Heart, to come up and just speak a little bit about what we're doing within Operation No Food Gap.

Ms. S. Wolliston: Hi. Good evening everyone. My name is Sheree Wolliston. I am the Community Impact Director for the American Heart Association. I am not going to go into depth about the organization, but I will say that our, our mission statement is to be a relentless force for a world of longer, healthier lives. And in doing that, I have the honor of work in Palm Beach, Martin, and St. Lucie counties to look at popular.., population level impacts around health and wellness.

So, when I met Ms. Brown and the work that.., and learned about the work that she was doing, I definitely thought that this was a place where the American Heart Association would love to commit our time, talent, and resources to work in Riviera Beach in a more really concerted effort to ensure health outcomes are improved. One of our pillars that we're working on, is in nutrition security. And, a huge part of that is looking at equitable outcomes.

So, this is definitely a program, an initiative, that is going to yield equitable outcomes in health. We know that having healthy, fresh foods, accessible in a community, for the community to learn, not only about the availability of these foods but also how to use them and how to prepare them, and they impact their health, really does improve health outcomes. So, we also know that the lack of healthy, affordable foods leads to poorer health outcomes, disproportionate levels of high blood pressure, high cholesterol and also diabetes. So, we are really looking to impact those conditions, both inside and outside of the health center.

So, we are already working in Riviera Beach with some health centers. We've done gardening with schools and we are looking to really work with E-Road Map Corporation to bring this amazing project to fruition.

So, thank you.

Ms. V. Brown: So, we have two more of our team members here. We have Kyle Shelton, who's the CEO of NuGen International, and Amy Simion, the CEO of GROW. And they're gonna talk a little bit later in the presentation.

But just to talk about our core values. Within E-Road Map, especially with Operation No Food Gap, we know step one is always to feed the people. And this is an image that was taken on the 20th of December of last year where we partnered with Parks & Rec, and at Wells Recreation Center, with the help of American Heart, as well as the Palm Beach food bank, we were able to provide food to over three hundred and forty-five families. Now, at that same event, we were able to give out surveys and we received over eighty plus paper surveys from residents in Riviera Beach about some of the events that we have planned and their input.

Another core value is step two, evaluating what we are feeding the people. And step three, teach the people how to fish. Because, my mindset is, with COVID, of course, we can feed the people, but what are we feeding the people? And I'm pretty passionate about that because, if we're feeding people things that in the long run are gonna do more damage, even though they fill your bellies right now, are we really putting a Band-Aid on the situation or are we really repairing the situation? So that's why we're very passionate about teaching and educating people about nutrition and changing the habits, and the things that we focus on. And things we teach our families.

So now, I'm gonna bring up my partner. So, as Mr. Blankenship mentioned, there are two areas that are allocated unused land, right on Bluer Heron beside Barracuda Bay. And, what we're proposing to do is take one lot for mass production of farming. Take the second lot, that is accessible from the parking lot of Barracuda Bay and have that as a community garden. But not just as a community garden, but also the workshop location and a farmer's market, because our vision is to take the non-GMO organic foods that are grown in Riviera Beach to serve the residents of Riviera Beach, to have those accessible at the farmer's market.

But, what is so amazing about it is, within our organization, we have a mobile food pantry that also serves as a mobile POS system. We are SNAP, EBT and Fresh Access Bucks approved. So, if you're not familiar with the Fresh Access.., Fresh Access Bucks program, for example, if some initiates a purchase using SNAP, and maybe they go to buy one orange, but they have Fresh Access Bucks, that may give them two more free oranges, so now they have three.

But, we took it a step further and brought in American Heart. American Heart said, hey, we'll provide coupons. So, when you do your farmer's market, let's say, for example, they spend ten dollars at produce, we're give them five dollars in produce free. Then, Mr. Evans got excited and say, well hey, maybe with the City, we can give some coupons out too. So, our goal is to increase the buying power for the residents to purchase non-GMO organic foods produced in Riviera Beach because when you talk about the idea that we have a food desert, and we have a food swamp, if you don't address the core root, what are we dealing with? If people get government assistance but all they can do is buy chips, that's what they're gonna feed their kids, are chips. But, if we can allow them to use those resources and expand those resources and teach them about sautéing carrots or kale, or whatever it is they wanna eat, now we're changing their habits and we're changing their taste [stammer] buds and we're improving their health. That's what we're passionate about doing.

So, Amy can come up and tell you about her business, 'cause that's her drawing for the garden. And then, we'll ask Kyle to come up right behind her and talk about the mass production of the farmland.

Ms. A. Simion: Great. Good evening. Thank you so much. My name is Amy Simion, and I do own a business called GROW Garden Box. So, my business.., I have the pleasure of helping people introduce more nature into their lives. I am also a Florida master gardener. So, as you know, there are a lot of volunteer hours involved with that, and I've worked closely with the City of West Palm Beach Downtown Development Authority, and I have to say that this is the most exciting project that I will have worked on to date. Hopefully. With Veleke's vision and the partners that we have, we've really been able to design this space to reflect a sense of community and education. I know the drawing is small but if you have ever been to Barracuda Bay, and you've driven in, seen the complex on your right, just look straight ahead and imagine a welcoming entrance where it's a gathering place. And then on your right, you're gonna see all the garden beds. That's at the top of the drawing. And then, on the perimeter, little boxes, we've got a lot of workshop spaces, we've got education spaces for Florida native plants, for Florida friendly plants, the pollinators, we've got composting areas at the bottom of the drawing. That would be the marketplace.

So, again, the focus is on community, the focus is on education, and I think it's a very exciting opportunity.

Thank you so much.

Mr. K. Shelton: Hello everyone. My name is Kyle Shelton. I'm the owner of NuGen International. It's a vegetable, seed and breeding company, based right here in..., actually, out of Loxahatchee. I guess I'm here to talk about the production that we can do out there. And..., I mean, my background is, I, I worked on urban farms in West Philadelphia for years setting these up. I have a five-acre piece in Loxahatchee that I produce commercial organic vegetable crops on right now. And I'm here to basically just tell us that, that this is something that I think we can definitely do. We're in a very good place to grow commercial veggies. In fact, this used to be the salad bowl of the United States not that long ago. And I think it's, like all these ladies here are saying, it's, it's something that's important for us to be doing, is to produce food where it's needed most. And I think that helps people interact with it, see it, understand what it is. And, one of the nice things about where we are here, is that, you know, we can grow all sorts of things that people can't grow anywhere else in this country.

And, educating folks on what those are, what actual food is, and more importantly, teaching folks that, you know, maybe we shouldn't be spraying chemicals on our food, and maybe we shouldn't be using all these other artificial fertilizers, pesticides, things like that, that we don't necessarily need. And I think, I think having a nice public space where we can do a lot of that education is good, but more importantly, we need to actually be able to produce food 'cause I've worked on a lotta these projects where, you know, we get started and everything's gung ho and by the time season two runs around, it's a bunch of weeds. And that's, you know..., it's a waste of everyone's time and money working on it, and I, you know, I'm here to make sure that that doesn't happen when we do this.

So, we'll, we'll be growing commercial quantities of corps. I don't see any reason why we couldn't pump out eight to ten thousand pounds a year, of you name it, organic tomatoes, lettuce, herbs, whatever we really want. I think it should heart friendly stuff, but we can talk about that.

So, that's, that's me. And I, I think that's what I'm here to say.

Chairperson Botel: Thank you.

Ms. V. Brown: So, this is a flow chart. And, I think the budget has increased because there may be some additional anticipated funding, which is always great. But, the flow chart shows you that E-Road Map would be the project lead, 'cause we certainly don't wanna put additional stress on [stammer] a member already. We know that Parks & Rec, they have their responsibilities, everyone has their responsibilities, so we'll be the project lead.

Now, under that project lead is the ONFG program manager. So, E-Road Map Corporation will personally hire someone to help regulate everything that's happening within the farm and the garden. Obviously, you see NuGen and also GROW, Parks & Rec, their responsibilities will be the irrigation, as well as the security of the space. The City of Riviera Beach, they will retain ownership of the land, we're just asking that they also keep up with the insurances. And then, American Heart is there.

Now, the volunteer farm team, as Mr. Blankenship spoke to, we'll all work together to engage residents to help. But, we know that if you're looking to mass produce food on this level, it can't be maintained strictly from volunteers. So, our organization is owning the responsibility to take on the salaries that are needed to hire professional farmers and permaculturists to make sure this happens. And, it feeds into the farm, it feeds into the garden, and then also the farmer's market. So, just showing you how it works.

So, in respect to what's highlighted here on the budget, E-Road Map Corporation will give into this project \$88,950. We, we believe in it, we wanna support the community, and we are all in. The City of Riviera Beach, initially, we are asking for \$50,707 to help build the infrastructure. The great thing about that is, once the infrastructure is built, it isn't something that you have to continuously build every year, so it's not an ongoing cost. American Heart is there, \$35,00 to help with a lot of things that we need to do. And Parks & Rec has helped us with some in kind donations of sinks and things of that sort.

Now, the lightbulb represents that we can always put a survey on the City's website for the farm and community garden name suggestions. We are open to that. We are also open to putting out suggestions about culturally relevant items that people would like to grow, because, you have so many cultures here. And we participate in a lot of folk's groups. We're building a far'.., a, a community garden now for RISE. And one thing that the residents spoke about what's being from different areas, Jamaica and Haiti and Trinidad, and, and how they grew up cooking, they can't find those things here. So, we want to keep that top of mind, and get the input from the residents and work with our farmers to make sure that's available to grow.

And, you all probably have a copy of the budget, but I just wanted to highlight the breakdown so you can see exactly, when we're talking about infrastructure, what we're purchasing, what is needed, how it's all allocated.

And, to wrap up together, this isn't updated but, together we can work to change the narrative for Riviera Beach. I know I've been here in Palm Beach County, a transplant. I came from Maryland six years ago. I love it. It's great. And sometimes we do hear negative things, as we do with any city, so we can just decrease, in my opinion, the crime by bringing forth more activities. We can decrease the stress and anxiety that people naturally feel, and that I's now compounded because of COVID, by introducing farming and yoga and meditation. We can improve our health issues by introducing the health and nutrition education. And, just a side note, urban gardening is a buzz word now. So that definitely will help with tourist attractions. People wanna see what's happening, what food is being grown. They want to purchase food that is locally grown to reduce the miles in which the food travels.

And this is a fun picture of us. You know? So, it's ONFG, American Heart, Parks & Rec, a lot of volunteers, the Riviera Beach Police Department, when we did an event at Wells. So, we're very excited. Yes, we're very passionate and we've very committed.

And thank you so much for the time to present.

Chairperson Botel: Thank you so much.

[Applause]

Chairperson Botel: Great project. I, I have a quick question. What's the..., if..., what, if any, is the interaction with our CRA community gardens?

Ms. V. Brown: So, we know that the CRA has a community garden, and it looks fantastic. And, we are certainly open to, if we can, increase the budget and extend some of the [inaudible] to that garden. No doubt about it. But, what we're looking to do here, is just full on engagement with the community. I mean, every single week, activities. Not just gardening, but health screenings, health nutritional cooking classes every single week. Because that's what we do. And within our nonprofit, we get funding from CSC, from Community Foundation, from Quantum, from... We just have a lot of funders who, if they're watching, we love you and thank you so much, and they believe in our work, so we're able to pool some of our resources into this project. So, it is, it's, it's noncompete, 'cause I know you all have many projects, smaller projects in Riviera Beach and we're willing to extend some of our services there, if needed.

Chairperson Botel: Thank you.

Ms. V. Brown: Yep.

Chairperson Botel: Any other comments?

Councilperson Lanier: Madam Chair?

Chairperson Botel: You're recognized.

Councilperson Lanier: This is a program that I'm very excited about. I have been talking about when I got involved with the Sow and Grow program with the CRA expanding this program. I had talked to Mr. Evans because he told me that he had something for me.

[Chuckles]

Councilperson Lanier: And that I would have to wait to see the presentation, and this is beyond my wildest imagination. I wanted to be able to expand the s, the Sow and Grow program here in the City.

I also..., I've said this at several meetings, that when I go and I see these people, you know, waiting in these long lines to get food from different organizations, and I'm saying there has to be a better way, that we can bring something here to the City so that people can learn how to grow their food. Everybody can't do it, but a lot of people are involved in it. It was very surprising to me with the Sow and Grow program, a part of that was giving away soil and the seed and the beds, they gave out.

Ms. V. Brown: Mhmm.

Councilperson Lanier: So, people do participate in this. And to be able to have a full-fledged farm in the City to feed ourselves, by ourselves, for ourselves, is something that I certainly am very excited about.

So, there are two things I wanted to ask. The first thing is the irrigation system. How is that going to work for.., is the City going to be responsible for that or how, how does that work? Because, of course, that's a, you know, that's an issue.

Ms. V. Brown: I'm gonna leave that to Mr. Blankenship.

Parks & Recreation Director Blankenship: Yes, ma'am. We already have irrigation there. So, we'll main'.., we'll continue to maintain that.

Councilperson Lanier: Oh, very good. Very good.

And also too, the second thing is, I wanna be able to make sure that because we're not too far from Solitron, to make sure that we do some soil testing for that area before we get started with our farming project. Just to make sure.

Ms. V. Brown: Yes. I think Mr. Blankenship did some initial soil testing, and we're gonna do our soil test and send it to you. If you wanna speak to your...

Parks & Recreation Director Blankenship: Yeah. We.., not because of Solitron, but because of a structure that was previously there had a geotechnical engineer take a look and everything is good there.

Councilperson Lanier: Alright. Very good. Excellent. But, I'm very excited about this. This is something that I certainly was not expecting. I thought it was gonna be on a smaller scale, but this certainly something that we need for the City so that we don't have to go to anybody to get anything. We can grow it for ourselves and feed ourselves, right here in the City of Riviera Beach.

So, I'm, I'm very excited about it. Thank you.

Ms. V. Brown: Thank you.

Chairperson Botel: You're recognized.

Councilperson Miller-Anderson: Thank you, Madam Chair.

I'd just like to thank Mr. Evans and his Staff, and, and for your organization coming to Riviera Beach to provide this service. It goes along with our Citywide goals of, of getting community engaged, and then also Great Neighborhood. I tried doing a garden in my yard and it didn't quite work out for me.

[Chuckles]

Councilperson Miller-Anderson: So, I, I definitely appreciate it. I know that, you know, eating better will help increase everyone's health. And, unless we start kinda take that back, you know, and getting away from the fast foods and all of that stuff, we're gonna continue to have the health issues that we're having. And so, I think this is a perfect opportunity for our community to be able to get off that blood pressure medicine.

[Inaudible background]

Chairperson Botel: Could...

Councilperson Miller-Anderson: And, as well as be able to just, you know, live a better, healthier lifestyle. So, I appreciate you all for coming and, and working our City.

Thank you.

Ms. V. Brown: Thank you.

Chairperson Botel: Thanks so much. It's...

Councilperson Lanier: Yes. Thank you.

Chairperson Botel: ...a great project.

Councilperson Lanier: And, Madam Chair, I just wanted to add, Ms. Jacobs, thank you so much for putting...

Chairperson Botel: Right.

Councilperson Lanier: ...this together. Thank you so much, because you know I've been talking about this for a very long time. So, thank you so much for your help.

[Applause]

Chairperson Botel: Thank you. Good job.

Assistant City Manager Jacobs: We still have one more project.

City Manager Evans: And, if we can hold our applause for Chris. [Chuckle]. He's got an exciting program as well, that is, is going to address a lot of the concerns and things that we've discussed, to ensure that we close the gap related to the digital divide.

Councilperson Lanier: We'll give him an applause.

Chairperson Botel: We'll, we'll applauds for Chris too.

Chief Information Technology Officer Persuad: Good evening, Madam Chair, Council Members, and Mr. Mayor.

The only thing I have is that we are looking to put WiFi in the municipal parks. Currently, we have worked with Comcast and we have surveyed all the parks in the City, and they've given us five locations that are feasible at this point in time. There's further construction. It depends where the cables run along the roads and, you know, there's a lot of, a lot of back end requirements needed.

So, currently there are five parks that Ms. Jacobs worked with us and, and identified some funding for this. And, we worked with Mr. Blankenship to identify which parks have the most need. But there was only..., the five that we have are Cunningham Park, Tate..., Dan Calloway Tate, Barrington Park, Sadie McCray Park, Goodman Park and there's a possibility that we're look into Wells after this in the outdoor areas as well. But right now, those are the five parks that we're targeting.

Comcast is gonna require about ninety days to actually put this thing in place. It will go on light poles in the parks or, if there's another area that's more feasible... And, of course, we'll put a sign, and then, the closer you are, the better the WiFi. Further you are, delay. That's just kinda how the WiFi works. But it will have the option for Comcast and then the residents can, you know, log on, do whatever they need to do. And, it's just a good opportunity for the City to have it in the parks.

Chairperson Botel: Thank you. Any questions?

City Manager Evans: And, Madam Chari, this, this also builds on the, the network that the School District... Ad, Mr. Persaud, if you could talk about that, how it intertwines that, in essence, we would have a, a large section of our community that would have access to the internet.

[Inaudible dais comments]

Chief Information Technology Officer Persaud: So, the School District is doing municipal WiFi based on school students right now. So, you have to have a School District student ID to get onto their WiFi that Riviera Beach is slated for that. We've been in communications with the School District several times, and the county. They are putting poles up that have a solar panel on there, and that solar panel will basically create a mesh wireless network. So, basically, if you're anywhere in that mesh, you'll have access to that.

This, this addresses more where you have less... 'Cause, the School District's network is gonna be very restrictive. It's just 'cause they're kids. You know, we don't wanna do anything bad, that's just the way things are. This is gonna be more open, where you can do, like, bills, you could, you know, do other additional things beyond just, you know, schoolwork and everything else, so. And, you will not need a School District ID to log onto the network. So, this will be a little more open for residents, beyond just students.

[Inaudible comment]

[Applause and exclamation]

Chief Information Technology Officer Persaud: And I thought that was a tough act to follow. They were so good.

[Chuckles]

Chairperson Botel: Thank you. Thanks so much. Thank you, Ms. Jacobs.

Assistant City Manager Jacobs: Oh..

Chairperson Botel: Great program.

Assistant City Manager Jacobs: ...no problem. Thank you for listening to us. So, as you can see, this is truly a team effort, amongst our community, as well as our employees here with the City of Riviera Beach. We just ask that, moving forward, if you would give Mr. Evans the authority to execute an agreement with the county. Of course, it would be an amended agreement because the initial one was signed off on in September of 2020, that allowed for the street improvement. This one would allow for the Code Enforcement project, the digital divide project, and the Urban Farm to move forward.

Thank you.

Chairperson Botel: Thank you. Okay.

**COMMENTS FROM THE PUBLIC – 7:30 P.M. – NON-AGENDA ITEM SPEAKERS
(Three Minute Limitation)**

Chairperson Botel: It is past 7:30. So.

Chairperson Botel: PLEASE BE REMINDED THAT THE CITY COUNCIL HAS ADOPTED RULES OF DECORUM GOVERNING PUBLIC COMMENT DURING OFFICIAL MEETINGS, WHICH HAS BEEN POSTED AT THE ENTRANCE. 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 COMMENT SHALL BEGIN AT 7:30 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 P.M., THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER THE ITEM HAS BEEN CONCLUDED. ANY PERSON WHO WOULD LIKE TO SPEAK DURING PUBLIC COMMENTS, PLEASE FILL OUT A PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO STAFF BEFORE THE PUBLIC COMMENT SECTION IS ANNOUNCED.

City Manager Evans: Madam Cahir?

Chairperson Botel: Oh, I'm sorry, Deirdre. I didn't realize you wanted a..., us to vote on that.

Assistant City Manager Jacobs: Yes, ma'am.

City Manager Evans: Yes, ma'am.

[Inaudible comment]

Chairperson Botel: Okay. Well then, let's hold off on, on public comment for just a minute. I'm sorry. So, let's see. Would someone care to make a motion that we approve the projects presented this evening by Deputy [stammer] City Manager Jacobs?

Councilperson Miller-Anderson: So moved.

Councilperson Lanier: Second.

Chairperson Botel: Thank you. And I think we've had enough discussion, yes? Madam Clerk.

City Clerk Anthony: Councilperson Lanier?

Councilperson Lanier: Yes.

City Clerk Anthony: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: Yes.

City Clerk Anthony: Chair Botel?

Chairperson Botel: Yes. That is approved, with great thanks, and [inaudible].

[Applause and exclamation]

City Clerk Anthony: Madam Chair, Members of the public..., Members of the Board, the acceptance of public comment is now closed.

Chairperson Botel: Thank you.

City Clerk Anthony: Glen Spiritis, Peter Ruda.

Mr. G. Spiritis: Glen Spiritis, 5540 North Ocean Drive, Riviera Beach.

I would like to just remind all the residents of Singer Island, Riviera Beach, please come out and vote for District 4 Council, on Tuesday, March 9th. If you have an absentee ballot, or you're voting by mail, please make sure you do this. This is your opportunity to be heard. Please vote on March 9th, Tuesday. This, this Tuesday.

Thank you.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 3/3/2021

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Palm Beach County Community Development Block Grant Program FY 2020-2021 award of funds.

Recommendation/Motion: Staff recommends that the Council approve these Projects for receipt of such CDBG funds.

Originating Dept	OFFICE OF THE CITY MANAGER	Costs
User Dept.	CITY WIDE	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

Each fiscal year, the City of Riviera Beach (City) receives an award of federal Community Development Block Grant (CDBG) funds through Palm Beach County (County). This award of monies is transmitted to the City via the County because the City is not categorized as an entitlement entity due to the size of its population.

The City was allocated FY 2020/2021 CDBG funds of \$194,170 as its local entitlement share of the County's CDBG grant, and another \$364,164 CDBG through the Special Area of Hope Allocation, which rotates among municipalities each year. Thereby, the total amount of FY 2020/2021 CDBG monies is \$558,334, which the City has received in FY 2020-21.

As such, at the September 16, 2020, City Council meeting, Resolution No. 81-20 was approved to accept such FY 2020/2021 CDBG monies in the amount of \$558,334. Through an agreement between the City and the County, these funds were to be used as had been usually done in the past for street and related infrastructure improvements. In particular, this certain fiscal year monies were to be used for the reconstruction of 35th Street from Avenue "H" to Avenue "F".

Given the discussion that ensued at that meeting and within City Administration thereafter, staff made contact with the County to determine if such monies could be de-obligated and subsequently used to support other eligible activities. To be specific, activities that would produce more direct public benefit for a greater number of beneficiaries and involve emphasis on neighborhood enhancement and as well as human services. As a result of those discussions, the following three (3) projects were realized and shared with the County for its consideration for eligibility:

1. Code Compliance Community Engagement Program

This newly designed Program's purpose is to effectuate enhancements to neighborhoods that are situated outside of the CRA's geographic boundary. Creatively modeled after the CRA's Ambassadors Program, this pilot initiative will take on similar characteristics of the Ambassadors Program and will highly focus on the services of approximately five (5) staff persons to undertake code compliance matters. Services will be administered within the Code Compliance Division of the Development Services Department.

Designed with the intent to supplement and augment code regulations, efforts will also focus on the simultaneous installation of ancillary systems, which tend to proliferate and sustain clean, attractive, and healthy neighborhoods. It is hopeful that such efforts will increase property values and reduce code violations, crime, and vandalism.

Proposed Allocation: \$340,000

2. Urban Farm Collaborative Project

The City has the opportunity to collaborate with E-Road Map Corporation (ERM) and several other non-profit organizations to develop an Urban Agriculture Plan (Plan) culminating in an urban farm that produces organic and non-GMO products. As the location is within walking distance of three schools, the project includes the development of not only an urban farm but also a component that provides educational opportunities centered on harvesting natural food products. Accordingly, education will be a major component of this project.

The farm is planned to be constructed on Blue Heron Boulevard on the old fire station site next to Barracuda Bay. The parking, ingress and egress, restrooms, and other public amenities for the farm would be situated on the Barracuda Bay property.

The City's role in the collaborative is proposed as follows:

- (1) Providing infrastructure support (the lot, Barracuda Bay for public parking, access, etc.),
- (2) Assisting in recruiting volunteers,
- (3) Serving as the fiscal agent for the CDBG funds, and
- (4) Marketing and programmatic assistance.

The staff intends to work with partners, including the CRA and CDC, to:

- (1) Make the farm a sustainable success to produce healthy food items.
- (2) Implement an urban agriculture plan.
- (3) Eliminate any recurring costs through grants and fundraising.
- (4) Develop an urban agriculture co-op to provide residents and visitors with organic healthy food alternatives and organic healthy urban agriculture knowledge.

Proposed Allocation: \$100,000

3. City Parks - Digital Divide –Wi-Fi Installation Project

"The digital divide can be defined as the gap that exists between those who have reliable internet access and devices and those with very limited access or none at all." This issue is generally a challenge that affects a great number of individuals whether it be access to high-speed internet and/or access to reliable devices.

As the City moves forward to improve its systems and services, and given the importance of the internet and the value that it brings to conduct business and personal matters electronically, the installation of cable and related appurtenances in respective City parks would be ideal. Accordingly, moving this initiative forward to improve access to internet services, staff worked with Comcast Cable to survey park facilities throughout the City to determine their status for suitability for the installation of cabling for Wi-Fi connectivity. The results of the survey demonstrated that five (5) of these parks were readily positioned for the installation of the cable. Further, it was also determined that seven (7) other parks would require more extensive construction and installation activities.

In concert with the City moving forward innovatively, staff desires to make affordable, available, and adequate opportunities for its citizens to connect to the internet to transact activities and electronically communicate without challenges. Along with the ability to connect in digital spaces, the City is augmenting

this Project by incorporating electronic items such as computer systems to include desktops, laptops, and software in public spaces such as the new library facility, existing community centers as well as the new fire stations, which will house space for public assembly.
Proposed Allocation: \$118,000

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
CM-City_Council_Memo_-_PBC_CDBG_Prog_FY_2020-2021_Agreement.pdf	Cover Memorandum	2/26/2021	Cover Memo

REVIEWERS:

Department

City Manager

Reviewer

Huff, ReChee

Action

Approved

Date

2/26/2021 - 6:16 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: DEIRDRE M. JACOBS, ASSISTANT CITY MANAGER

SUBJECT: **PALM BEACH COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2020-2021 AWARD OF FUNDS**

DATE: MARCH 3, 2021

CC: GENERAL PUBLIC

Background:

Each fiscal year, the City of Riviera Beach (City) receives an award of federal Community Development Block Grant (CDBG) funds through Palm Beach County (County). This award of monies is transmitted to the City via the County because the City is not categorized as an entitlement entity due to the size of its population.

The City was allocated FY 2020/2021 CDBG funds of \$194,170 as its local entitlement share of the County's CDBG grant, and another \$364,164 CDBG through the Special Area of Hope Allocation, which rotates among municipalities each year. Thereby, the total amount of FY 2020/2021 CDBG monies is \$558,334, which the City has received in FY 2020-21.

As such, at the September 16, 2020, City Council meeting, Resolution No. 81-20 was approved to accept such FY 2020/2021 CDBG monies in the amount of \$558,334. Through an agreement between the City and the County, these funds were to be used as had been usually done in the past for street and related infrastructure improvements. In particular, this certain fiscal year monies were to be used for the reconstruction of 35th Street from Avenue "H" to Avenue "F".

Given the discussion that ensued at that meeting and within City Administration thereafter, staff made contact with the County to determine if such monies could be de-obligated and subsequently



used to support other eligible activities. To be specific, activities that would produce more direct public benefit for a greater number of beneficiaries and involve emphasis on neighborhood enhancement and as well as human services. As a result of those discussions, the following three (3) projects were realized and shared with the County for its consideration for eligibility:

1. Code Compliance Community Engagement Program

This newly designed Program's purpose is to effectuate enhancements to neighborhoods that are situated outside of the CRA's geographic boundary. Creatively modeled after the CRA's Ambassadors Program, this pilot initiative will take on similar characteristics of the Ambassadors Program and will highly focus on the services of approximately five (5) staff persons to undertake code compliance matters. Services will be administered within the Code Compliance Division of the Development Services Department.

Designed with the intent to supplement and augment code regulations, efforts will also focus on the simultaneous installation of ancillary systems, which tend to proliferate and sustain clean, attractive, and healthy neighborhoods. It is hopeful that such efforts will increase property values and reduce code violations, crime, and vandalism.

Proposed Allocation: \$340,000

2. Urban Farm Collaborative Project

The City has the opportunity to collaborate with E-Road Map Corporation (ERM) and several other non-profit organizations to develop an Urban Agriculture Plan (Plan) culminating in an urban farm that produces organic and non-GMO products. As the location is within walking distance of three schools, the project includes the development of not only an urban farm but also a component that provides educational opportunities centered on harvesting natural food products. Accordingly, education will be a major component of this project.

The farm is planned to be constructed on Blue Heron Boulevard on the old fire station site next to Barracuda Bay. The parking, ingress and egress, restrooms, and other public amenities for the farm would be situated on the Barracuda Bay property.

The City's role in the collaborative is proposed as follows:

- (1) Providing infrastructure support (the lot, Barracuda Bay for public parking, access, etc.),
- (2) Assisting in recruiting volunteers,
- (3) Serving as the fiscal agent for the CDBG funds, and
- (4) Marketing and programmatic assistance.

The staff intends to work with partners, including the CRA and CDC, to:

- (1) Make the farm a sustainable success to produce healthy food items.
- (2) Implement an urban agriculture plan.
- (3) Eliminate any recurring costs through grants and fundraising.
- (4) Develop an urban agriculture co-op to provide residents and visitors with organic healthy food alternatives and organic healthy urban agriculture knowledge.

Proposed Allocation: \$100,000

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3. City Parks - Digital Divide –Wi-Fi Installation Project

“The digital divide can be defined as the gap that exists between those who have reliable internet access and devices and those with very limited access or none at all.” This issue is generally a challenge that affects a great number of individuals whether it be access to high-speed internet and/or access to reliable devices.

As the City moves forward to improve its systems and services, and given the importance of the internet and the value that it brings to conduct business and personal matters electronically, the installation of cable and related appurtenances in respective City parks would be ideal. Accordingly, moving this initiative forward to improve access to internet services, staff worked with Comcast Cable to survey park facilities throughout the City to determine their status for suitability for the installation of cabling for Wi-Fi connectivity. The results of the survey demonstrated that five (5) of these parks were readily positioned for the installation of the cable. Further, it was also determined that seven (7) other parks would require more extensive construction and installation activities.

In concert with the City moving forward innovatively, staff desires to make affordable, available, and adequate opportunities for its citizens to connect to the internet to transact activities and electronically communicate without challenges. Along with the ability to connect in digital spaces, the City is augmenting this Project by incorporating electronic items such as computer systems to include desktops, laptops, and software in public spaces such as the new library facility, existing community centers as well as the new fire stations, which will house space for public assembly.

Proposed Allocation: \$118,000

Citywide Goals:

Build Great Neighborhoods
Strengthen Community Engagement

Budget/Fiscal Impact:

The source of funds for these three (3) projects is the federal Community Development Block Grant (CDBG) Program through Palm Beach County. The total dollar amount for this respective fiscal year is \$558, 334.

Recommendation(s):

Staff recommends that the Council approve these Projects for receipt of such CDBG funds.

Attachments:

None.

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CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: AUTHORIZE EXECUTION OF AMERICAN RESCUE PLAN ACT
CORONAVIRUS RECOVERY AGREEMENT WITH THE STATE OF FLORIDA,
DIVISION OF EMERGENCY MANAGEMENT

Recommendation/Motion: Staff recommends authorizing the City Manager to execute the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

Originating Dept	FINANCE	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

On March 11, 2021 the American Rescue Plan Act of 2021 ("ARPA") was signed into law. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"). Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,1, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance").

ARPA allocated \$7,105,927,713.00 for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government. The Secretary disbursed \$5,689,502,590.00 of these funds directly to metropolitan cities and counties. A remaining balance of \$1,416,425,123.00 was reserved for the State of Florida to disburse to non-entitlement units of local government.

The State of Florida, Division of Emergency Management (Division) has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement.

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
Memo_American_Rescue_FDEM_Agreement_09.01.2021.pdf	Memo American Rescue FDEM Agreement 09.01.2021	8/25/2021	Cover Memo
RESOLUTION_100-21__AMER_RESCUE_AGREEMENT_1_09.01.2021.pdf	Resolution 100-21 American Rescue Plan Agreement Riviera Beach,	8/25/2021	Resolution

Riviera_Beach__City_of-
American_Rescue_Plan_Agreement.pdf

City of-American
Rescue Plan
Agreement

8/25/2021

Backup
Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	8/25/2021 - 4:40 PM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 5:13 PM
Finance	sherman, randy	Approved	8/25/2021 - 5:32 PM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 5:59 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 6:59 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:49 PM



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

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

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

FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

SUBJECT: AMERICAN RESCUE PLAN ACT CONRONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC



Background:

On March 11, 2021 the American Rescue Plan Act of 2021 ("ARPA") was signed into law.

Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"). Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,1, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance").

ARPA allocated \$7,105,927,713.00 for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government. The Secretary disbursed \$5,689,502,590.00 of these funds directly to metropolitan cities and counties. A remaining balance of \$1,416,425,123.00 was reserved for the State of Florida to disburse to non-entitlement units of local government.

The State of Florida, Division of Emergency Management (Division) has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA. Pursuant to the



provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement.

The City is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

City Goals:

The City wide goal is to Enhance Government Stewardship and Accelerate Operational Excellence.

Fiscal/Budget Impact:

Approval of this agreement will provide the City with \$17,761,773.00 to be utilized for the new water treatment facility.

Recommendation:

Staff recommends authorizing the City Manager to execute the American Rescue Plan Act Cononavirus Local Fiscal Recovery Fund Agreement.

Attachments:

1. Resolution No.
2. American Rescue Plan Act Cononavirus Local Fiscal Recovery Fund Agreement

RESOLUTION NO. 100-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF RIVIERA BEACH (CITY) FOR THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-252 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, on March 11, 2021 the American Rescue Plan Act of 2021 (“ARPA”) was signed into law; and

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act, which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and

WHEREAS, following the enactment of ARPA, the U.S. Department of the Treasury (“Treasury” or “Secretary”) released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,1, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement (“Treasury Guidance”); and

WHEREAS, ARPA allocated \$7,105,927,713.00 for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and

WHEREAS, the Secretary disbursed \$5,689,502,590.00 of these funds directly to metropolitan cities and counties; and

RESOLUTION NO. 100-21

Page 2 of 3

WHEREAS, a remaining balance of \$1,416,425,123.00 was reserved for the State of Florida to disburse to non-entitlement units of local government; and

WHEREAS, the State of Florida, Division of Emergency Management (Division) has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and

WHEREAS, pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and

WHEREAS, the City of Riviera Beach is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

NOW, THEREFORE, be it resolved by the City Council of the City of Riviera Beach, Florida:

SECTION 1. That the City Manager is authorized to execute the Agreement with the State of Florida, Division of Emergency Management.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

RESOLUTION NO. 100-21
Page 3 of 3

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: _____

DAWN S. WYNN, CITY ATTORNEY

T. MCCOY: _____

DATE: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Riviera Beach, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$17,761,773.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Riviera Beach, City of

By:

Name and title:

Date:

FEIN : 596000417

DUNS : 025124546

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: **\$17,761,773.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Riviera Beach, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: _

Date: _

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Riviera Beach, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Riviera Beach, City of

Address:

DUNS Number: 025124546

Taxpayer Identification Number: 596000417

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Riviera Beach, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: Approval of a Memorandum of Understanding (MOU) between the City and CareerSource, Palm Beach County, Inc., to provide on-site career services at the Riviera Beach Public Library.

Recommendation/Motion: Staff is recommending a motion to approve the Memorandum of Understanding (MOU) between the City and CareerSource, Palm Beach County, Inc.

Originating Dept	Library	Costs	-0-
User Dept.	Library	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The City's goal to achieve a sustainable economy has an objective to create and develop workforce and career liaison through cooperative partnerships for training, apprenticeships; internships with business, community and regional partners to create opportunities and outcomes for City residents' skills upgrade, credentialing and ultimately job placement.

CareerSource and the City desire to describe their strategic alignment of service integration, cooperative employment, workforce training and economic development efforts they will undertake to assure to address workforce and employment needs of City residents. CareerSource and the City of Riviera Beach, through its Library Services and Youth Empowerment Program, desire to leverage each other's resources to better serve the City residents, so as to enhance outcomes for job seekers and those seeking to improve their employability.

Fiscal Years	2021	2022	2023	2024
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
081621_Librarys_Cover_Memo_-_CareerSource_MOU.docx	Memo Library's - CareerSource	8/26/2021	Cover Memo
081621_Resolution_Authorizing_CareerSource_MOU.docx	Resolutions - CareerSource MOU	8/26/2021	Resolution
081621_MOU_-_CareerSource_and_Library.docx.pdf	MOU - CareerSource and Library	8/18/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Library	Freeman, Rodney	Approved	8/18/2021 - 1:01 PM
Purchasing	Williams, Glendora	Approved	8/18/2021 - 1:47 PM
Finance	sherman, randy	Approved	8/25/2021 - 9:27 AM

Attorney	Wynn, Dawn	Rejected	8/25/2021 - 6:03 PM
Library	Thomas, Gloria	Approved	8/26/2021 - 11:48 AM
Purchasing	Admin, Riviera	Approved	8/26/2021 - 12:00 PM
Finance	sherman, randy	Approved	8/26/2021 - 5:26 PM
Attorney	Wynn, Dawn	Approved	8/26/2021 - 5:37 PM
City Clerk	Robinson, Claudene	Approved	8/26/2021 - 5:38 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:49 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: ELIZABETH MCBRIDE, DEPUTY CITY MANAGER

SUBJECT: **REQUEST FOR APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CAREER SOURCE PALM BEACH COUNTY, INC. TO PROVIDE ONSITE CAREER SERVICES AT THE RIVIERA BEACH PUBLIC LIBRARY TO CITY RESIDENTS AND OTHERS SEEKING EMPLOYMENT AND TO THE YOUTH EMPOWERMENT PROGRAM CAREER TRAINING PROJECT**

DATE: **SEPTEMBER 1, 2021**

CC: GENERAL PUBLIC

Background:

CareerSource Palm Beach County, Inc. (CareerSource) has an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities, those who are homeless, veterans, ex-offenders and out-of-school youth, as mandated by the Federal Workforce Innovation and Opportunity Act (WIOA).

The City's goal to achieve a sustainable economy has as an objective to create and develop workforce and career liaison through cooperative partnerships for training, apprenticeships, internships with business, community and regional partners to create opportunities and outcomes for City residents' skills upgrade, credentialing and ultimately job placement.

CareerSource and the City, through its Library Services and Youth Empowerment Program, desire to leverage each other's resources to better serve the City residents too, so as to enhance outcomes for job seekers and those seeking to improve their employability. CareerSource and the City desire to describe



their strategic alignment of service integration, cooperative employment, workforce training and economic development efforts they will undertake to assure to address workforce and employment needs of City residents.

Citywide Goal:

The Citywide Goal is to create community engagement and empowerment.

Budget/Fiscal Impact:

The acceptance of this resolution will have no fiscal impact on the Library's or Youth Empowerment Program's current budget.

Recommendation:

Staff recommends approving a Memorandum of Understanding between the City and CareerSource Palm Beach County, Inc., to provide onsite career services at the Riviera Beach Public Library and Youth Empowerment Program facility for those seeking employment; providing for an effective date, and other purposes.

Attachments:

- 1) Cover Memo
- 2) Resolution Requesting Approval of the MOU
- 3) Copy of MOU between the City and CareerSource for Library/YEP Services



RESOLUTION NUMBER 91-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CAREERSOURCE PALM BEACH COUNTY, INC., TO PROVIDE ON-SITE CAREER SERVICES AT THE RIVIERA BEACH PUBLIC LIBRARY TO CITY RESIDENTS AND OTHERS SEEKING EMPLOYMENT; PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

WHEREAS, CareerSource Palm Beach County, Inc., (CareerSource) is chartered by the State of Florida to help job seekers find new jobs through assessments, training and employment assistance; and

WHEREAS, the City and CareerSource desire to continue to benefit from each other's expertise to provide the community and residents with improved access to needed services free of charge; and

WHEREAS, the City and CareerSource will formalize this new partnership through a Memorandum of Understanding (MOU) which sets forth their respective obligations and responsibilities.

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

SECTION 1: The City Council hereby finds that allowing execution of a MOU between the City and CareerSource is in the best interests of the citizens and residents of the City.

SECTION 2: The City Council hereby approves the execution of a MOU between the City and CareerSource in the form and substance, which is attached.

SECTION 3: Upon execution of two (2) originals of this MOU, the City Clerk shall forward one (1) of the originals to the Deputy City Manager, for further handling. The City Clerk shall maintain one (1) fully executed original as a public record for the City.

RESOLUTION 91-21
PAGE 2

SECTION 4: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2021.

(The remainder of this page is intentionally left blank.)

RESOLUTION 91-21
PAGE 3

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY M. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA BOTEL, Ed.D.
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN WYNN, CITY ATTORNEY

DATE: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF RIVIERA BEACH AND CAREERSOURCE PALM BEACH COUNTY, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this ____ day of _____, 2021, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (“City”), and CareerSource Palm Beach County, Inc. (CareerSource), a Florida not-for-profit corporation, located at 3400 Belvedere Road, West Palm Beach, Florida 33406.

RECITALS

WHEREAS, CareerSource has an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including those with disabilities, those who are homeless, veterans, ex-offenders and out-of-school youth as mandated by the Federal Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the City’s goal to achieve a sustainable economy has as an objective to create and develop workforce and career liaison through cooperative partnerships for training, apprenticeships, internships with business, community and regional partners to create opportunities and outcomes for City residents’ skills upgrade, credentialing and ultimately job placement; and

WHEREAS, CareerSource and the City, through its Library Services, desire to leverage each other’s resources to better serve the City residents to so as to enhance outcomes for job seekers and those seeking to improve their employability; and

WHEREAS, CareerSource and the City desire to describe their strategic alignment of service integration, cooperative employment, workforce training and economic development efforts they will undertake to address workforce and employment needs of City residents.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, the City and CareerSource hereby agree as follow:

1. CareerSource’s Responsibilities and Obligations.

A. CareerSource will as available and as determined by CareerSource, in its sole discretion:

1. Coordinate with the City, through its Library Services, to provide access to the full menu of workforce services and programs through the One-Stop delivery system in accordance with published policies and procedures, including but not limited to: registration in Employ Florida; resume assistance; job referrals; career counseling; assistance with job searches, referrals and job placements; workshops on resume writing, on-line job search training, interviewing skills; development of employment plans; short-term and pre-vocational services or referrals.

2. Coordinate with the City to ensure the needs of job seekers and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to workforce services, including access to technology and materials that are available through the One-Stop delivery system such as TTY/TTD, assistive and adaptive technology.
 - i. To achieve subparagraphs 1 and 2 above, CareerSource shall maintain and operate a satellite center at the Riviera Beach Public Library, 2129 N. Congress Avenue, on Mondays (excluding recognized holidays and emergency situations) commencing on Monday, August 23, 2021, the hours of 9:00 AM to 5:00 PM.
3. Periodically, offer employability skills workshop at the Library.
4. Adhere to all confidentiality requirements and not disclose protected information violating areas referenced in Chapter 119, Florida Statutes, as well as federal law and regulations such as HIPPA, and any other state confidentiality laws.

2. City's Responsibilities and Obligations.

- A. The City, through its Library Services, will
 1. Coordinate with CareerSource to provide the necessary space and logistical support for CareerSource to staff a satellite center on Mondays, excluding recognized holidays and emergencies, from 9:00 AM to 5:00 PM, commencing August 23, 2021, for the provision of job seeking, career and training services as provided herein.
 2. Provide library card applications and card registration links to CareerSource for sharing with clients.
 3. Share with library patrons promotional materials received from CareerSource regarding its services, benefits and programs.
 4. Pilot a job fair to provide CareerSource and/or its clients a new venue in which to interview potential candidates. This would be a collaborative program, with Library Services providing space at the event to share library resources and information regarding City programs.

3. Effective Date; Term.

This MOU shall be effective on the date made above and shall expire two (2) calendar years after such date. This MOU may be renewed and extended for additional periods by agreement of the parties. Either party upon twenty-four (24) hours written notice to the other party may terminate this agreement for convenience.

4. Amendments.

This MOU is not subject to modification or amendment except by a writing of the same formality as this MOU and executed by the signatories hereto, both the City and CareerSource.

5. Applicable Law and Venue.

This MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

6. Indemnification/Hold Harmless.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless CareerSource against any actions, claims or damages arising out of the City's negligence in connection with this MOU, and CareerSource shall indemnify, defend and hold harmless the City against any actions, claims, or damages arising out CareerSource's negligence in connection with this MOU. The foregoing indemnification shall not constitute a waiver of sovereign beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

7. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this MOU is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this MOU and the same shall remain in full force and effect.

8. Insurance.

CareerSource shall maintain, throughout the performance of this MOU, a policy or policies of Worker's Compensation insurance with such limits as may be required by law; a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of CareerSource or any of its officers, directors, employees or agents. Such general liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and shall name City as an additional insured. Upon execution of this MOU by CareerSource, CareerSource shall provide City with certificates of insurance evidencing the insurance required by this section and shall deliver to City renewal policies and certificates not less than thirty (30) days prior to the expiration of any insurance required. CareerSource shall give City thirty (30) days prior written notice in the event any of the coverages required hereunder are changed or canceled. Such notice shall be addressed to: Risk Manager, City of Riviera Beach, 1481 W. 15th Street, Riviera Beach, FL 33404.

9. Assignment.

Neither party may assign or transfer any interest in this MOU without the prior written consent of the other party.

10. Third Party Beneficiary.

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party to this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU.

11. Entire MOU.

This MOU constitutes the entire MOU between the parties and supersedes all prior oral or written MOUs. No waiver, modifications, additions or addendum to this MOU shall be valid unless in writing and signed by both CareerSource and the City.

12. Dispute Resolution.

If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the City Manager of the City. A joint decision will be reached in 60 days of receipt.

13. Audits; Inspector General.

Upon prior request of the City to comply with audit requirements, CareerSource shall make available to the City all financial and other records related to this MOU and the City shall have the right to audit such records at any reasonable time.

The Inspector General of Palm Beach County (Inspector General) has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance, thereof, may demand and obtain records and testimony from CareerSource. CareerSource agrees and understands that the Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, facilities or other assets owned, borrowed or used by CareerSource with regards to the MOU, for the purposes of conducting an investigation or audit relating to the MOU.

14. Public Records.

Each party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served

upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Pursuant to Section 119.0701, Florida Statutes, CareerSource shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order 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.
- (d) Upon completion of this MOU, transfer, at no cost, to the City all public records in possession of the CareerSource or keep and maintain public records required by the City to perform the service. If CareerSource transfers all public records to the City upon completion of the MOU, CareerSource shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CareerSource keeps and maintains public records upon completion of the MOU, CareerSource 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 CAREERSOURCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 845-4070, crobinson@rivierabeach.org; 600 West Blue Heron Blvd; Riviera Beach, FL 33404.

15. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE CITY AND CAREERSOURCE WAIVE KNOWINGLY AND VOLUNTARILY FOR ITSELF AND ALL PERSONS CLAIMING BY OR THROUGH THEM ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS HEREAFTER INSTITUTED BY ONE OF THE PARTY'S AGAINST THE OTHER PARTY IN RESPECT TO THIS MOU.

16. Notices.

Any notice permitted or required under this MOU shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or by certified mail to the following persons and at the following addresses:

If to CareerSource: Julia Dattolo, President/CEO
CareerSource Palm Beach County, Inc.
3400 Belvedere Road
West Palm Beach, FL. 33406

If to the City: Jonathan Evans, City Manager
City of Riviera Beach
1481 W. 15th Street, Suite 238
Riviera Beach, Florida 33404

With a copy to: Dawn Wynn, Esq.
City Attorney
City of Riviera Beach
1481 W.15th Street
Riviera Beach, Florida 33404

17. Counterparts.

This MOU may be executed in two or more counterparts each of which when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be the same instrument.

18. Authority.

Each person signing this MOU on behalf of either party individually warrants that s/he has full legal power to execute this MOU on behalf of the party for whom s/he is signing and to bind and obligate such party with respect to all provisions contained in the MOU.

(Signatures are on the next page.)

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the day and year first above written.

**City of Riviera Beach, Florida,
a Florida municipal corporation**

By: _____
Ronnie L. Felder, Mayor

By: _____
Shirley Lanier, Chairperson
City Council

ATTEST:

Approved as to Form and Legal Sufficiency

By: _____
Claudene L. Anthony, CMC
City Clerk

By: _____
Dawn S. Wynn, City Attorney

**CareerSource Palm Beach County, Inc.,
a Florida not-for-profit corporation**

ATTEST:

BY: _____
Julia Dattolo
President/CEO

Witness:

Print Name: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: REGULAR RESOLUTION

Subject: Approval of the Riviera Beach Public Library's FY2021-2026 Long-Range Strategic Plan.

Recommendation/Motion: Staff is recommending a motion to approve the Library's FY2021-2026 Long-Range Strategic Plan.

Originating Dept	Library	Costs	- 0 -
User Dept.	Library	Funding Source	
Advertised	No	Budget Account Number	Contract Services Acct - 10171101-534000
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The city of Riviera Beach is required to approve submission of the Library's FY2021-2026 Long-Range Strategic Plan in order to meet the Florida Department of State, Division of Library and Information Services requirements when applying for State Aid to Libraries grant funding. The Library has developed the attached 5-year Strategic Plan, which describes how the Library will move into the future.

Fiscal Years	2022	2023	2024	2025	2026
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	March 26, 2021
Contract End Date	August 6, 2021
Renewal Start Date	N/A
Renewal End Date	N/A
Number of 12 month terms this renewal	-0-
Dollar Amount	\$4,000
Contractor Company Name	Waterfall Enterprise, LLC
Contractor Contact	Ms. Stephanie Rolle
Contractor Address	1610 Chapel Ridge Court Hanover, MD 21076
Contractor Phone Number	(561) 215-6775
Contractor Email	waterfallllc@yahoo.com
Type of Contract	Professional services
Describe	

ATTACHMENTS:

File Name	Description	Upload Date	Type
081821_Cover_Memo_for_New_5-Year_Strategic_Plan.docx	Memo - Library's Strategic Plan	8/26/2021	Cover Memo
080321_Library_Resolution_for_FY2021-2026_Strategic_Plan.docx	Resolution - Library's Strategic Plan	8/26/2021	Resolution
081121_Stephanie_Rolle_-_Cover_Memo_and_Agreement.pdf	Stephanie Rolle - Consultant's Cover Memo & Agreement	8/11/2021	Backup Material
081121_Stephanie_Rolle_-_Scope_of_Work.pdf	Stephanie Rolle - Consultant's Scope of Work	8/11/2021	Backup Material
081221_Librarys_FY2021-2026_Long-Range_Strategic_Plan.pdf	Library's FY2021-2026 Long-Range Strategic Plan	8/12/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Library	Thomas, Gloria	Approved	8/12/2021 - 6:14 PM
Purchasing	Williams, Glendora	Rejected	8/18/2021 - 11:17 AM
Library	Freeman, Rodney	Approved	8/18/2021 - 1:01 PM
Purchasing	Williams, Glendora	Approved	8/18/2021 - 1:44 PM
Finance	sherman, randy	Approved	8/25/2021 - 9:26 AM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 6:01 PM

City Clerk
City Manager

Robinson, Claudene
Jacobs, Deirdre

Approved
Approved

8/25/2021 - 7:00 PM
8/26/2021 - 7:49 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: RODNEY FREEMAN, LIBRARY DIRECTOR

SUBJECT: **REQUESTING AUTHORIZATION TO APPROVE RIVIERA BEACH PUBLIC LIBRARY'S FY2021–2016 LONG-RANGE STRATEGIC PLAN**

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC

Background:

The Riviera Beach Public Library has submitted an annual State Aid to Libraries Grant application to the Florida Department of State, Division of Library and Information Services since 2009. To fulfil one of the State Aid Grant application requirements, the Library is required to submit an approved Long-Range Strategic Plan covering a period of 3-to-5 years.

The Library's Long-Range Strategic Plan (plan) must be adopted or approved by the Library's governing body and must include the upcoming fiscal year. The Library's plan for FY2017-2020 expired on September 30, 2020; therefore, the Library requested Council's approval for a 1-year extension to allow time to publish an updated plan. On November 18, 2020 City Council authorized the approval of the Library's request for a 1-year extension of the Library's 3-year plan for FY2017-2020.

The Library commissioned Consultant Stephanie Rolle of Waterfall Enterprise, LLC to create its new 5-year plan for FY2021-2026. Ms. Rolle presented the final plan to the Library Advisory Board on Monday—July 26, 2021, which met with their approval. The Library's FY2021-2026 plan is complete and will be presented by Ms. Stephanie Rolle for City Council's approval.

Citywide Goal:

The Citywide Goal is to accelerate operational excellence.



Budget/Fiscal Impact:

The cost for publishing a new plan is a budgeted expenditure, which impacts the Library's budget, payable via the Library's Contract Services Account–General Funds (refer to the City's FY2020-21 Annual Budget, pg. 317).

Recommendation:

The Riviera Beach Public Library is recommending a motion authorizing the approval of the Library's FY2021-2026 Long-Range Strategic Plan.

Attachments:

- 1) Cover Memo, re: Requesting Approval of Library's 5-Year Strategic Plan
- 2) Resolution Requesting Approval of Library's 5-Year Strategic Plan
- 3) Consultant Stephanie Rolle's Cover Memo & Agreement
- 4) Consultant Stephanie Rolle's Scope of Work
- 5) Library's FY2021-2016 Long-Range Strategic Plan

/gjt



RESOLUTION NUMBER 92-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FY 2021-2026 LONG-RANGE STRATEGIC PLAN FOR THE RIVIERA BEACH PUBLIC LIBRARY, FULFILLING A REQUIREMENT FOR SUBMITTAL OF THE ANNUAL STATE AID TO LIBRARIES GRANT FUNDS APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Public Library has submitted an annual State Aid to Libraries Grant Fund application to the Florida Department of State, Division of Library and Information Services each year since 2009; and

WHEREAS, to meet the application of State Aid to Libraries Grant Funding requirements, the City of Riviera Beach is required to approve submission of a 3-to-5 years Long-Range Strategic Plan (plan); and

WHEREAS, the Library's 3-year plan for FY 2017-2020 expired on September 30, 2020 and the Library requested Council's approval for a 1-year extension; and

WHEREAS, on November 18, 2020 the City Council authorized the approval of the Library's request for a 1-year extension of the Library's FY 2017-2020 plan, to allow time to publish an updated plan; and

WHEREAS, the Library commissioned Consultant Stephanie Rolle of Waterfall Enterprise, LLC to create its new 5-year Long-Range Strategic Plan for FY 2021-2026; and

WHEREAS, the Library's 5-year Long-Range Strategic Plan was completed and will be presented by Consultant Stephanie Rolle for City Council's approval.

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

SECTION 1. City Council hereby authorize the approval of the Riviera Beach Public Library's FY 2021–2026 Long-Range Strategic Plan.

SECTION 2. The Riviera Beach Public Library will optimize its resources and utilize strategic approaches to achieve greater effectiveness, efficiency and responses to support the activities of the Riviera Beach Public Library's FY 2021–2026 Long-Range Strategic Plan.

RESOLUTION NUMBER 92-21
PAGE 2

SECTION 3. The Riviera Beach Public Library will promote services and initiatives to meet an overall exemplary level, as adopted by the Florida Public Library Outcomes and Standards, 2015.

SECTION 4. This resolution shall take effect upon its passage and approval by the City Council.

Passed and approved this _____ day of _____, 2021.

(The remainder of this page is intentionally left blank.)

RESOLUTION NUMBER 92-21
PAGE 3

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: _____



April 16, 2021

Mr. Rodney Freeman
Director
City of Riviera Beach Public Library
600 Blue Heron Blvd.
Riviera Beach, Florida 33404

Dear Mr. Freeman:

Per your request, please find the revised documents with new dates (highlighted). Thank you for the opportunity to serve the City of Riviera Beach Public Library as your Consultant of choice for the design of your next Strategic Plan.

- ☛ Revised Scope of Work and
- ☛ Revised Service Agreement

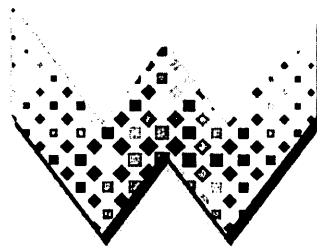
Note the revised timelines remain "proposed" and are open to negotiation as necessary. Let me know if there are any questions.

Warm regards,

Stephanie D. Rolle

Stephanie D. Rolle
Managing Director
waterfallllc@yahoo.com
www.waterfallent.net
561-215-6775

C: Gloria Thomas



WATERFALL
ENTERPRISES, LLC

SERVICE AGREEMENT

This agreement for services outlined below is established between The City of Riviera Beach Public Library (hereafter referred to as Client) and Waterfall Enterprises, LLC dba Waterfall Consulting Group/Stephanie D. Rolle, Managing Partner (hereafter referred to as Consultant) on this day, Friday, March 26, 2021. This agreement will be in force until Friday, August 20, 2021. The services to be provided include:

Work Plan / Deliverables:

1. Facilitation of Strategy Process, Content and Design of a Strategic Plan per the approved Scope of Work (Addendum A).
2. The deliverable will be the final Strategic Plan in PDF format on or before the above end-date of this agreement.
3. Provide professional consultation services as identified/needed/requested.

Access / Performance:

The Client agrees to provide timely access to members of the Library stakeholders (i.e. Staff, Board Members, End-Users, etc.) and all requested information in order to produce above referenced deliverables. The Consultant will be held harmless for deliverable not met due to natural disasters, events out of our control and other acts of God that may prohibit completion of agreement within the desired timeframe.

Review Process:

The Consultant recommends bi-weekly update meetings with the Director (at minimum) to discuss relevant issues, concerns and make recommendations regarding progress of the work.

Cost / Payment:

Client will make payments in five installments of \$800.00 each, payable on the 15th of each month for the first four months, commencing April 15th. The final payment will be August 15th, for a total of \$4000.00. The Client will provide directive for date of invoice submission in order to meet payment due dates.

This agreement may be terminated with a thirty-day notice by either party.

Stephanie D. Rolle

April 16, 2021

Stephanie D. Rolle, MD
Waterfall Consulting Group

Date



Addendum A

CITY OF RIVIERA BEACH PUBLIC LIBRARY

STRATEGIC PLAN PROCESS – SCOPE OF WORK

REVISED

Task	Brief Description	Time Frame	Comments
Obtain approval of Scope of Work and signed Service Agreement	Meet with Dir. Freeman to review Scope of Work, gain revisions and approval to begin work,	Week of April 5th	Decide logistics and communication management.
Engage individual stakeholders (Staff, Advisory Board, End-Users, etc.) in dialog regarding the direction for the future of the Library and its services.	An exercise to include interviews with each stakeholder, individually, to hear the personal vision of each (<i>priorities that matter to them</i>) and build relationship, trust.	Week of April 12th	Prior to start of work, communication is sent to stakeholders, informing them of the process engagement and introducing Consultant.
<i>Progress Review Meeting</i>	<i>Meet with Director (and additional designee) to review progress and receive input.</i>	<i>Scheduled as mutually available before next phase.</i>	
Host virtual strategy session with board to execute stages of planning process (to include review of relevance of current	Consultant will facilitate the discussion for achievement of quality input to the elements listed.	Week of May 10th	Discuss (with staff) the nature of logistics and time needed to plan and complete this well. In particular, the Blue Sky Thinking

Revised April 16, 2021

Mission, Vision, Values, SWOT Analysis, Blue Sky Thinking process, Establishment of Goals and Objectives)			exercise is included to capture potentially new and creative ways to service end users in unprecedented times. May need a full day or multiple days to complete, ensuring comprehensive input and excellence.
<i>Progress Review Meeting</i>	<i>Meet with Director (and additional designee) to review progress and receive input.</i>	<i>Scheduled as mutually available before next phase.</i>	
Host virtual strategy session with staff to insert Timelines and Accountabilities to the Planning work of the Board	Consultant will facilitate the discussion that inserts the placement of timelines and accountabilities in the draft plan.	Week of May 24th	Having staff input the Timelines and Accountabilities is an exercise we believe to be most useful for staff to execute VS volunteers or end users. Herein lies the core elements of performance measures and are best established by staff, with the oversight of the Director.
<i>Progress Review Meeting</i>	<i>Meet with Director (and additional designee) to review progress and receive input.</i>	<i>Scheduled as mutually available before next phase.</i>	
Complete the Writing and Design elements of the Plan	Consultant to complete.	Week of May 31st	
<i>Progress Review Meeting</i>	<i>Meet with Director (and additional designee) to review progress and receive input.</i>	<i>Scheduled as mutually available before next phase.</i>	
Host virtual strategy session to gain Board approval of final plan.	Consultant will present final plan and answer any questions.	Week of June 21st	Staff will facilitate process of gaining Board approval.
Meet with Staff to deliver final Strategic Plan to staff.	Consultant completes design elements of the plan and presents for staff final design approval.	Week of July 5th	Please advise Consultant if availability is needed for further consideration (i.e. Council Meeting Presentation and/or Observation, etc.)

Your path to an exciting connection to the world...



LONG RANGE PLAN 2021~2026

OVERVIEW



The City of Riviera Beach provides library services based in a new temporary location. Patrons are provided with access to needed services which include computer use, copy services, books, videos, audio and electronic services to include two new data sources that provide relevant resource materials to the community.

The Long-Range plan was developed with input from the Library's stakeholders to include the Advisory Board, Patrons and Library Staff. Waterfall Consulting Group, a division of Waterfall Enterprises LLC, conducted virtual meetings and telephone interviews with each of these stakeholder groups to obtain information and input to the planning process. In each instance, participants contributed to the SWOT analysis representing Strengths, Weaknesses, Opportunities and Threats. This analysis also included the support and development of a new Mission and Vision statement which more succinctly represents the way forward. New research updated relevant statistics as it relates to the profile of the city's residents and businesses. The following new Long-Range Plan represents the committed work of these groups.

The Library is a current recipient of the continuing State Aide to Libraries grant funding and the filing deadline for FY 2021-2022 is October 1, 2021. This document meets the state's requirement for an updated Long-Range plan in light of the former plan's pending expiration.

THE NORTH STAR

MISSION

TO STRENGTHEN COMMUNITIES WITH ADVANCED
KNOWLEDGE, LIFE~LONG LEARNING AND ENHANCED
PERSONAL GROWTH

VISION

A STRONG, VIBRANT, WELL~INFORMED COMMUNITY

CITY OVERVIEW

THE CENSUS DATA

This Long-Range Plan includes relevant statistics that drove the thought process for its design. The City of Riviera Beach Public Library services are based on the demographics it serves. The operation becomes more efficient when creating programming that stimulates and enhances the lives of its patrons, based on data-driven decision making. Therefore, the most up-to-date census data available is included as follows:



PEOPLE	
Population estimates, July 1, 2019	35,463
Population estimates base, April 1, 2010	32,463
Population, percentage change – April 1, 2021 (estimates base to July 1, 2019)	9.0%
AGE AND SEX	
Persons under 5 years, percent	7.2%
Persons under 18 years, percent	24.3%
Persons 65 years and over, percent	16.0%
Female persons, percent	51.5%
RACE AND HISPANIC ORIGIN	
White alone, percent	25.0%
Black or African American alone, percent	69.4%
American Indian and Alaska Native alone, percent	0.0%
Asian alone, percent	2.2%
Two or More Races, percent	2.0%
Hispanic or Latino, percent	5.1%
White alone, not Hispanic or Latino, percent	20.8%

POPULATION CHARACTERISTICS	
Veterans, 2015-2019	1,561
Foreign born persons, percent, 2015-2019	17.8%
HOUSING	
Owner-occupied housing unit rate, 2015-2019	53.1%
Median value of owner-occupied housing units, 2015-2019	\$189,500
Median selected monthly owner costs-with a mortgage, 2015-2019	\$1,439
Median selected monthly owner costs-without a mortgage, 2015-2019	\$534
Median gross rent, 2015-2019	\$1,177
COMPUTER AND INTERNET USE	
Households with a computer, percent, 2015-2019	86.4%
Households with a broadband internet subscription, percent, 2015-2019	76.7%
EDUCATION	
High school graduate or higher, percent of persons age 25 years+, 2015-2019	87.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2020	24.5%
INCOME & POVERTY	
Median household income (in 2019 dollars), 2015-2019	\$47,193
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$25,657
Persons in poverty, percent	21.9%
BUSINESSES	
All firms, 2012	3900
Men-owned firms, 2012	1741
Women-owned firms, 2012	1887
Minority-owned firms, 2012	2286
Non-minority-owned firms, 2012	1430
Veteran-owned firms, 2012	352
Nonveteran-owned firms, 2012	3371
GEOGRAPHY	
Population per square mile, 2010	3810.0
Land area in square miles, 2010	8.53

Source: U.S. Census Bureau

CITY SCHOOL DATA

The City's Library is an information and knowledge-based service, therefore educational data proves to be relevant in planning, implementing and delivering Library programming and services. Analysis of population segmentation will prove useful and relevant when targeting specific programming needs.

<div>Riviera Beach, FL School Enrollment by Aggregate Categories</div>						
Place	Kindergarten	Grade 1 to 4	Grade 5 to 8	Grade 9 to 12	College, undergraduate	Graduate or prof school
Riviera Beach	5.2%	20.3%	22.4%	25.5%	21%	5.5%
Lake Park	15.9%	19.6%	11.3%	26.4%	24.6%	2.3%
Mangonia Park	7.4%	30.2%	25.4%	21.7%	13.9%	1.5%



Riviera Beach, FL School Enrollment by Aggregate Categories



Palm Beach Shores	4.9%	31.7%	10.6%	22.8%	27.6%	2.4%
North Palm Beach	4.3%	19%	21%	18.9%	33.3%	3.5%
West Palm Beach	4.5%	17.6%	19.3%	20.6%	30.7%	7.3%
Juno Ridge CDP	6.2%	24.9%	16.6%	21.2%	31.1%	0%
United States	5.3%	21.2%	21.8%	22.3%	23.8%	5.6%
Florida	5.1%	20.6%	21.4%	22.2%	25%	5.7%

Figure 15: Riviera Beach, FL Overall Public vs. Private School Enrollment



Place	Public School Enrollment	Private School Enrollment
Riviera Beach	86%	14%
Lake Park	84%	16%
Mangonia Park	90%	10%

Figure 16: Riviera Beach, FL Public vs. Private K-8 School Enrollment



Place	Public K-8 Enrollment	Private K-8 Enrollment
Riviera Beach	94%	6%
Lake Park	84%	16%
Mangonia Park	99%	1%

Figure 15: Riviera Beach, FL Overall Public vs. Private School Enrollment

Palm Beach Shores	64%	37%
North Palm Beach	76%	24%
West Palm Beach	79%	21%
Juno Ridge CDP	86%	14%
United States	84%	16%
Florida	82%	18%

Source: Town Charts

Figure 16: Riviera Beach, FL Public vs. Private K-8 School Enrollment

Palm Beach Shores	59%	41%
North Palm Beach	72%	28%
West Palm Beach	89%	11%
Juno Ridge CDP	78%	22%
United States	89%	11%
Florida	87%	13%



THE SWOT ANALYSIS

STRENGTHS

- NEW LOCATION / FRESH START
- ABILITY TO LEAD, LEVERAGE AND DRIVE EXECUTION
- EXPANSION OF STAFF
- A COMMITTED, ENGAGED ADVISORY BOARD

WEAKNESSES

- NEED FOR COMMUNITY ASSESSMENT
- LACK OF RELEVANT EVENTS
- PARTNERSHIPS WITH SCHOOLS (including TRADE SCHOOL)
- OUTDATED RESOURCES / OLDER RELEASED BOOKS, ETC.
- INADEQUATE DATA BASES
- NEW LOCATION (*space limitations, etc.*)

THE SWOT ANALYSIS

OPPORTUNITIES

- INCREASE MARKETING / DEDICATED PUBLIC RELATIONS PROFESSIONAL
- DEVELOP TECHNOLOGY-BASED, AUTOMATED EXPERIENCES THAT BRING THE WORLD TO THE COMMUNITY
- CREATE MORE VOLUNTEER OPPORTUNITIES
- PROGRAMMING IS KEY TO RELEVANCE AND SUPPORT OF TAXPAYER DOLLARS
- MORE SATELLITE LOCATIONS
- NEW LEADERSHIP

THREATS

- NOT USING TECHNOLOGY-BASED COMMUNICATION
- NO DEDICATED WEBSITE
- BECOMING IRRELEVANT
- LACK OF ATTRACTIVE PROGRAMMING

PLAN TRENDS

The SWOT analysis informed emerging trends. These trends represent ideas that surfaced regularly in the interviews and discussions with stakeholders supporting the plan process. The more they emerged, the more it confirmed itself as a big idea that required attention by the collective. The plan trends are:

Enhanced Technology

(upgrade, automated self-services, usage, engagement via social media platforms, etc.)

Creative Programming

(technology-based information sources, programming for all ages, remote service provision, innovative facility usage and creative partnerships)

A permanent new home

(safe, updated and inspired programming and services that capture new and returning patrons)

GOALS AND OBJECTIVES

From the plan trends, thoughtful development of goals, with complimenting objectives have been achieved. The goals developed by the stakeholders are SMART (Specific, Measurable, Attainable, Realistic and Timely). Six goals were reviewed, agreed upon and confirmed in two separate public/virtual forums. They are:

- **SECURE A NEW PERMANENT FACILITY**
- **COMMUNITY ENGAGEMENT MARKET RESEARCH**
- **DESIGN AND IMPLEMENT DYNAMIC COMMUNITY PROGRAMMING**
- **IMPLEMENT AN EFFECTIVE COMMUNICATIONS STRATEGY**
- **INVEST IN ENHANCED TECHNOLOGY**
- **CREATE STRONG COLLABORATIVE PARTNERSHIPS**

TIMELINE & ACCOUNTABILITY

This Long-Range plan will impact the current delivery systems and seek to upgrade and position innovation at the core of services offered within the next five (5) years. Technological advances and the revelations harvested from learning how to operate in an unprecedented pandemic will fuel new ways of thinking about how to meet the needs and wants of the Library's patrons.

GOAL	OBJECTIVE(S)	TIMELINE	ACCOUNTABILITY
#1 A NEW PERMANENT FACILITY	Design Implementation Plan, Budget and Schedule	2022~2024	Library Director / Advisory Board / City Council
	a) <i>Create a team of stakeholders to drive and deliver the new permanent facility</i>		
	b) <i>Revisit The Library Foundation Board and its work</i>		
	c) <i>Patron engagement</i>		
#2 COMMUNITY ENGAGEMENT MARKET RESEARCH	Design & implement a market research strategy that includes input from all library and community stake holders	2022	Library Director / Advisory Board / City Council
	a) <i>Engage market research firm to deliver and execute</i>		

#3 DESIGN AND IMPLEMENT DYNAMIC COMMUNITY PROGRAMMING	Create engaging, stimulating programming that achieves the mission and vision of the library for all ages	2021 ~ Ongoing	Library Staff/Advisory Board
	a) <i>Programming designed to include services/offerings based upon relevant data to include Trade Training, Technology based programs, Historical and Interactive offerings</i>	Ongoing	
#4 IMPLEMENT AN EFFECTIVE COMMUNICATIONS STRATEGY	Design and implement a communications strategy that expands community awareness and includes traditional and technology-based information distribution systems	2021 ~ Ongoing	Library Director/Advisory Board
	a) <i>Engage a Public Relations professional to implement an effective communications strategy</i>	2022 ~ Ongoing	
#5 INVEST IN ENHANCED TECHNOLOGY	Build a technology system that enhances the patron experience and supports the operations and programming of the library efficiently and effectively	2022	Library Director and designated Staff
	a) <i>Acquire a new ILS System</i>	2022	
	b) <i>Expand equipment to include laptops, up-to-</i>	2022 ~ Ongoing	

	<i>date software features; Augment reality software</i>		
	<i>c) Engage new IT staff/consultant</i>	2022 ~ Ongoing	
#6 CREATE STRONG COLLABORATIVE PARTNERSHIPS	Create and maintain strong, collaborative partnerships with mutual benefit.	2022 ~ Ongoing	Library Director and designated Staff



LIBRARY GOALS ALIGN WITH CITY STRATEGY

CITY STRATEGY

Prosperous, Resilient and
Sustainable Economy



Great Neighborhoods



Operational Excellence



Government Stewardship and
Accountability



Community Engagement and
Empowerment

LIBRARY GOAL

Design and implementation for new
permanent facility



Design market research strategy that
includes input from all library and
community stakeholders



Invest in enhanced technology



Implement an effective
communications strategy



Create and maintain strong,
collaborative partnerships with mutual
benefit

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 9/1/2021

Agenda Category: BOARD APPOINTMENT

Subject: Reappointment of one (1) Library Advisory Board Member.

Recommendation/Motion: The Library is recommending a motion to approve the reappointment of Mrs. Marybeth Coffey as a regular member of the Library Advisory Board.

Originating Dept Library **Costs** - 0 -

User Dept. Library **Funding Source**

Advertised No **Budget Account Number**

Date

Paper

Affected Parties Not Required

Background/Summary:

The Library Advisory Board (Board) acts as a liaison between the community and its government for the purpose of serving in an advisory capacity and providing recommendations, through the Library Director, to the City Manager and the City Council for overall improvements within the Library.

Board members are required to be registered voters, reside in the City of Riviera Beach, serve a one-year term and attend monthly meetings that are held the second Tuesday of each month.

Board members may be reappointed after their first year of service for as long as they wish to serve, per Council's approval. The Library Advisory Board consists of five (5) regular members and two (2) alternate members. Currently, the Board is comprised of five (5) regular members and one (1) alternate member, with one (1) vacancy for a 2nd alternate member which completes the Board. The Library received an application from regular board member Marybeth Coffey (District 2), requesting to be reappointed as a regular board member. Mrs. Coffey was initially appointed to the Board on August 5, 2020, thereby completing one year of service.

Fiscal Years 2021 2022

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
081721__CC_Memo_Reappt_of_One_Adv_Brd_Member.docx	Cover Memo - One Advisory Board Member	8/26/2021	Cover Memo
081721_MCoffer_Reappt_Letter_of_Interest.pdf	Mrs Coffe's Letter of Interest	8/18/2021	Backup Material
081821_MCoffer_Library_Application_-_Reappt.pdf	Mrs Coffe's Board Reappt Application	8/18/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Library	Freeman, Rodney	Approved	8/18/2021 - 2:39 PM
Purchasing	Williams, Glendora	Approved	8/18/2021 - 4:16 PM
Finance	sherman, randy	Approved	8/25/2021 - 9:28 AM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 6:04 PM

City Clerk
City Manager

Robinson, Claudene
Jacobs, Deirdre

Approved
Approved

8/25/2021 - 6:58 PM
8/26/2021 - 7:52 PM



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

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

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

FROM: RODNEY E. FREEMAN, JR., LIBRARY DIRECTOR

SUBJECT: **REAPPOINTMENT OF A LIBRARY ADVISORY BOARD MEMBER**

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC

Background:

The Library Advisory Board (Board) acts as a liaison between the community and its government for the purpose of serving in an advisory capacity and providing recommendations, through the Library Director, to the City Manager and the City Council for overall improvements within the Library.

Board members are required to be registered voters, reside in the City of Riviera Beach, serve a one-year term and attend monthly meetings that are held the second Tuesday of each month. Board members may be reappointed after their first year of service for as long as they wish to serve, per Council's approval.

The Library Advisory Board consists of five (5) regular members and two (2) alternate members. Currently, the Board is comprised of five (5) regular members and one (1) alternate member, with one (1) vacancy for a 2nd alternate member which completes the Board. The Library received an application from regular board member Marybeth Coffey (District 2), requesting to be reappointed as a regular board member. Mrs. Coffey was initially appointed to the Board on August 5, 2020, thereby completing one year of service.

Citywide Goal:

Strengthen community engagement and empowerment.



Budget/Fiscal Impact:

This request is not a budgeted expenditure; therefore, it has no impact on the Library's budget.

Recommendation(s):

The Library is recommending a motion to approve the reappointment of Mrs. Marybeth Coffey as a regular member of the Library Advisory Board.

Attachments:

- 1) Letter of Interest
- 2) Advisory Board Application
- 3) Resume



Marybeth Coffe
2640 Lake Shore Dr, Unit 909
Riviera Beach FL 33404

Rodney Freeman
Library Director
Riviera Beach Library
Riviera Beach FL 33404

15 August 2021

Dear Rodney

The term of my second one year Library Advisory Board appointment is coming to an end and I wish to be considered for appointment to an additional term.

This year has gone by so quickly and for much of the year, we were either without a full Board Complement or once again sidelined due to COVID. We did find success in moving to the new temporary library facility. There is still much to be done in terms of strengthening library programs, increasing library patronage, and moving forward in the process for a new permanent library. We will also be experiencing a transition to a new Library Director. The current Library Advisory Board stands ready to do those things and I would love to continue to be a part of the progress.

I hope that you will support my request for reappointment to the Library Advisory Board.

Vr,

//s//

Marybeth Coffe



APPLICATION FOR CITY OF RIVIERA BEACH ADVISORY BOARD

Please Note: Pursuant to 119.07 F.S. the information provided in this application is considered to be public record, except as provided by law.

Board Applying For: Library Advisory Board (Reappointment)

Name: Marybeth Coffey Home Address: 2640 Lake Shore Dr #909
City: Riviera Beach State: FL Zip: 33404 Home Phone No: 561 563 2050
Work Phone No: N/A Email Address: marybeth.coffey@gmail.com

Are you currently serving on a City Board or Committee? YES (☒) NO (☐)

If so please indicate name: PAL (2021 - present)
Library Advisory Board Date of Service(s) (2019 - present)
Tax Oversight (Jan 2020 - present) (never met)

Are you available for day time meetings (☒) evening meetings (☒)

What would you hope to accomplish by participating if you are appointed?

I hope to reinvigorate library programs and add
book clubs. I want to see our community have the best
new library possible.

Present Employer: Retired - US Civil Service Position: DoD Financial Advisor

Address: _____ City: _____ State: _____ Zip: _____

Profession: _____ Length: _____

How long have you practiced the above profession? _____

Preferred mailing address: see above

Could your occupation or employment present a conflict of interest on municipal subject matters discussed or decided upon by the Advisory Board? YES (☐) NO (☒) NOT SURE (☐)
Please explain:

Please explain your knowledge, experience, and interest in municipal functions; municipal charter, financing, Florida Constitution, and Florida Statutes pertaining to municipal law; if none, provide your experiences or skills in dealing with business or communication:

Retired US Civil Service Financial Analyst - speech
writing; budget preparation & justifications; written formal
guidance.

EDUCATIONAL BACKGROUND

Degree or Certificate	Institution	Course of Study
<u>BA</u>	<u>Smith College</u>	<u>Economics</u>
<u>MA</u>	<u>St Mary's University</u>	<u>Economics</u>

Are you registered and actively Vote in Palm Beach County? YES (☒) NO (☐)

Are you currently participating in civic or community activities? YES (☒) NO (☐)

If yes, explain: Marina Grande Board of Directors
Friends of Riviera Beach Schools Director
Singer Island Community Garden

I understand the duties, rules and time commitment to the Advisory Board to which I have applied:

Chapman H. Coffey
Signature

17 Aug 2021
Date

How did you learn about the Advisory Board?

City's website (☐) Community group (☐) Newspaper (☐) Other (☒)

If you desire, resume may be attached; Florida Law may require you to file a Financial Disclosure Form, If so, you will be notified upon appointment to City Advisory Board.

Please return application and resume to:

**Office of the City Clerk
600 West Blue Heron Blvd,
Riviera Beach, FL 33404**

FOR USE BY CITY OF RIVIERA BEACH

Appointment by: _____ Date: _____ Expiration Date: _____

Orientation Date: _____ Notified by City Staff: _____