

RESOLUTION NO. 01-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING THAT THE STATE OF FLORIDA FUND THE COST OF QUIET ZONES AT RAILROAD CROSSINGS LOCATED WITHIN THE ALL ABOARD FLORIDA PROJECT IN THE CITY OF RIVIERA BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) supports the efforts of All Aboard Florida to construct a high speed passenger rail system from Miami to Orlando along the FEC tracks; and

WHEREAS, there are 4 railroad crossings (Silver Beach Rd, Blue Heron Blvd, 13th St, and Dr. Martin Luther King Jr. Blvd) along the FEC tracks within the municipal boundaries of the City associated with the All Aboard Florida Project; and

WHEREAS, the All Aboard Florida Project will increase railroad traffic and railroad noise within the City; and

WHEREAS, quiet zones are needed at all affected municipal railroad crossings in order to mitigate the impacts of increased railroad traffic and railroad noise and to protect the health, safety and welfare of the City's residents and visitors; and

WHEREAS, the State of Florida has expressed its commitment to the success of the All Aboard Florida Project; and

WHEREAS, it is estimated that the cost of upgrading the infrastructure at the crossings so that they meet federal quiet zone standards could be in the hundreds of thousands of dollars for each crossing, resulting in a potential total cost of over 2 million dollars to the City; and

WHEREAS, at the December 9, 2013 Metro Planning Organization (MPO) meeting the MPO Board voted to send a formal request to the Governor's office for the programming of Florida Rail Enterprise funds to partially fund the capital costs of quiet zone infrastructure in order to mitigate the regional noise and environmental impacts of the All Aboard Florida project on local communities in Southeast Florida; and

WHEREAS, the City needs the financial assistance of the State of Florida to fund the quiet zone improvements at its municipal railroad crossings within the All Aboard Florida Project.

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 of the City of Riviera Beach hereby formally requests that the State of Florida fund the cost of quiet zones at all municipal railroad crossings within the City of Riviera Beach.

SECTION 2. A copy of this resolution shall be transmitted by the Mayor to Governor Rick Scott, Chief Financial Officer Jeffrey Atwater, and Florida Department of Transportation Secretary Ananth Prasad.

SECTION 3. This Resolution shall become effective upon approval.

PASSED AND APPROVED this 15 day of January, 2014.

APPROVED:

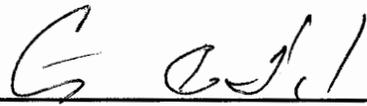


THOMAS A. MASTERS
MAYOR

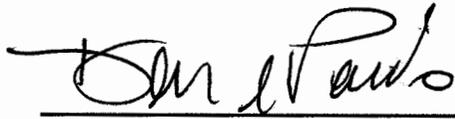


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



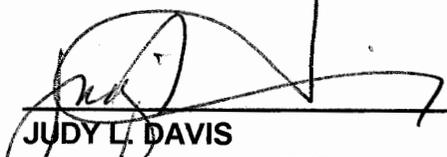
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



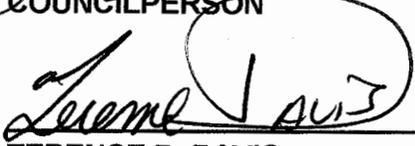
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

B. GUYTON *hardy*

J. DAVIS *Aye*

C. THOMAS *Aye*

D. PARDO *Aye*

T. DAVIS *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY

DATE: 1/15/14

RESOLUTION NO. 02-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REVISING THE FEE SCHEDULE FOR LIEN ASSESSMENT REQUESTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the City Clerk, in conjunction with Code Enforcement and the Utility Billing Division, responded to approximately 2,000 assessment requests last year; and

WHEREAS, there were numerous requests for expedited service and staff has found that there is a need to revise the current method and will begin providing on-line lien search services; and

WHEREAS, automating this service will assist in achieving the objective of expediting municipal services which is concurrent with the city's mission to provide progressive leadership.

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

SECTION 1. The City Council approves the revised fee schedule for Lien Assessment Requests as follows

CURRENT FEE

\$45.00

RECOMMENDED CHANGE

\$120.00

SECTION 2. The Office of the City Clerk is hereby authorized to post the revised expedited service and associated fee on its webpage and notify its current database of customers of the changes.

SECTION 3. This resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED THIS 15 **DAY OF** January, ~~2014~~

APPROVED:

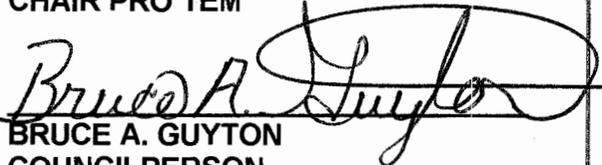

THOMAS A. MASTERS
MAYOR

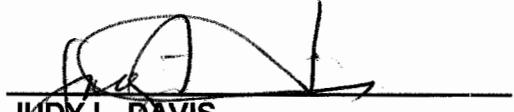

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

B. GUYTON Lardy

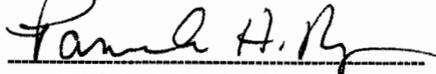
J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 1/15/14

RESOLUTION NO. 03-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY TO ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$188,761 FROM PALM BEACH COUNTY FOR FISCAL YEAR 2014-2015 FOR THE RECONSTRUCTION OF WEST 37TH STREET BETWEEN AVENUE J AND AVENUE K; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE A BUDGET AND APPROPRIATE FUND BALANCE FROM 301-1116-541-2-6355 IN THE PAVING AND DRAINAGE CONSTRUCTION FUND IN THE AMOUNT OF \$205,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council through Resolution No. 160-13 authorized the submission of an application to Palm Beach County for Community Development Block Grant Funds; and

WHEREAS, Palm Beach County has approved said application and has allocated \$188,761 to be utilized for the reconstruction of West 37th Street between Avenue J and Avenue K; and

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

SECTION 1. The City Council hereby approves the acceptance of Community Development Block Grant Funds from Palm Beach County for fiscal year 2014-15 in the amount of \$188,761.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement.

SECTION 3. The Director of Finance and Administrative Services is authorized to appropriate fund balance from account 301-1116-541-2-6355 to set up a budget in the Paving and Drainage Construction Fund in the amount of \$205,000 and setup a budget in the CDBG fund in the amount of \$188,761 for the construction of West 37th Street between Avenue J and Avenue K.

SECTION 4. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 15 day of January, 2014.

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Cedrick A. Thomas
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Dawn S. Pardo
DAWN S. PARDO
CHAIR PRO TEM

Bruce A. Guyton
BRUCE A. GUYTON
COUNCILPERSON

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Terence D. Davis
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

B. GUYTON Aye

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 1/15/14

RESOLUTION NO. 04-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REPEALING THE ORIGINAL SECOND AMENDMENT TO THE OCEAN MALL GROUND LEASE-RETAIL AND APPROVING A NEW SECOND AMENDMENT WHICH INCLUDES A REVISED LEGAL DESCRIPTION AND PROVIDES FOR PAYMENT FROM THE TENANT TO THE CITY IN THE AMOUNT OF \$150,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO DEPOSIT THE \$150,000 IN ACCOUNT NUMBER 001-1236-572-0-4603 FOR EXPENDITURES TO REPLACE OR REPAIR EQUIPMENT NEEDED AT THE MUNICIPAL BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company, as Tenant ("OMRD"); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the "First Amendment") to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA

RESOLUTION NO. 04-14

PAGE 2

to May 31, 2014, and further requiring the Tenant to pay an additional \$250,000; and

WHEREAS, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon "Unavoidable Delay" as defined in Section 35(o) of the Lease; and

WHEREAS, the City Council authorized the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, in August 2013; and

WHEREAS, GSF Florida Retail LLC and TJAC Singer Island, LLC, have requested that the City enter into a Second Amendment to amend Section 25(d) and Section 36 of the Lease to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease, and further requiring Leasehold Mortgagee to pay \$150,000 for an additional extension to complete Phase I by November 30, 2014, with additional amounts of \$41,666.66 per month to be paid for every month thereafter that Phase I is not completed (not to exceed 12 months); and

WHEREAS, the City Council initially authorized execution of the Second Amendment at the November 20, 2013 City Council meeting, conditioned upon the legal description of the leased premises being altered to remove a portion of the premises known as North Ocean Boulevard; and

WHEREAS, the parties have determined that it is in everyone's best interest to repeal the approval of the original Second Amendment, and enter into a new Second Amendment which includes a revised legal description.

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

SECTION 1. That resolution number 157-13 and the Second Amendment previously approved on November 20, 2013, are hereby repealed and nullified, and the attached Second Amendment to the Ocean Mall Ground Lease-Retail which includes a revised legal description is hereby approved.

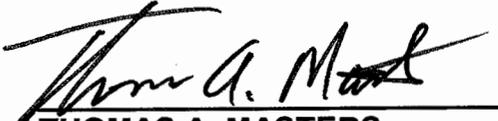
SECTION 2. That the Mayor and City Clerk are authorized to execute the Second Amendment on behalf of the City.

SECTION 3. That the Director of Finance and Administrative Services is authorized to deposit the \$150,000 in account #001-1236-572-0-4603 for expenditures to replace and/or repair equipment and structures at the municipal beach park.

SECTION 4. That this resolution shall take effect immediately upon its passage and approval by City Council.

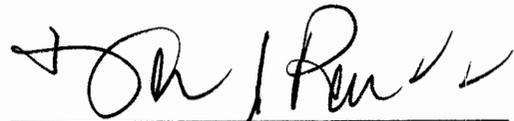
PASSED and APPROVED this 15 day of January, 2014.

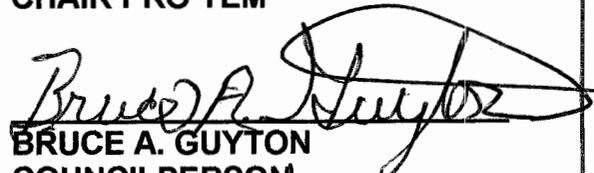
APPROVED:

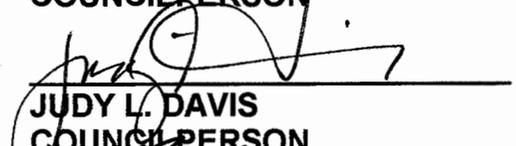

THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: Pardo

SECONDED BY: Guyton

C. THOMAS Aye

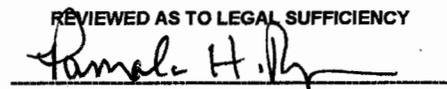
D. PARDO Aye

B. GUYTON Aye

J. DAVIS Aye

T. DAVIS Aye

PHR: 1.8.14

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 1/15/14

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

This Second Amendment to Ground Lease – Retail (“Second Amendment”) is made and entered into as of January 15, 2014, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

WHEREAS, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon “Unavoidable Delay” as defined in Section 35(o) of the Lease; and

WHEREAS, the City wishes to alter the Leased Premises to exclude a certain portion of land previously included, commonly referred to as the North Ocean Boulevard Strip, the new legal description for the Leased Premises is attached hereto as Exhibit “A” (“New Legal Description”);

WHEREAS, the parties hereby agree to enter into this Second Amendment to: (a) extend the Phase I Completion Date from May 31, 2014 to March 28, 2015, and to provide the Tenant with up to an additional 12 monthly extensions beyond March 28, 2015 to effectuate the Phase I completion; (b) to amend Section 25(d) and Section 36 of the Lease (which was added in the First Amendment) to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease; (c) to provide the Leasehold Mortgagee with eighteen (18) months after the Leasehold Mortgagee or its designee becomes the "Tenant" to complete construction of the Phase I Development; and (d) to revise the legal description of the Leased Premises to exclude the North Ocean Boulevard Strip and to encompass only the property set out in the New Legal Description attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

Section 1. That section 25(d) of Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby amended as follows:

(d) **New Lease.** In the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors' rights, if requested by any Leasehold Mortgagee in writing within thirty (30) days of such rejection or disaffirmance, ~~Landlord shall or if this Lease terminates for any reason (except with Leasehold Mortgagee's consent), Landlord shall promptly give Leasehold Mortgagee written notice stating that the Lease has terminated, and describing in reasonable detail any uncured Event(s) of Default (a "Landlord's Lease Termination Notice").~~ By giving notice to Landlord on or before thirty (30) days after Leasehold Mortgagee receives Landlord's Lease Termination Notice, Leasehold Mortgagee may require Landlord to promptly enter into a new lease of the Leased Premises with the Leasehold Mortgagee or its designee, as new tenant. Such new lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. Such written request by any Leasehold Mortgagee shall be accompanied by a copy of such proposed new lease, duly executed, and acknowledged by the proposed new assignee tenant, and the Leasehold Mortgagee shall have cured (or caused to be cured) all defaults under this Lease which are susceptible to being cured by the Leasehold Mortgagee and paid to Landlord all reasonable costs and expenses including ~~and~~ reasonable attorney's fees incurred by Landlord in connection with the Events of Default upon which the termination was premised, termination of the Lease with Tenant, recovery of the Premises, and the preparation, execution and delivery of the ~~replacement~~ new lease, as applicable. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Lease Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Landlord, Tenant and the Leasehold Mortgagee. The new lease shall be on the same terms and conditions as this Lease and shall have the same priority as this Lease. Landlord's obligation to enter into the new lease shall be conditioned upon the following: (i) the Leasehold Mortgagee shall have cured all monetary defaults and commenced, and diligently prosecuted, the

cure of all reasonably curable non-monetary defaults; and (ii) the Leasehold Mortgagee shall reimburse Landlord for all reasonable costs and expenses incurred in reviewing the new lease.

Section 2. That the following new section 25(j) to Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby added to the Lease immediately after existing section 25(i):

(j) Requirement to Complete Phase I Development. If the Leasehold Mortgagee or its designee becomes the "Tenant" under this Lease or under a new lease (as contemplated by Section 25(d) above), then the Phase I Completion Date (defined below) shall be extended to the date that is eighteen (18) months after the effective date that the Leasehold Mortgagee or its designee actually becomes the "Tenant" under the new lease.

Section 3. That Article 36 of the Lease (which was added in the First Amendment), entitled "FINAL EXTENSION AND PAYMENT" is hereby amended as follows:

36. FINAL EXTENSION AND PAYMENT

By payment of \$150,000.00 to the City simultaneously with the execution and delivery of this Second Amendment to Ground Lease, to the City \$250,000 on or before May 31, 2013, Tenant will be granted an additional extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year to March 28, 2015 ("Initial Phase I Completion Date"). Further, the Tenant shall be granted additional monthly extensions to complete Phase I by payment of \$41,666.66 for each month after March 28, 2015, that Tenant does not complete Phase I, not to exceed twelve (12) months (the "Phase I Completion Date Extensions"). The extension fee payments required for each of the Phase I Completion Date Extensions, if utilized by the Tenant, shall be paid to the City (as Additional Rent) beginning April 1, 2015, and shall be paid on the 1st of every month thereafter, as needed. (The Initial Phase I Completion Date and any applicable Phase I Completion Date Extensions shall be collectively referred to as the "Phase I Completion Date"). Tenant shall complete Phase I on or before May 31, 2014 the Phase I Completion Date. In the event the \$250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed (certificate of occupancy issued), as evidenced by a certificate of occupancy issued on Phase I, by May 31, 2014 the Phase I Completion Date, the Lease shall automatically terminate and the property shall be surrendered to the City the City shall promptly give the Leasehold Mortgagee notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Tenant shall be granted a further an extension to complete Phase I beyond May 31, 2014 the Phase I Completion Date, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond May 31, 2014 the Phase I Completion Date, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue

completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 4. The City and Tenant confirm and acknowledge that the Phase I work remaining to be performed is the construction of an approximately 6,900 square foot building for retail space, as may be modified by written agreement by Tenant and the City. Completion will be evidenced by Certificate of Completion for the building and specifically will not include any tenant improvement work. The City and Tenant further confirm and acknowledge completion by Tenant of all items on the List of Deficiencies attached to the First Amendment, with the exception of Item 14 of the Building Issues and Item 8 of the Landscaping and Irrigation Issues which are to be completed in connection with Phase I.

Section 5. Section 1 and Exhibit "A" of the Lease shall be revised as follows:

Section 1 of the Lease shall be deemed modified to reduce the square footage of the Leased Premises from approximately 370,228 square feet to approximately 357,121 square feet, to exclude the North Ocean Boulevard Strip.

Exhibit "A" to the Lease shall be removed and replaced with the New Legal Description which shall bear the title Exhibit "A."

Section 6. In all other respects, the remainder of the Lease and the First Amendment shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First Amendment and this Second Amendment, this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

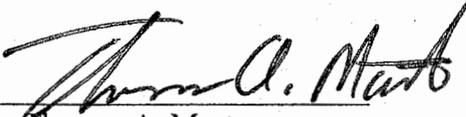
IN WITNESS WHEREOF, the Parties unto this Second Amendment have set their hands and seals on the day and date first written above.

LANDLORD

TENANT

CITY OF RIVIERA BEACH

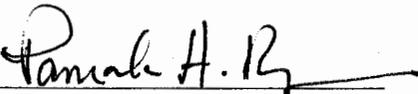
GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

BY: 
Thomas A. Masters
Mayor

BY: 
Name: JULIAN WELDON
Title: SECRETARY

ATTEST:
BY: 
Carrie E. Ward, MMC
City Clerk

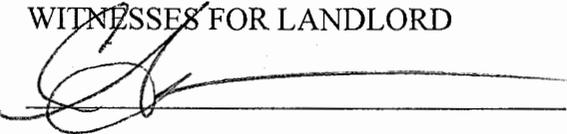
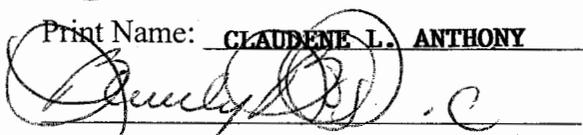
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
Pamala H. Ryan, B.C.S.
City Attorney

DATE: 1/15/14

WITNESSES FOR LANDLORD

WITNESSES FOR TENANT


Print Name: CLAUDENE L. ANTHONY

Print Name: BEVERLY D. BOSTIC

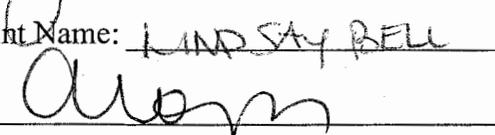
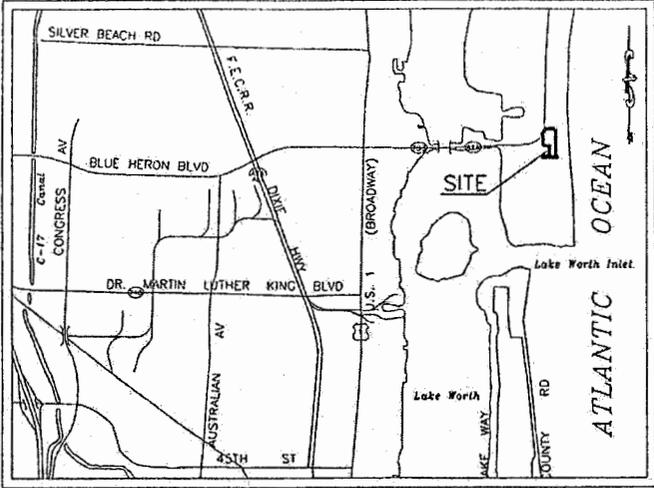

Print Name: LINDSAY BELL

Print Name: A. Lopez

EXHIBIT A

Legal Description of the Leased Premises

[attached]

Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SD-EXHIBIT A.dwg



LOCATION MAP
NOT TO SCALE

**SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
PALM BEACH COUNTY, FLORIDA**

DESCRIPTION:

PARCEL "B" AND PORTIONS OF PARCELS "C" AND "D" OF THE PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TOGETHER WITH PORTIONS OF OCEAN AVENUE, NORTH OCEAN BOULEVARD AND BEACH AVENUE, ALSO BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" AND ALONG THE EAST RIGHT OF WAY LINE OF SAID OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT, SOUTH 00°46'50" WEST, A DISTANCE OF 923.71 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 90°00'00" EAST, A DISTANCE OF 50.46 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 00°00'00" WEST, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF RIVIERA BEACH OCEAN TRACT AND ITS WESTERLY EXTENSION, NORTH 90°00'00" WEST, A DISTANCE OF 509.93 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, AS SHOWN ON PLAT BOOK 23, PAGES 29 THROUGH 32, OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 50.05 FEET; THENCE LEAVING SAID EAST LOT LINE AND WEST RIGHT OF WAY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 241.83 FEET; THENCE NORTH 00°46'50" EAST, A DISTANCE OF 365.03 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 230.17 FEET; THENCE ALONG THE AFORESAID WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, NORTH 02°36'30" EAST, A DISTANCE OF 375.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING OF NORTH 66°54'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 139°02'41", AND AN ARC DISTANCE OF 72.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A), AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SAID POINT ALSO BEING THE POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 623.69 FEET AND A CHORD BEARING OF NORTH 33°14'28" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°38'41", AND AN ARC DISTANCE OF 224.73 FEET TO THE NON-TANGENT INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF OCEAN AVENUE AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A) AND RUNNING ALONG SAID NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, SOUTH 89°58'36" EAST, A DISTANCE OF 365.26 FEET TO THE POINT OF BEGINNING.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF RIVIERA BEACH OCEAN TRACT AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, PALM BEACH COUNTY RECORDS, WITH THE SOUTH LINE HAVING A BEARING OF NORTH 00°00'00" WEST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

SIGNED: *David E. Rohal* DATED: 11-22-13
DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. LS 4315
STATE OF FLORIDA



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
PALM BEACH COUNTY, FLORIDA

SCALE 1" = 200'	PROJECT No 13-5578
DATE 11/22/13	CAD FILE SEE LEFT

SHEET
1
OF
2

Exhibit A

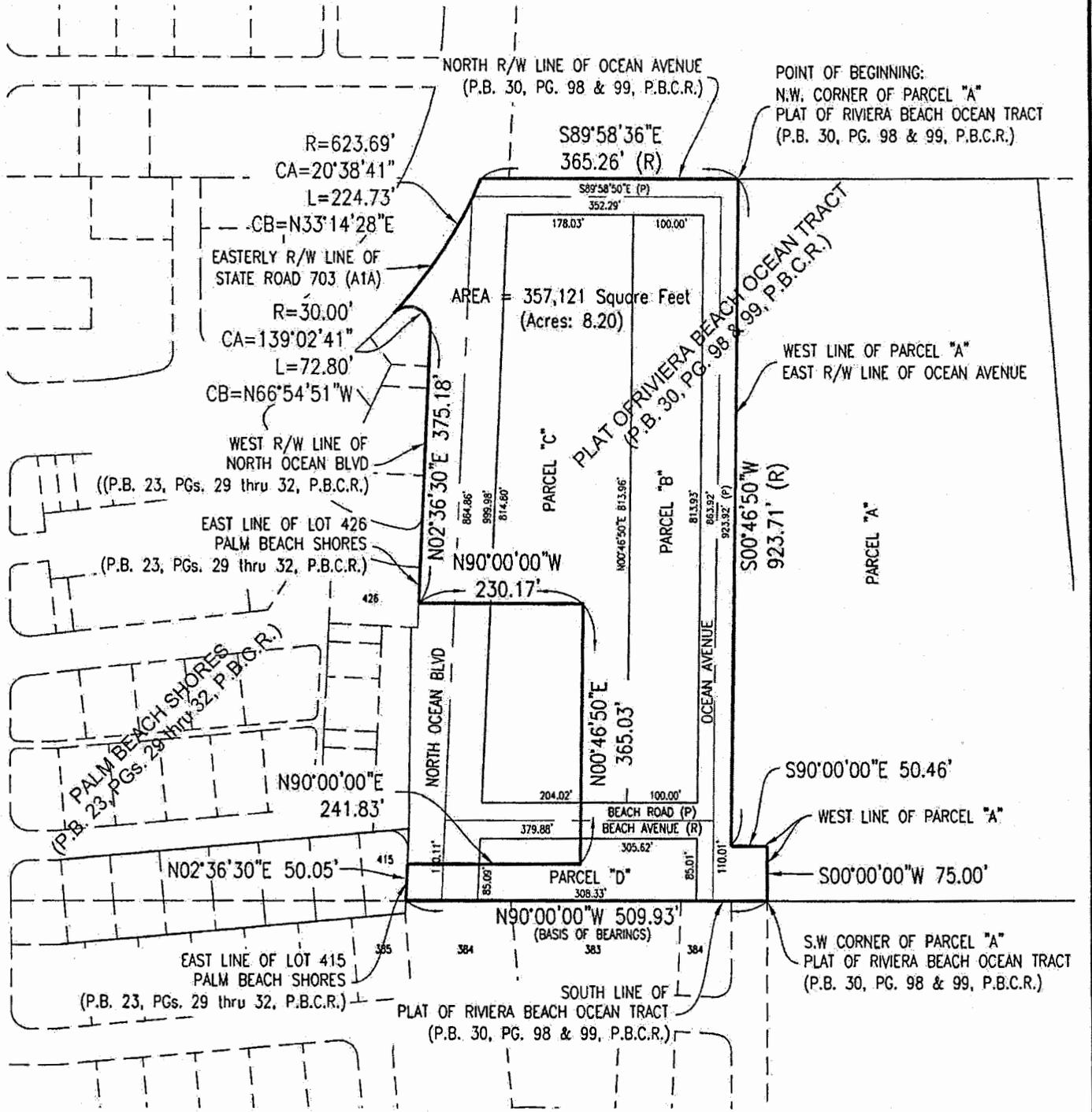
Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SD-EXHIBIT A.dwg



LEGEND:

- BLVD BOULEVARD
- C.A. CENTRAL ANGLE (DELTA)
- C.B. CHORD BEARING
- L ARC LENGTH
- LB LICENSED BUSINESS
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.B. PLAT BOOK
- PG PAGE
- R RADIUS
- R/W RIGHT-OF-WAY
- (R) RECORD
- (P) PLAT

SCALE
1" = 200'



GA Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
580 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
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SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
PALM BEACH COUNTY, FLORIDA

SCALE
1" = 200'
DATE
11/22/13

PROJECT No
13-5578
CAD. FILE
SEE LEFT

SHEET
2
OF
2

RESOLUTION NO. 05-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT TO EXTEND THE EXISTING CONTINUING SERVICES CONTRACT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS) NOW KNOWN AS STANTEC CONSULTING SERVICES, INC. FOR A PERIOD OF ONE (1) YEAR COMMENCING JUNE 1, 2014 AND ENDING MAY 31, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.005 on August 8, 2010 to select a professional engineering services firm; and

WHEREAS, by Resolution 77-11, the City authorized execution of a three (3) year continuing services contract with C3TS now known as Stantec Consulting Services, Inc. and providing for two (2) twelve (12) month renewal options based upon mutual consent of both parties; and

WHEREAS, the extension of the existing contract with the current vendor, Stantec Consulting Services, Inc. (fka) C3TS, will prevent the interruption of this essential engineering service; and

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to execute the contract extension with Stantec Consulting Services, Inc., for one (1) year commencing June 1, 2014 and ending May 31, 2015.

SECTION 2. The City Manager has the authority to approve the last one (1) year extension should the services be deemed satisfactory and necessary.

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

PASSED and APPROVED this 5TH day of FEBRUARY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

CEDRICK A. THOMAS
CHAIRPERSON

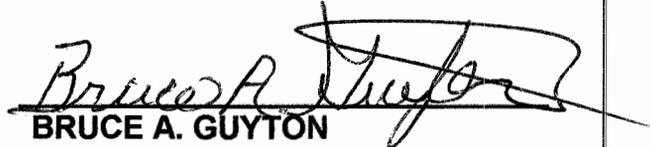
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: _____

**AMENDMENT TO CONTRACT FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES**

THIS AMENDMENT TO THE CONTRACT for Professional Engineering Consulting Services is made and entered into this 5TH day of FEBRUARY 2014, by and between the **CITY of RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as “**City**,” and **STANTEC CONSULTING SERVICES INC**, hereinafter referred to as “**CONSULTANT**,” whose mailing address is 21301 POWERLINE ROAD, SUITE 311, BOCA RATON, FLORIDA 33404.

WITNESSETH:

WHEREAS, the City entered into a Contract for Professional Engineering Consulting Services with Consultant on June 1, 2011, to assist the Public Works Department with providing engineering services on an as needed basis for various engineering projects and tasks in Riviera Beach to include design, construction administration, general consulting and engineer of record; and

WHEREAS, the initial term of the Contract was from June 1, 2011 through May 31, 2014, but provided for two (2) additional twelve (12) month periods; and

WHEREAS, the parties desire to extend the contract for an additional year.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Independent Contractor agree as follows:

Section 1. That the Contract is hereby amended to extend the expiration date of the Contract from May 31, 2014 to May 31, 2015.

Section 2. That the City agrees to compensate the Consultant in accordance with the fee proposal as set forth in the original contract.

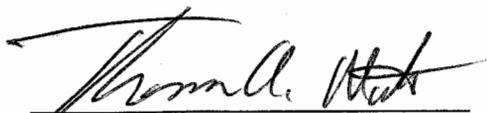
Section 3. In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

STANTEC CONSULTING SERVICES INC.



THOMAS A. MASTERS
MAYOR

BY: 

TERRANCE N. GLUNT, P.E.
CHIEF OPERATING OFFICER
PRINCIPAL

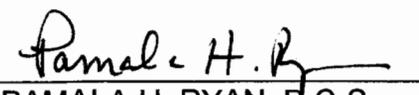
ATTEST:



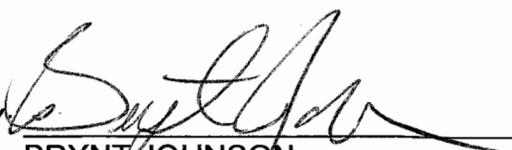
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 

PAMALA H. RYAN, B.C.S.,
CITY ATTORNEY

BY: 

BRYNT JOHNSON
DIRECTOR OF PUBLIC WORKS

DATE: 1/15/14

RESOLUTION NO. 06-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE CITY OF RIVIERA BEACH PARKS AND RECREATION DEPARTMENT TO CO-HOST A HALF MARATHON IN CONJUNCTION WITH MULTIRACE, INC., ON APRIL 12, 2014; AND PROVIDING IN-KIND SERVICES IN THE AMOUNT OF \$1,000.00 TO ASSIST WITH THE HALF MARATHON; AND FURTHER APPROVING THIS EVENT TO BE AN ANNUAL EVENT CO-HOSTED BY THE CITY OF RIVIERA BEACH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach in conjunction with Multirace.com, Inc. is hosting a half marathon April 12, 2014; and

WHEREAS, the City of Riviera Beach will provide in-kind services in the amount of \$1,000.00 to offset funding of the half marathon; and

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

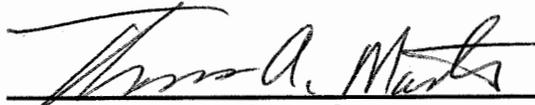
SECTION 1. That the City Council hereby authorizes the Parks and Recreation department to co-host the half marathon event in conjunction with Multirace.com, Inc. on April 12, 2014.

SCETION 2. That the City Council authorizes the in-kind services in the amount of \$1,000.00 to offset the cost of the event.

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

PASSED AND APPROVED this 5TH day of FEBRUARY 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

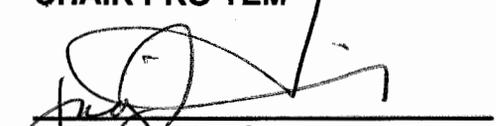
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



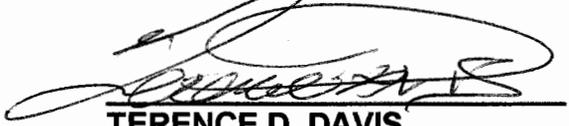
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS
SECONDED BY: B. GUYTON

C. THOMAS ABSENT

D. PARDO AYE

J. DAVIS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, ESQ, B.C.S
CITY ATTORNEY

DATE: _____

RESOLUTION NO. 07-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE CITY OF RIVIERA BEACH PARKS AND RECREATION DEPARTMENT TO CO-HOST A TRIATHLON/DUATHLON IN CONJUNCTION WITH MULTIRACE, INC., ON JUNE 21, 2014; AND PROVIDING IN-KIND SERVICES IN THE AMOUNT OF \$1,200.00 TO ASSIST WITH THE TRIATHLON/DUATHLON; AND FURTHER APPROVING THIS EVENT TO BE AN ANNUAL EVENT CO-HOSTED BY THE CITY OF RIVIERA BEACH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach in conjunction with Multirace.com, Inc. is hosting a triathlon/duathlon on June 21, 2014; and

WHEREAS, the City of Riviera Beach will provide in-kind services to offset funding of the triathlon/duathlon; and

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

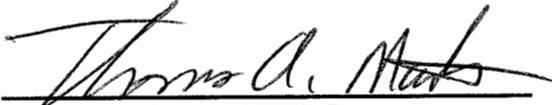
SECTION 1. That the City Council hereby authorizes the Parks and Recreation department to co-host the half marathon event in conjunction with Multirace.com, Inc. on June 21, 2104.

SECTION 2. That the City Council authorizes the in-kind services in the amount of \$1,200.00 to offset the cost of the event.

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

PASSED AND APPROVED this 5TH day of FEBRUARY 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

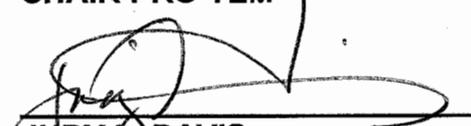
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST: 

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS
SECONDED BY: B. GUYTON

C. THOMAS ABSENT
D. PARDO AYE
J. DAVIS AYE
B. GUYTON AYE
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY, ESQ., B.C.S.
DATE: _____

RESOLUTION NO. 08-14

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH PENN CREDIT CORPORATION FOR DEBT COLLECTION SERVICES: AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City does not currently have a debt collection service and,

WHEREAS, on July 11, 2013, the City issued a Request for Proposals and fee proposals (RFP No. 391-13) to retain the services of a debt collection service and,

WHEREAS, the City of Riviera Beach received seven (7) proposals and,

WHEREAS, Penn Credit Corporation was unanimously recommended by the selection committee and received only positive references and,

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

SECTION 1. That the City Council authorizes the Mayor and City Clerk to execute a contract with Penn Credit Corporation for a three year term with up to two additional one-year extensions upon the approval of the City Council.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 5TH DAY OF FEBRUARY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



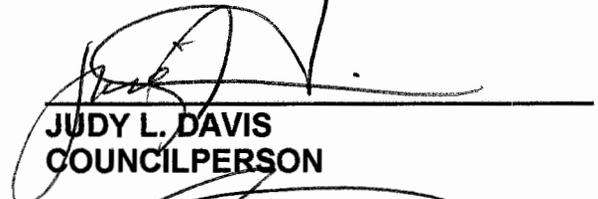
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



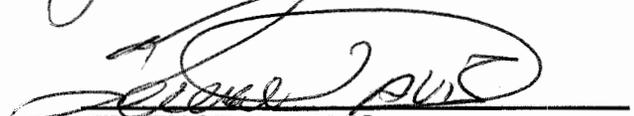
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO AYE

J. DAVIS AYE

B. GUYTON AYE

C. THOMAS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, ESQ., B.C.S.
CITY ATTORNEY

DATE: _____

AGREEMENT FOR DEBT COLLECTION SERVICES

Contract No. #####

THIS AGREEMENT for Debt Collection Services (“Agreement”) is made by and between and the **CITY OF RIVIERA BEACH**, Florida, a municipal corporation in the State of Florida (City) located at 600 West Blue Heron Blvd., Riviera Beach, FL 33404 and **PENN CREDIT CORPORATION**, a Pennsylvania corporation, with a principal address of 916 South 14th Street, Harrisburg, PA 17104, authorized to do business in the State of Florida (“Agency”);

WHEREAS, the City issued a Request for Proposals (RFP 391-13) seeking proposals from qualified and responsible firms to perform collection services on delinquent accounts (the “RFP”); and

WHEREAS, Agency submitted its Proposal dated August 28, 2013 (the “Proposal”) and

WHEREAS, City desires for Agency to utilize its efforts to collect amounts due for delinquent accounts and Agency desires to provide such collection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Agency’s responsibilities include, but shall not be limited to, issuing collection letters, skip tracing, telephone collection and credit bureau reporting for delinquent accounts for services rendered by the City and for the collection of amounts due (the “Services”).

1.2 City retains Agency to collect Delinquent Accounts which the City in its sole discretion may assign to Agency for collection. Nothing contained in this Agreement shall be construed as requiring City to place any set number or type of accounts with Agency.

1.3 Agency agrees to use its best efforts and work diligently to collect all money due to City and to forward such money to City, all in accordance with the terms and conditions of this Agreement.

2. ASSIGNMENT OF DELINQUENT ACCOUNTS

2.1 Assignment City shall notify Agency of delinquent accounts it wishes to assign to Agency and shall provide delinquent Account Information, as described in this Agreement.

2.2 Withdrawal City is entitled to withdraw any delinquent account which it may have placed in error with Agency. Otherwise, delinquent accounts referred to Agency shall remain with Agency for collection until the account is determined to be uncollectible by Agency.

3. PERFORMANCE STANDARDS

3.1 Agency shall supervise and direct all collection work, devoting enough attention and applying the necessary skill and expertise to perform the work competently and efficiently. Agency shall be solely responsible for the means, methods, techniques, sequences and procedures of the collection.

3.2 Notwithstanding the foregoing, the City shall review and approve all collection letters prior to Agency's use of such form in collecting the City's delinquent accounts.

3.3 Agency shall perform its collection efforts in accordance with all federal, state and local laws and regulations, including the Fair Debt Collection Practices Act and the guidelines established by the Federal Trade Commission.

4. REMITTANCES

4.1 Remittances to the City Agency shall provide and remit payments to the City on a monthly basis (by the 20th of the subsequent month), accompanied by a Statement of Collection report. Such report shall detail the remittance information, including: gross dollars collected for the month, account name, account number, account type, date of payment, and fee due to Agency.

4.2 Returned Checks Collections by Agency in which a check is returned unpaid by the bank, shall be reported as a minus payment and minus collection fee (credit). City will notify Agency when a check is returned by the bank unpaid on a payment made directly to City on which City has paid Agency the collection fee due. Agency will list such returned check on the next statement as a minus payment and minus collection fee (credits).

4.3 Paid Direct to City For amounts paid directly to the City that have been submitted to the Agency for collection, the City will notify the Agency, on a weekly basis (or mutually agreed period), and the Agency will net this amount against what is owed the City by the Agency.

5. REPORTING

5.1 Reporting. The Agency shall provide the following reports electronically in printable format:

- a. *Acknowledgement Report* verifying all accounts that have been received by Agency for collection.
- b. *Payment Analysis (Collection Analysis)* provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance.
- c. *Statement of Collection (Monthly Statement)* details accounts to which payments have been applied during the statement period. This report indicates not only amounts paid by debtors, but also commissions due Agency for collection services rendered.
- d. *Cancellation Report* lists all accounts scheduled for return, along with the client account number, debtor name, balance, applicable dates, and reason for return.

5.2 Agency will work with City to provide any additional reports requested.

6. CREDIT BUREAU REPORTING

6.1 Agency will report City approved delinquent accounts to the credit bureaus (Equifax, Trans Union and Experian) within thirty (30) days after the Acknowledgment Date, provided the initial placement balance is at least equal to the minimum balance reportable to said credit bureau.

6.2 Based on account information received from City and information Agency has in its possession, Agency shall keep Credit Bureau(s) informed of changes in the status of delinquent accounts.

6.3 Disputed accounts will be reported as disputed in accordance with the Fair Credit Reporting Act

7. OBLIGATIONS OF CITY

7.1 At the time City assigns delinquent accounts to Agency, City shall provide Agency with the following information with respect to each delinquent account (the "Account Information") provided City has knowledge of this Account Information:

- a. Notices of any proceedings under the bankruptcy or insolvency laws of the United States of America or any state relating to the Delinquent Accounts;
- b. Notices of any actions or proceedings commenced by any Delinquent Account Consumer against the City relating to the Delinquent Accounts;
- c. Any communications received by City from the Delinquent Account customer, or the legal representative of a Delinquent Account customer, relating to the Delinquent Account or the collection of the Delinquent Account; and
- d. Any credits or other forgiveness granted by City with respect to any Delinquent Account.

7.2 City shall have a continuing obligation to provide Agency with any new or additional Account Information with respect to the delinquent accounts as soon as such information becomes known to City.

8. COLLECTION LITIGATION BY AGENCY

8.1 Agency shall recommend accounts to the City for litigation.

8.2 Agency must secure express written approval from the City Attorney on each and every account prior to instituting any legal action on behalf of the City to collect the account.

8.3 Agency shall be reimbursed any monies for City approved litigation costs advanced by Agency exclusively from the first proceeds of litigation.

8.4 If any legal action is contested, or if a counter-claim is asserted, Agency will promptly advise the City and City may assume further responsibility including all costs.

8.5 Prior to initiating collection litigation, in addition to the express written authorization, City shall provide Agency with the following information:

- Complete documentation of the account
- Validation of the debt
- Statement of non-military service
- Signed affidavit of the account
- A witness, when necessary

8.6 Agency shall provide City with regular reports on the status of each collection litigation matter.

9. FEES

9.1 City agrees to pay Agency, a commission or percentage of the amount collected on a delinquent account assigned to Agency, in accordance with the following schedule:

Regular Collections (non-legal referral)	17%
Legal Action Authorized	29%

9.2 Agency agrees that it shall not be entitled to fees or commission on delinquent accounts which have been withdrawn from Agency, except to the extent that the payment directly resulted from the collection efforts of Agency.

10. INSURANCE

10.1 The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

10.2 The Agency shall maintain during the term of this Contract, standard Professional Liability Insurance as follows:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury	\$3,000,000 annual aggregate
Automobile (owned, non-owed, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

Professional liability insurance requirements for outside counsel will maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

10.3 All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Agency shall specifically include the City as an "Additional Insured".

10.4 The City, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

11. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

12. TERM

This Agreement shall be effective as of the date executed by City and continue in effect for a period of three (3) years, subject to renewal or termination as provided in this Agreement. This Agreement may be renewed upon the sole discretion of the City for additional periods of one (1) year each.

13. TERMINATION

13.1 The City or Agency shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon thirty (30) days written notice to the other party.

14.2 In the event of termination, Agency will receive its fee on any payments it receives on retained accounts after termination of this Agreement.

13.3 Upon termination, Agency shall immediately return to City all delinquent accounts which have been referred and all documents and account information which has been provided by City.

13.4 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

14. RIGHT TO AUDIT

Agency shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, expiration or termination of this Agreement, or conclusion of any litigation regarding this Agreement, whichever last occurs. The City shall have the right to audit Agency's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Failure by Agency to permit such audit shall be grounds for termination of this Agreement by the City.

15. NON-DISCRIMINATION.

In performing under this Agreement, Agency shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

16. PUBLIC ENTITY CRIMES ACT

Agency represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Agency has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

17. LOBBYING CERTIFICATION

Agency certifies to the best of its knowledge and belief that no funds or other resources received from the City in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. PUBLIC RECORDS

Agency shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

18.1 Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.

18.2 Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

18.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

18.4 Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Agency upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

19. ENTIRE AGREEMENT; AMENDMENT; CONTROLLING PROVISIONS

19.1 Entire Agreement This Agreement, including the RFP, the Proposal, and any Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

19.2 This Agreement may only be modified by written amendment executed by the City and Agency.

19.3 Controlling Provisions Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

20. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

21. MISCELLANEOUS

21.1 Assignment This Agreement may not be assigned by Agency without the express written consent of City, which may be withheld in City's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Agency shall not transfer, assign, sell or convey any delinquent accounts to any other collection agency without the prior written consent of City.

21.2 Notice All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Agency at the address on the first page of this Agreement, or to the City, at the address on the first page of this Agreement, attention: Director of Finance and Administrative Services, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

21.3 Governing Law; Jurisdiction; Venue; Litigation This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Agency submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Agency

agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

21.4 Severability In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21.5 Waiver Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

21.6 Headings The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

[Remainder of page left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

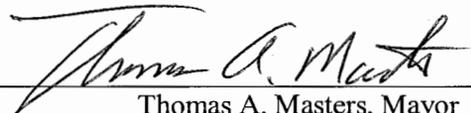
PENN CREDIT CORPORATION

By: 
Donald C. Donagher Jr., CEO

ATTEST:

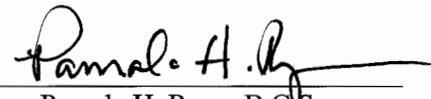

Carrie Ward, City Clerk

CITY OF RIVIERA BEACH, FLORIDA

By: 
Thomas A. Masters, Mayor

Dated: **FEBRUARY 5, 2014**, 201~~3~~⁴

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: 
Pamala H. Ryan, B.C.S.

RESOLUTION NO. 09-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSONS PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

WHEREAS, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

WHEREAS, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

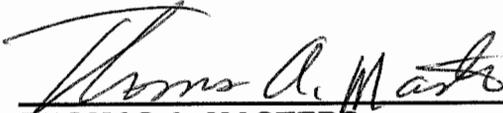
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County to accept vouchers to be redeemed for payment for swimming lessons to individuals.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 5TH day of FEBRUARY 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

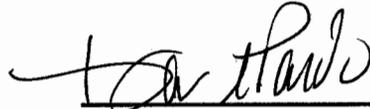
ABSENT

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS
SECONDED BY: B. GUYTON

C. THOMAS: ABSENT
D. PARDO: AYE
J. DAVIS: AYE
B. GUYTON: AYE
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, ESQ., B.C.S.
CITY ATTORNEY

DATE

RESOLUTION NO. 10-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MARINA DISTRICT PHASE ONE SITE PLAN, COMPRISED OF ELEMENTS CONSISTENT WITH THE MARINA DISTRICT MASTER PLAN, PROVIDING FOR CONSTRUCTION OF A NEW MARINA EVENT CENTER, INCLUDING NEWCOMB HALL, BICENTENNIAL PARK RENOVATIONS, RECONFIGURATION OF RIGHTS-OF-WAY, NEW SURFACE PARKING AREAS, TEMPORARY MARINA OFFICES, AND LANDSCAPING IMPROVEMENTS, ON APPROXIMATELY 12.6 ACRES, LOCATED EAST OF AVENUE 'C' AND WEST OF THE MUNICIPAL MARINA DOCKS, INCLUDING ADJACENT RIGHTS-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to implement a unified long-range plan for development and redevelopment of the Marina District, which successfully integrates the ideologies of both residents and business owners; and

WHEREAS, the Citizens' Master Plan was approved on January 30, 2008, combining urban design principles with community input, establishing a Citizens' Plan for redevelopment of the Marina District; and

WHEREAS, the City's Comprehensive Plan was adopted on May 19, 2010, and amended on October 6, 2010, providing guidance for future development and redevelopment throughout the City and within the Marina District; and

WHEREAS, the Community Redevelopment Plan was found to be in compliance with the City's 2010 Comprehensive Plan and was approved on July 20, 2011, directing future development and redevelopment of the Marina District; and

WHEREAS, the City Council approved the Marina District Master Plan on February, 27, 2013; and

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances sets forth the purpose of site plan review by the City; and

WHEREAS, the Planning & Zoning Board met on October 24, 2013 to review the Marina Phase One Site Plan and unanimously recommended project approval to the City Council; and

RESOLUTION NO. 10-14

PAGE 2 of 3

WHEREAS, on November 13, 2013, the Community Redevelopment Agency Board of Commissioners unanimously approved the Marina Phase One Site Plan; and

WHEREAS, the City Council finds that the proposed Marina District Phase One Site Plan is consistent with the adopted City of Riviera Beach Comprehensive Plan, Community Redevelopment Plan and the Marina District Master Plan.

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 Marina District Phase One Site Plan, attached hereto as "Exhibit A", is consistent with the City's Comprehensive Plan, Community Redevelopment Plan and Marina District Master Plan.

SECTION 2. The City Council hereby approves the Marina District Phase One Site Plan, attached hereto as "Exhibit A".

SECTION 3. Should any one or more of the provisions or elements of this Resolution or Exhibit 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 the Resolution.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH day of FEBRUARY, 2014.

RESOLUTION NO. 10-14
PAGE 3 of 3

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. GUYTON

C. THOMAS ABSENT

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: _____

RESOLUTION NO. 11-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE NEIGHBORHOOD STABILIZATION PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE DATE FOR REIMBURSEMENT OF REHABILITATION COSTS THROUGH MARCH 4, 2015; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an agreement with Palm Beach County on May 1, 2010 for the implementation of a Neighborhood Stabilization Program (NSP) within the City; and

WHEREAS, the City of Riviera Beach entered into a new agreement with Palm Beach County on June 27, 2012, which was amended on December 21, 2012 and on August 7, 2013; and

WHEREAS, NSP agreement amendment 003 extends the program for one year, from March 4, 2014 to March 4, 2015, allowing for the reimbursement of rehabilitation costs.

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

SECTION 1. That the City Council authorizes the Mayor and City Clerk to execute NSP Agreement Amendment 003, attached hereto as "Exhibit A" extending the program and allowing for the reimbursement of rehabilitation costs for one year, from March 4, 2014 to March 4, 2015.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 19TH day of FEBRUARY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

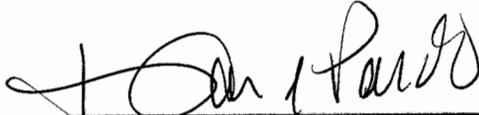


CEDRICK A. THOMAS
CHAIRPERSON

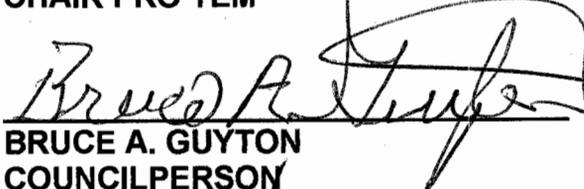
ATTEST:



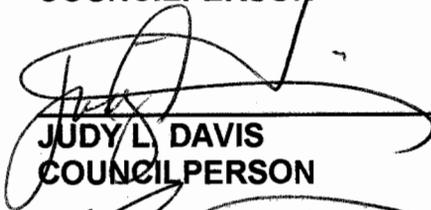
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



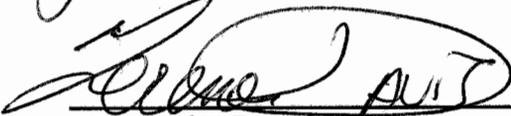
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

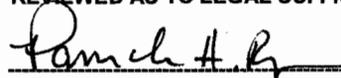
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 2/19/14

RESOLUTION NO. 12-14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD FOR THE FISCAL YEAR 2013-14, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF \$41,325.00 TO PURCHASE FOUR STRYKER POWER PRO POWER STRETCHERS FROM ACCOUNT NO. 107-0921-526-0-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue has been awarded the Florida Emergency Medical Services County Grant Award for the year 2013-14 to improve the City's pre-hospital Emergency Medical Services.

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

SECTION 1: The City Council does hereby accept the terms and conditions of the Palm Beach County Interlocal Agreement for the year 2013-14, its goals and objectives to expand and/or improve the City's pre-hospital Emergency Medical Services.

SECTION 2: The City Council authorizes the Finance Director to set up a budget in the State EMS Fund (107) as follows:

REVENUE

107-00-337208	EMS GRANT 13-14	\$ 41,325.00
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EXPENDITURE

107-0921-526-0-6455	Capital Machinery and Equipment	\$41,325.00
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SECTION 3: The City Council of the City of Riviera Beach authorizes the Fire Department to purchase FOUR (4) Stryker Power Pro stretchers from account 107-0921-526-0-6455.

SECTION 4: This grant will not be used to supplant the City's existing budget allocation.

SECTION 5: This Resolution shall become effective upon its passage by Council.

PASSED AND APPROVED THIS 19TH DAY OF FEBRUARY, 2014.

APPROVED:

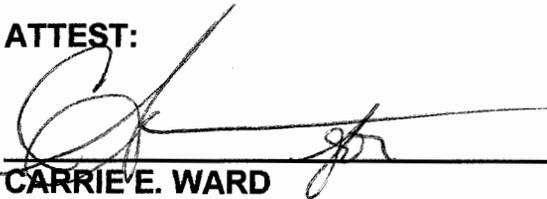


THOMAS A. MASTERS
MAYOR

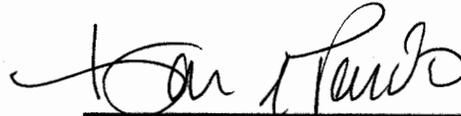


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



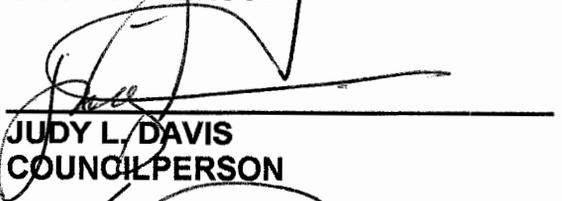
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



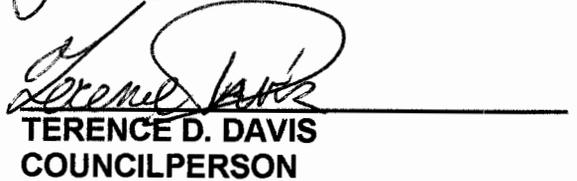
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

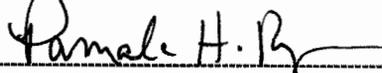


JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 2/19/14

RESOLUTION NO. 12-14

PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

RESOLUTION NO. 13-14

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH GREENSPOON MARDER, P.A. FOR BOND COUNSEL SERVICES: AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach is in need of bond and disclosure counsel services to facilitate financing transactions and,

WHEREAS, bond and disclosure counsel services are necessary to protect that the City has legal authority to issue bonds and that the securities qualify for federal tax exemption. Bond counsel assists in drafting bond documents, including the official statement, ordinances or resolutions authorizing issuance and sale of a bond offer, and other necessary documents, and

WHEREAS, on October 6, 2013, the City issued a Request for Qualifications and fee proposals (RFP No. 419-13) to retain the services of bond counsel to certify that the City has legal authority to issue bonds and that the securities qualify for federal tax exception and,

WHEREAS, Greenspoon Marder, P.A. was unanimously recommended by the selection committee and received only positive references and,

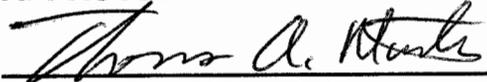
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the City Council authorizes the Mayor and City Clerk to execute a contract with Greenspoon Marder, P.A. for a three year term with up to two additional one-year extensions upon the approval of the City Council.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 19TH DAY OF FEBRUARY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

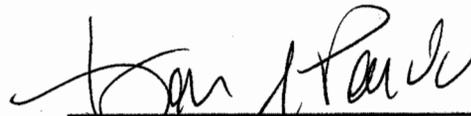


CEDRICK A THOMAS
CHAIRPERSON

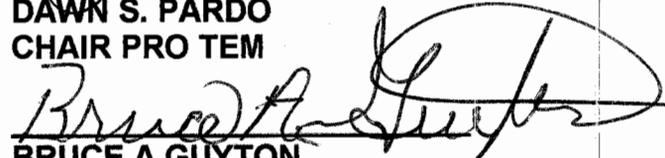
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



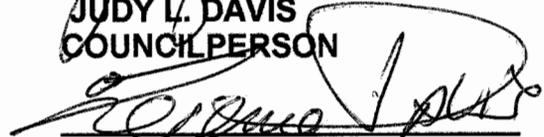
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS NAY

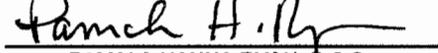
D. PARDO AYE

B. GUYTON NAY

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 2/19/14

CONTRACT FOR BOND AND DISCLOSURE COUNSEL SERVICES

This Contract for Bond and Disclosure Counsel Services (this "Agreement"), between The City of Riviera Beach (the "Issuer"), a political subdivision of the State of Florida, and Greenspoon Marder, P. A. (the "Firm"), whose address is 250 South Australian Avenue, West Palm Beach, Florida 33401, is made and entered into this 17th day of February, 2014.

WITNESSETH

WHEREAS, the Issuer previously circulated a request for qualifications for bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel," and together with Bond Counsel, "Bond and Disclosure Counsel") services on or about RFP 419-13 (the "RFQ"); and

WHEREAS, following review of all responses to the RFQ, and a deliberate decision making process by the Issuer, the Issuer, at one of its regular meetings, selected the Firm to serve as its Bond and Disclosure Counsel, and authorized the fees to be paid to its Bond and Disclosure Counsel; and

WHEREAS, this Agreement embodies terms which are satisfactory to both the Issuer and the Firm, regarding the Firm's services as Bond and Disclosure Counsel to the Issuer.

NOW THEREFORE, the Issuer and the Firm agree as follows:

I. Scope of Representation as Bond Counsel. The Firm shall:

A. Provide specialized legal advice regarding the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or Internal Revenue Service (collectively, the "Code"), as it applies to the Issuer's bond financing activities and to the programs or projects funded with the proceeds of the Issuer's bonds, particularly with respect to the structure of proposed new issues of bonds, and the structure and operation of new programs relating to such bonds.

B. Advise the Issuer on the procedures, required approvals, filings and other legal issues relative to the issuance of bonds.

C. Prepare bond authorizing ordinances or resolutions for consideration and adoption by the Issuer which authorizing resolutions generally shall (i) authorize the execution of the bond purchase agreement relating to each issue of bonds, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure documents, and (iv) generally approve actions for legal sufficiency which must be taken incident to issuing the bonds.

D. If requested by the Issuer or the proposed purchaser of any of the Issuer's bonds, prepare or review, in coordination with the Issuer's general counsel, validation pleadings, including proposed final judgments, and attend court proceedings as necessary.

E. Review and comment on any documents prepared by other members of the Issuer's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, investment agreement, disclosure document, continuing disclosure agreement, remarketing agreement and bid specifications and bid procedures for investment agreements.

F. Provide required Bond Counsel opinions relating to the tax exempt status of the Issuer's bonds under applicable State and Federal law, as well as legal opinions attesting to the valid issuance of bonds under applicable State law and provide required tax opinions evidencing compliance of each new issue of bonds with applicable provisions of the Code, as well as the adequacy of program documents and operating procedures/policies of the Issuer to reasonably assure compliance with such Code provisions.

G. Assemble all closing transcript items and arrange for preparation of transcripts for distribution to each member of the Issuer's bond financing team.

H. Prescribe the detailed procedures to be followed by the Issuer's financial advisor, senior managing underwriter or lender in calculating the bond yield associated with each issue of bonds.

I. Review bond yield calculations for each new issue of bonds for the purpose of determining the extent to which calculations may be relied upon in preparing an arbitrage certificate for such bonds.

J. Prepare the arbitrage certificate relating to each new issue of bonds and deliver such arbitrage certificate prior to closing.

K. Review all financial feasibility studies and contracts for legal issues relating to bonds for any proposed bond issue and participate with the Issuer's staff, financial advisor and general counsel's office in the development of all financing programs.

L. Assist in presenting information to bond rating organizations and credit enhancers.

M. When requested, attend regular and special meetings of the Issuer and its staff and bond financing team.

N. Perform such other work as may be requested by the Issuer in connection with proposals received, special programs and general Issuer needs.

II. Scope of Representation as Disclosure Counsel. The Firm shall:

A. When required, prepare the disclosure documents for the Issuer's bonds, including, but not limited to, preliminary official statements, final official statements, limited offering memorandums and private placement memorandums.

B. When required, prepare the continuing disclosure document for the Issuer and, if applicable, each conduit borrower, in compliance with the United States Securities Exchange Commission Rule 15c2-12.

C. Deliver, on behalf of the Issuer, the customary opinion of Disclosure Counsel addressed to the Issuer and each firm serving as an underwriter of the Issuer's bonds to which such disclosure document relates.

III. Fees for Services: The Firm's fees for the foregoing services shall be as described in Exhibit "A" attached hereto and the following shall apply to items NOT covered in Exhibit "A":

A. Special Projects Hourly Rates. In the event the Issuer should request that the Firm perform Bond Counsel or Disclosure Counsel services which cannot be paid from costs of issuance of a bond transaction, the Firm will charge legal fees based upon hourly rates of \$195.00 for services provided by associates, \$250.00 per hour for services provided by shareholders and \$120.00 for paralegals. All hourly representation by the Firm will be initiated at the direction of the Issuer. Prior to the Firm actually undertaking such legal work, the Firm will supply the Issuer with a written estimate of the fees and costs to be incurred. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Issuer will not accept block billing. Each task must be billed separately and, each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate.

B. Expenses. The Firm shall be reimbursed for its reasonable disbursements which include, but are not limited to, Federal Express or other courier charges, long distance telephone, fax, copying costs, computer research and travel to attend closings. Wherever possible, these reimbursements shall be made from bond proceeds. There shall be no word processing charges. The costs of transcripts will be billed at cost, but such costs are expected to be paid from costs of issuance. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the Issuer's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

IV. Term of Agreement. This Agreement shall be in effect commencing February 19, 2014 and shall terminate on February 18, 2017 (the "Original Term"), provided, however, that the term of this Agreement shall be extended for one year upon the expiration of the Original Term and thereafter upon the expiration of each successive term, unless the Issuer provides prior written notice to the Firm that such extension shall not be granted, and provided further that this Agreement may be terminated at any time and without cause, by either party, upon provision of written notice to the other party.

V. Conflicts of Interest. The Firm represents to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. The Firm shall promptly notify the Issuer, in writing, of all potential conflicts of interests, which may influence or appear to influence the Firm's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that the Firm wants to undertake and shall request the Issuer's opinion as to whether the association, interest, or circumstance would, in the opinion of the Issuer, constitute a conflict of interest that is entered into by the Firm. Issuer shall notify the Firm of its opinion within thirty (30) days of receipt of notification by the Firm. If, in the opinion of the Issuer, the prospective business association, interests, or circumstance would not constitute a conflict of interest by the Firm, the Issuer shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by the Firm.

VI. Professional Liability Insurance. Issuer shall maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

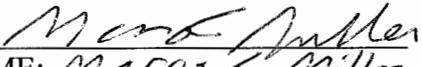
[Signature page follows]

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

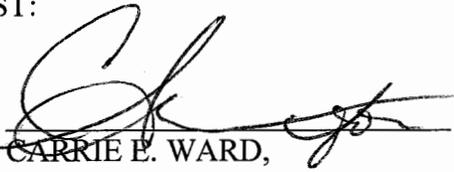
CITY OF RIVIERA BEACH

GREENSPOON MARDER, P.A.

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
NAME: Morris B. Miller
SHAREHOLDER

ATTEST:

BY: 
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
RANDY SHERMAN,
DIRECTOR OF FINANCE &
ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

Date: 2/12/14

EXHIBIT A

FEE SCHEDULE

COST PROPOSAL

We propose the following schedule of fees for bond counsel and disclosure counsel services provided to the City. Our fees would be on a flat fee basis and would vary based on the amount of the bond issue and would be the same whether the bonds are sold by competitive or negotiated sale. Fees are ordinarily not due until the time of closing.

(Based on Increments as Set Forth Below)

BOND COUNSEL (1)

Bond issue Size	Fee – Public Offering	Fee-Private Placement
Up to \$10,000,000	\$20,000	\$12,000
\$10,000,000 - \$20,000,000	\$20,000 + 0.80/\$1K in excess of \$10,000,000	\$12,000 + 0.50/1K in excess of \$10,000,000
\$20,000,000 - \$40,000,000	\$28,000, + 0.70/1K in excess of \$15,000,000	\$17,000 + 0.45/\$1K in excess of \$20,000,000
Over \$40,000,000	\$42,000 + 0.60/\$1K in excess of \$40,000,000	\$26,000 + 0.40/\$1K in excess of \$40,000,000

(1) The above schedule will also apply for bonds that are treated as “current refunding bonds” under the Internal Revenue Code of 1986, as amended (the “Code”). For bonds that are treated as “advance refunding bonds” under the Code, the fees shown on the respective schedules will be increased by 10%.

DISCLOSURE COUNSEL (in addition to fees for bond counsel services)

Bond Issue Size	Fee – Public Offering
Up to \$10,000,000	\$15,000
\$10,000,000 - \$20,000,000	\$15,000 + 0.50/\$1K in excess of \$10,000,000
\$20,000,000 - \$40,000,000	\$20,000 + 0.40/\$1K in excess of \$15,000,000
Over \$40,000,000	\$28,000 + 0.30/\$1K in excess of \$40,000,000

RESOLUTION NO. 14-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO ADOPT HOUSE BILL 727 RELATING TO CHRONIC NUISANCE SERVICE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, municipalities have determined that chronic nuisance properties disproportionately consume municipal services and impose an adverse economic and social burden on properties located with various municipalities; and

WHEREAS, municipalities have further determined that chronic nuisance properties receive special services that extend beyond general law enforcement activities or the general enforcement of municipal codes; and

WHEREAS, municipalities have also determined that properly established chronic nuisance non-ad valorem assessment programs are in the best interest of the public health safety and welfare; and

WHEREAS, House Bill 727 (HB 727) contains provisions that balance the interests of protecting the community from chronic nuisances and protecting the interests of private property owners; HB 727 creates s.193.0236, F.S. authorizing a local government to levy non ad valorem assessments to recover costs incurred in eliminating chronic nuisances on real property;

WHEREAS, the City Council finds it in the best interest of the City to support efforts to permit local governments to adopt ordinances containing provisions required by s.193.0236, F.S. to eliminate chronic nuisances and to levy non-ad valorem assessments.

RESOLUTION NO. 14-14
PAGE 2

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

SECTION 1. The above recitals are true and are hereby incorporated into this Resolution.

SECTION 2. The City Council hereby urges Governor Rick Scott and members of the Florida Legislature during the 2014 legislative session to support the adoption of HB 727 to: (1) create s. 193.0236 F.S.; (2) authorize local government to levy non-ad valorem assessments to recover costs incurred in eliminating chronic nuisances on real property; (3) require local governments that levy the assessments to adopt ordinances containing certain provisions; and (4) providing for payment and collection of assessments.

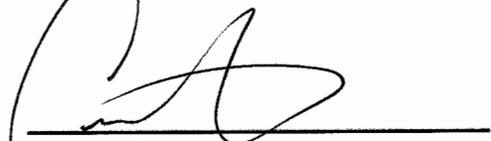
SECTION 3. A copy of this resolution shall be provided to the Governor of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, members of the Palm Beach County Legislative Delegation, and the Florida League of Cities.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 19th day of FEBRUARY, 2014.

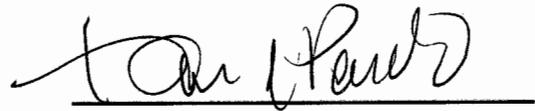
APPROVED:


THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

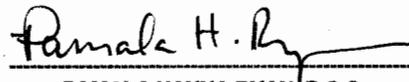
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 2/19/14

RESOLUTION NO. 15-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN EXCHANGE AGREEMENT FOR REAL PROPERTY BETWEEN THE CITY OF RIVIERA BEACH, JSF YACHTSMAN, INC., AND GERALD PROPERTIES, LLC, IN ORDER TO INCREASE PUBLIC ACCESS TO THE MUNICIPAL MARINA AND ENHANCE THE REDEVELOPMENT POTENTIAL OF THE MARINA DISTRICT, IN ACCORDANCE WITH THE MARINA DISTRICT MASTER PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE EXCHANGE AGREEMENT FOR REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Marina District Master Plan on February, 27, 2013; and

WHEREAS, the Planning & Zoning Board met on October 24, 2013 to review the Marina Phase One Site Plan and unanimously recommended project approval to the City Council; and

WHEREAS, on November 13, 2013, the Community Redevelopment Agency Board of Commissioners unanimously approved the Marina Phase One Site Plan; and

WHEREAS, the City Council found that the proposed Marina District Phase One Site Plan was consistent with the adopted City of Riviera Beach Comprehensive Plan, Community Redevelopment Plan and the Marina District Master Plan and approved the Marina District Phase One Site Plan on February 5, 2014; and

WHEREAS, the exchange of property is necessary to fully implement and execute the approved Marina District Phase One Site Plan; and

WHEREAS, the Exchange Agreement For Real Property, attached as "Exhibit 1", outlines the exchange of property between the City of Riviera Beach, JSF Yachtsman, Inc. and Gerald Properties, LLC; and

WHEREAS, execution of this Exchange Agreement For Real Property will increase public access to the Municipal Marina and also enhance the redevelopment potential of the Marina District; and

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

SECTION 1. A copy of the Exchange Agreement For Real Property is attached hereto as "Exhibit 1" and is made part of this resolution.

SECTION 2. The City Council finds that the Exchange Agreement For Real Property is consistent with the City's Comprehensive Plan, Community Redevelopment Plan, Marina District Master Plan and Marina District Phase One Site Plan.

SECTION 3. The City Council hereby approves and authorizes the Mayor and City Clerk to execute the Exchange Agreement For Real Property in its entirety.

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 the resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 19th day of February, 2014.

APPROVED:

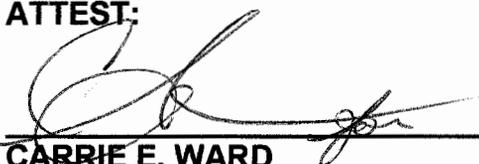


THOMAS A. MASTERS
MAYOR

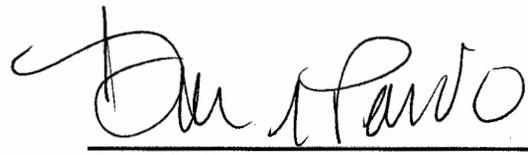


CEDRICK A. THOMAS
CHAIRPERSON

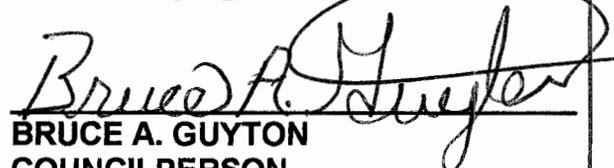
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

RESOLUTION NO. 15-14
PAGE 3 of 3



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 2/19/14

RESOLUTION NO. 16-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING A "YES" VOTE FOR PASSAGE OF THE AMENDMENT TO ARTICLE VII, SECTION 3.5 OF THE CITY'S CHARTER WHICH KEEPS CITY OWNERSHIP OF THE MUNICIPAL MARINA BUT REMOVES THE REQUIREMENT THAT THE MARINA, NEWCOMB HALL, SPANISH COURTS AND BICENTENNIAL PARK BE "OWNED, MANAGED, AND OPERATED SOLELY BY THE CITY OF RIVIERA BEACH"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, acting in accordance with a circuit court order, will place a ballot question on the March 11, 2014 election regarding redevelopment at the marina; and

WHEREAS, the City Council finds it in the best interests of the City and its residents to support passage of the charter amendment because a YES vote will facilitate economic development at the marina, fostering tourism and enhancing recreational and commercial activity at the marina.

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

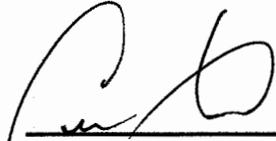
SECTION 1. That the City Council hereby supports a "YES" vote for the passage of the charter amendment relating to uses at the City's Marina. The charter amendment and charter ballot question are attached hereto as Exhibit A.

SECTION 2. That this resolution shall take effect immediately upon its passage and approval by the City Council.

APPROVED:



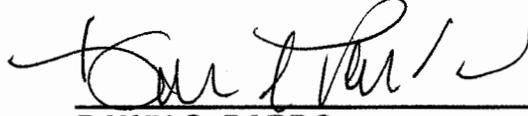
THOMAS A. MASTERS
MAYOR



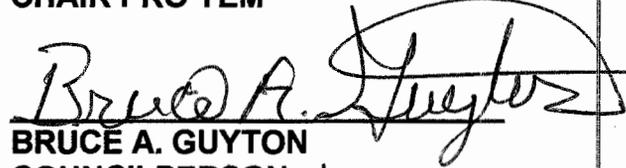
CEDRICK A. THOMAS
CHAIRPERSON



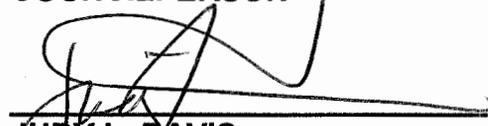
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS AYE

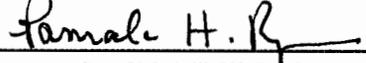
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 2/19/14

Exhibit A

REFERENDUM
CHARTER AMENDMENT QUESTION

**Charter amendment keeping City ownership of the municipal marina
but removing certain requirements and restrictions**

In November 2010, an amendment to the Charter was approved, requiring the marina, marina properties, Newcomb Hall, Spanish Courts, and Bicentennial Park be owned, managed, and operated solely by the City of Riviera Beach. It also restricted the use of the marina and associated submerged lands. Shall the City Charter section "City Marina Property" be amended to remove the above requirements and restrictions imposed in November 2010, while keeping City ownership of the municipal marina?

Yes _____
No _____

THE ACTUAL CHARTER AMENDMENT LANGUAGE CHANGE

If the above ballot question is approved, Article VII, section 3.5 entitled "City Marina Property," of the City's Charter would be amended to as follows (underline means added; ~~stricken through~~ means deleted).

Section 3.5. City Marina Property.

The city's municipal marina shall not be sold. However, the city council may enter into management, license or lease agreements with marina users and/or outside operators for a term of not more than 50 years in order to facilitate marina activities, use or operations ~~and to provide that the use of dedicated submerged public lands be limited to municipal park and recreational purposes according to the terms State of Florida Dedicacion No. 24438-A (2725-50) by the Board of Trustees of the Internal Improvement Fund, to include the Marina and public Municipal Marina properties, Newcomb Hall, Bicentennial Park, and Spanish Courts shall be owned, managed, and operated solely by the City of Riviera Beach for municipal and public uses; the use of the marina shall not be changed to industrial commercial, to include an industrial commercial boat repair operation.~~ This provision may be implemented by ordinance adopted by the City Council.