

RESOLUTION NO. 01-15

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 MAINTENANCE MEMORANDUM OF AGREEMENT (MMA) BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD 710 (BEELINE HIGHWAY) PERIMETER WALL IN PHASES B AND C AS WELL AS LANDSCAPING FROM AUSTRALIAN AVENUE TO OLD DIXIE HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Florida Department of Transportation (FDOT) is completing the design phase for the reconstruction and to State Road 710 (Beeline Highway); and

**WHEREAS**, the City is required to maintain City requested landscape improvements from Australian Avenue to Old Dixie Highway through the execution of a Maintenance Memorandum of Agreement (MMA); and

**WHEREAS**, the City is required to maintain the City requested decorative perimeter wall that will be constructed in phase B (Congress Avenue to Australian Avenue) and phase C (Australian Avenue to Old Dixie Highway) through the execution of a Maintenance Memorandum of Agreement (MMA); and

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

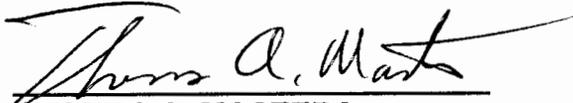
**SECTION 1.** The City Council hereby approves the Maintenance Memorandum of Agreement between the City and FDOT to maintain State Road 710 (Beeline Highway) landscaping and perimeter wall improvements.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the Maintenance Memorandum of Agreement for landscape and perimeter wall improvements with the Florida Department of Transportation.

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

**PASSED and APPROVED** this 7th day of JANUARY, 2015.

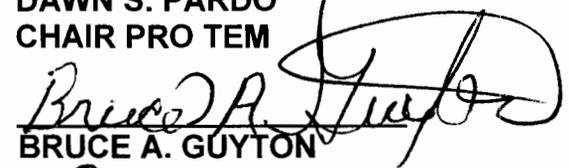
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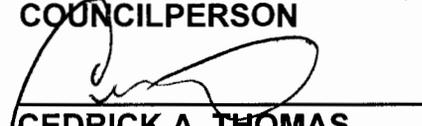
  
THOMAS A. MASTERS  
MAYOR

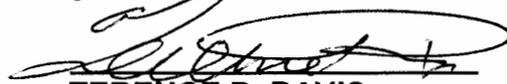
  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST.  
  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

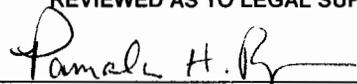
J. DAVIS AYE

D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 1/7/15

RESOLUTION NO. 02-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE AND TRANSFER OF RETIRED K-9 POLICE DOG "DASTY" IN THE AMOUNT OF \$500.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Police K-9 Dog Dasty, an 8 ½ year old Belgian Malinois dog, served the Riviera Beach Police Department with distinction; and

**WHEREAS**, K-9 Dog Dasty shall be retired from service as a member of the Riviera Beach Police Department; and

**WHEREAS**, K-9 Dasty shall be removed from the inventory of the Police Department by sale and transfer of ownership; and

**WHEREAS**, The City Council accepts the recommendation of staff and approve the retirement and transfer of this City property.

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

**SECTION 1:** The City Council authorizes the sale and transfer of City property, specifically, one Belgian Malinois dog known as Dasty.

**SECTION 2:** The City Council accepts the terms and conditions as promulgated in the Bill of Sale, which is attached hereto and made a part of this Resolution.

**SECTION 3:** The City Council authorizes execution of the Bill of Sale

**RESOLUTION NO. 02-15**  
**PAGE 2**

transferring ownership, care, maintenance, and all obligations associated with K-9 Dasty.

**SECTION 4:** This Resolution shall take effect immediately upon its approval.

**PASSED AND ADOPTED this 7th day of JANUARY, 2015.**

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APPROVED:

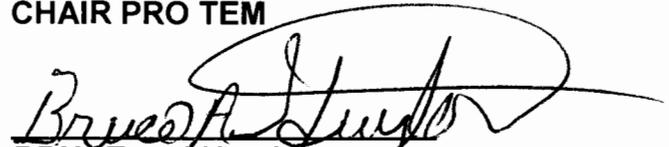
  
THOMAS A. MASTERS  
MAYOR

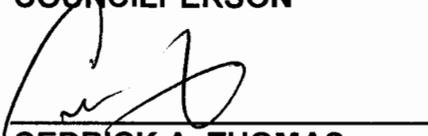
  
JUDY L. DAVIS  
CHAIRPERSON

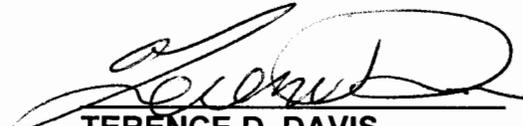
ATTEST:

  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS AYE

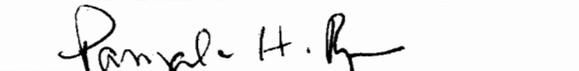
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/07/15

**RESOLUTION NO. 04-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SETTLEMENT OF CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 3301 AND 3100 BROADWAY, RIVIERA BEACH, FLORIDA, FOR \$120,300.00 AS COMPLETE SETTLEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED SETTLEMENT AGREEMENT; AUTHORIZING THE CITY CLERK TO ISSUE RELEASES OF LIENS FOR SAID PROPERTY AFTER CERTAIN CONDITIONS HAVE BEEN MET; AUTHORIZING THE DIRECTOR FINANCE AND ADMINISTRATIVE SERVICES TO DEPOSIT PAYMENT INTO ACCOUNT NUMBERS 001-00-354104; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City commenced code enforcement proceedings against the Properties for code violations and obtained orders from its code enforcement special magistrate imposing fines and claims of lien against the Properties (Code Enforcement Case Nos. (CEB #) 06-013, 06-014, 10-037 and 10-38); and,

**WHEREAS**, the City authorized a process of settlement of certain code enforcement liens for a limited period of time by establishing a Code Enforcement Lien Amnesty Program; and

**WHEREAS**, the Contract Purchaser approached the City about resolving the code enforcement liens and pending violations under the City's Code Enforcement Lien Amnesty Program so that the Properties may be brought into compliance; and,

**WHEREAS**, the City has determined that resolution of the aforementioned liens and pending violations in order for the Contract Purchase to bring the property into compliance serves a valid public purpose and is in the best interests of the City; and,

**WHEREAS**, the Contract Purchaser agrees to pay the City 5% of the total outstanding liens as outlined in the City approved Code Enforcement Lien Amnesty Program.

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

**SECTION 1.** The City Council approves the attached Settlement Agreement.

**RESOLUTION NO. 04-15**  
**PAGE 2**

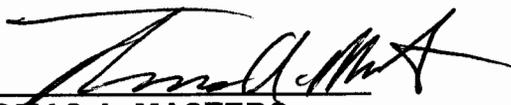
**SECTION 2.** The City Council authorizes the Mayor and the City Clerk to execute the Settlement Agreement.

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

**PASSED and APPROVED this 7<sup>th</sup> day of JANUARY, 2015.**

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APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

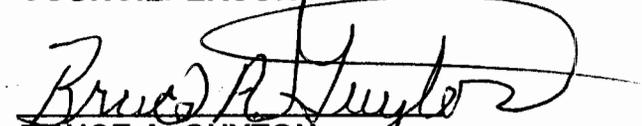
  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

J. DAVIS AYE

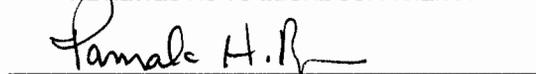
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/7/15

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (“Settlement Agreement”) is made this 7th day of January, 2015, by and among the City of Riviera Beach, a Florida municipal corporation (“City”), the Estate of Christos Giovanis and Yovains Enterprises, Inc. and East Coast Property Investment, LLC (“Contract Purchaser”), as owner(s) of the Properties identified herein (“Owner”).

This Settlement Agreement serves to resolve the existing code enforcement pending violations, fines and liens recorded against the properties located at **3301** and **3100** Broadway, Riviera Beach, Florida and legally described in **Exhibit “A”** attached hereto and incorporated herein (Property Control Numbers: 56-43-42-28-00-002-0020 and 56-43-42-28-00-001-0120) (“Properties”).

**WHEREAS**, the City commenced code enforcement proceedings against the Properties for code violations and obtained orders from its code enforcement special magistrate imposing fines and claims of lien against the Properties (Code Enforcement Case Nos. (“CEB #”) 06-013, 06-014, 10-037 and 10-38); and,

**WHEREAS**, the Properties have not been brought into compliance with the Special Magistrate's orders for CEB # 10-37 and 10-38 and fines continue to accrue on the Properties; and,

**WHEREAS**, the Contract Purchaser has approached the City about resolving the code enforcement fines, liens, and pending violations so that the Properties may be purchased and brought into compliance; and,

**WHEREAS**, the City has determined that resolution of the aforementioned fines, liens, and pending violations in order for the Contract Purchaser to purchase the Properties and to bring the Properties into compliance serves a valid public purpose and is in the best interests of the City.

**NOW, THEREFORE**, in consideration of the mutual promises and consideration set forth herein, the sufficiency of which is acknowledged by each party, the City, the Owner and Contract Purchaser agree as follows:

1. The foregoing recitals are incorporated into this Settlement Agreement as if set forth in their entirety.
2. This Settlement Agreement is subject to the approval of the City Council of the City of Riviera Beach.
3. This Settlement Agreement is made for the sole purpose of addressing the code enforcement liens, fines and pending violations and is not a development order or a re-zoning. Nothing in this Settlement Agreement shall be construed as official action the by the City under

section 723.083, Florida Statutes.

4. If approved by the City Council, this Settlement Agreement shall be recorded in the Official Records in and for Palm Beach County and shall constitute notice to all creditors of the Contract Purchaser and subsequent purchasers, successors in interest or assigns of Contract Purchaser regarding the status of the City's fines, liens and pending code violations on the Properties for CEB # 06-013, 06-014, 10-037 and 10-038 and for all other purposes stated herein.

5. On November 20, 2014, the City and Owner presented stipulated orders to the City's special magistrate to impose liens for the fines that are accruing in CEB # 10-37 and 10-38. A copy of the executed stipulated orders is attached hereto as **Exhibit "B"**.

6. On January 7, 2015, this Settlement Agreement will be presented to the City Council for its consideration.

7. If this Settlement Agreement is approved, the Contract Purchaser must pay \$120,000 to the City at the time of closing on the Properties.

8. By February 11, 2015, the Contract Purchaser must close on the Properties and become the lawful owner of the Properties. The City shall have the option to terminate this Settlement Agreement should the closing of the Properties not conclude by no later than February 28, 2015. In such event, the parties shall be relieved of all responsibility under this Settlement Agreement, and the City shall have the right to enforce its code enforcement liens, fines, and/or any pending code violations in accordance with Florida law.

9. Upon closing on the Properties, the Contract Purchaser will immediately commence legally obtaining full possession and control of the Properties and all actions necessary and consistent with all applicable laws to bring the Properties into compliance with the City's code of ordinances including without limitation: fumigating (as applicable) and demolishing all structures on the Properties through a licensed demolition contractor; obtaining all necessary reports and permits for the demolitions and/or related repairs; removal of all trash, debris, concrete, asphalt, asbestos, all expired landscaping and vegetation and any other items, equipment or rubbish so that the Properties are rendered vacant lots. The Contract Purchaser is not required to demolish or remove healthy and existing trees and ground cover (as defined in the City's code of ordinances) at the Properties. However, invasive or exotic trees as identified in the City's code of ordinances shall be removed. Any existing fences on the Properties shall not be demolished or removed and shall be repaired and maintained by the Contract Purchaser. Regardless of the actual or final cost, the Contract Purchaser agrees to pay for all costs of demolition and clearing of the Properties which is part of the parties' specific consideration for this Settlement Agreement in order to render the Properties vacant lots. The Contract Purchaser agrees to use its best efforts and due diligence to accomplish the foregoing actions without unnecessary delay.

10. While undertaking the actions set forth in Paragraph 9, the Contract Purchaser shall maintain the Properties to prevent further deterioration, which shall include monthly mowing; monthly trimming of all trees and vegetation; promptly addressing any issues with sand, dirt, and dust from being blown around and/or off the Properties; and, promptly removing any litter, debris or rubbish. The Contract Purchaser shall also provide to the City Manager a monthly written status report on all actions being taken by the Contract Purchaser to accomplish its obligations in Paragraph 9, above.

11. Upon completion of all actions set forth in Paragraph 9, above, the Contract Purchaser shall maintain the Properties in accordance with the City's code of ordinances and maintain the Properties free and clear of all litter, debris, and rubbish. The Contract Purchaser shall also install and maintain ground cover where it does not exist after the demolitions are completed to prevent sand, dirt, and dust from being blown around and/or off the Properties. If the Contract Purchaser installs other landscaping beyond ground cover at the Properties, such installed landscaping shall be maintained in a good healthy condition consistent with the City's code of ordinances. The Contract Purchaser shall be responsible for mowing, weeding and/or maintaining the ground cover at the Properties and removing any other vegetation and/or weeds which grow at the Properties at least once per month including also the trimming of trees and removal of any litter, debris or rubbish.

12. Upon the completion of the Contract Purchaser's obligations set forth above including, but not limited to, the demolition at the Properties and installation of ground cover at the Properties, the City shall execute and provide to the Contract Purchaser a full release of the code enforcement liens, fines and/or pending violations (as applicable) on the Properties for CEBs # 06-013, 06-014, 10-037 and 10-038.

13. If the Contract Purchaser fails to satisfy any of its obligations herein, the City shall not be required to execute or provide a full release of the code enforcement liens, fines and/or pending violations. However, fines accruing under CEB # 10-037 and 10-038 will cease to accrue during the time from when this Settlement Agreement is approved until such time as there is a breach of this Settlement Agreement.

14. The Contract Purchaser understands this Settlement Agreement is limited to the code enforcement fines, liens, and pending violations and does not address any City utility or special assessment liens that may exist on the Properties. All City utility and special assessment liens must be paid in full.

15. The City shall be responsible for recording this Settlement Agreement and the Contract Purchaser shall be responsible for recording any releases of liens in the public records in and for Palm Beach County.

16. The Contract Purchaser understands and agrees that at all times the Properties must be maintained in accordance with the City's code of ordinances. Prior to the demolition, the Contract Purchaser must maintain the Properties in their current state without allowing any new code

violations to arise beyond the pending landscape and commercial property standards violations under CEB # 10-037 and 10-038. If the Properties are not maintained in their current state prior to demolition, the Properties may be subject to new code enforcement proceedings. After the demolition and installation of the ground cover as required herein, if the Properties are not maintained (in whole or in part) consistent with this Settlement Agreement and with all of the requirements of the City's Code of Ordinances (as amended from time to time), the Properties may be subject to new code enforcement proceedings for any and all violations that arise after the date of demolition and installation of the ground cover.

17. In addition to code enforcement proceedings, if at any time the Properties are not maintained as required herein, the City may send notice to the Contract Purchaser of the failure to maintain. The Contract Purchaser shall have ten (10) days after receipt of the notice of failure to maintain to bring the Properties into compliance. If the Properties are not brought into compliance, the City and/or its contractor(s) may enter the Properties and bring the Properties into compliance. All costs of such maintenance shall be the responsibility of the Contract Purchaser and the Contract Purchaser shall reimburse the City for any and all costs it or its contractor(s) to bring the Properties into compliance.

18. If the Contract Purchaser fails to satisfy all of its obligations set forth herein, the City shall be entitled to any and all remedies to enforce the code enforcement liens, fines, and/or any pending code violations, including, but not limited to, pursuing a breach of contract action and/or a foreclosure action against the Properties. In the event the City pursues the enforcement of the code enforcement liens, fines and/or any pending code violations, the Contract Purchaser further agrees to indemnify the City from and pay the City for all reasonable costs of collection, including all reasonable attorney's fees associated with said enforcement (whether at trial or appellate level). The Contract Purchaser agrees to waive any and all rights it may have to contest or challenge the \$120,000 paid to the City as such amount has been expressly agreed to by the parties as part of the consideration for this Settlement Agreement.

19. Except as expressly stated herein, the parties to this Settlement Agreement agree to bear their own attorney's fees and costs relating to the issues pertaining to or resolved by this Settlement Agreement.

20. Each party binds itself and its partners, successors, executors, administrators, future council members and assigns to the other parties of this Settlement Agreement and to the partners, successors, executors, administrators, future council members and assigns of such other parties, in respect to all covenants, provision or obligation of this Settlement Agreement.

21. If any legal action or other proceeding is brought for the enforcement of this Settlement Agreement, or because of an alleged dispute, breach, default of misrepresentation in connection with any provision of this Settlement Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded

costs (including, without limitation all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

22. This Settlement Agreement shall be construed in accordance with the laws of the State of Florida, as applicable and venue for any action relating to this Settlement Agreement shall be in Palm Beach County, Florida.

23. If any term or provision of this Settlement Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected, and every other term and provision of this Settlement Agreement shall be deemed valid and enforceable to the extent permitted by law.

24. The parties agree that this Settlement Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Settlement Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by all the parties hereto.

25. This Settlement Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. It is understood and agreed by the parties that this Settlement Agreement does not constitute an admission by either party of any allegation in the lawsuit or related to the lawsuit or of any violation of any laws, ordinances, rules, policies or regulations.

26. To the extent allowed by Florida law, the Contract Purchaser shall indemnify, hold harmless, and protect the City, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from this Settlement Agreement. The Contract Purchaser shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Settlement Agreement. Nothing contained in this paragraph shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties have caused their hand and seal to be set on this Settlement Agreement on the date first written above.

**CITY OF RIVIERA BEACH**

BY: [Signature]  
THOMAS A. MASTERS  
MAYOR

ATTEST:

APPROVED AS TO  
LEGAL SUFFICIENCY

BY: [Signature]  
CLAUDENE ANTHONY, CMC,  
INTERIM CITY CLERK

BY: [Signature]  
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY  
Date: 1/7/15

**CONTRACT PURCHASER**

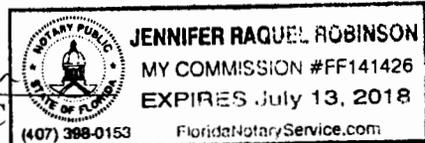
BY: [Signature]  
Chris Heine Jr., Manager

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 6 day of January 2015, by Chris Heine Jr, who is personally known or has produced identification (type of identification produced \_\_\_\_\_).

[Signature]  
NOTARY PUBLIC



**OWNER**

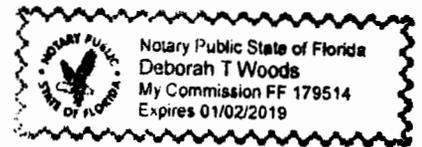
BY: Wayne M. Richards, B.E.C.Y.  
YOVANIS ENTERPRISES, INC.  
\_\_\_\_\_, President

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 7<sup>th</sup> day of January 2015, by Wayne M. Richards, who is personally known or has produced identification (type of identification produced \_\_\_\_\_).

Deborah T. Woods  
NOTARY PUBLIC



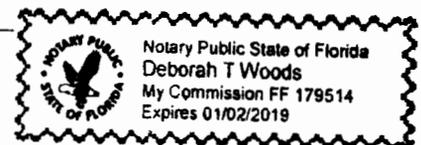
**OWNER**

BY: Wayne M. Richards, P. REP OF THE ESTATE OF  
CHRISTOS GIOVANIS

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 7<sup>th</sup> day of January 2015, by Wayne M. Richards, who is personally known or has produced identification (type of identification produced \_\_\_\_\_).

Deborah T. Woods  
NOTARY PUBLIC



## EXHIBIT A

### Parcel 1:

Beginning at a point 25 feet North of and 27 feet East of the point of intersection of the South line of the North 1/2 of Government Lot 2, Section 28, Township 42 South, Range 43 East, with a line running with U.S. Highway #1 (Broadway or S.R. #5) known as the Potter Line and being 27 feet West of the Easterly right-of-way of said U.S. # 1; thence Easterly for 664.23 feet ±; thence Southerly for 50 feet; thence Easterly for 160.45 feet ± to the Westerly right-of-way line of Avenue A; thence along said Westerly right-of-way line for 227.52 feet ±; thence Westerly for 736.7 feet ± to the Easterly right-of-way line of U.S. #1; thence Southerly with the Easterly right-of-way line of U.S. #1 for 160.14 feet ±; to the point of beginning. Said lands being in Palm Beach County, Florida, and containing 3.15 acres, more or less.

### Parcel 2:

A parcel of land in Government Lots 1 and 2, Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, bounded as follows: on the North by line parallel to and 1285 feet Southerly from measured at right angles to the North line of said Government Lot 1; on the South by a line parallel to and 1435 feet Southerly from measured at right angles to the North line of Government Lot 1, and on the West by the west line of said Government Lots 1 and 2 and on the East by the westerly right of way line of State Road #4 (U.S. Highway #1), the above tract being 150 feet in width, North and South (measured at right angles between parallel lines), the Northerly 25 feet, more or less, being in said Government Lot 1, and the remainder being in said Government Lot 2; (LESS lands as conveyed for right-of-way, described in Deed Book 803, Page 262). Said lands being in Palm Beach County, Florida.

AND

A tract of land in Government Lot 1, Section 28, Township 42 South, Range 43 East, Palm Beach County; Florida, bounded as follows: on the North, by a line parallel to, and 1085 feet Southerly from measured at right angles to, the North line of said Government Lot 1; on the South, by a line parallel to and 1285 feet Southerly from, measured at right angles to, the North line of said Government lot 1; on the West, by the West line of said Government lot 1; and on the East, by the Westerly right-of-way line of State Road No. 5 (U.S. Highway # 1), formerly State Road No. 4, the above described tract being 200 feet in width, North and South (measured at right angles between parallel lines), all of said tract being in said Government lot 1. Said lands being in Palm Beach County, Florida.

Record and Return To:  
City Clerk  
City Of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Fl 33404

Property Address: 3301 Broadway  
PCN: 56-43-42-28-00-001-0120  
Legal Description of Property: 28-42-43, S 225.8 FT OF GOV LT 1 & N 124.2 FT OF N1/2 of GOV LT 2 LYG W OF SR 5 (LESS RD R/W)

THE CITY OF RIVIERA BEACH,  
Petitioner,

Case No.: CEB10-038

v.

CHRISTOS GIOVANIS,  
Respondent(s)

CITY OF RIVIERA BEACH SPECIAL MAGISTRATE  
AGREED ORDER CERTIFYING FINE AND IMPOSING LIEN

THIS MATTER, having come before the City of Riviera Beach Special Magistrate on the 20<sup>th</sup> day of November, 2014, on the agreed motion of the City of Riviera Beach and the Respondent, to certify the fines that have accrued under the Final Order of the Special Magistrate dated June 17, 2010 and impose a lien for failure to comply with the Final Order. After due notice to Respondent and in accordance with Section 162.09, Florida Statutes, the Special Magistrate having heard from the City, Respondent's attorney and having reviewed the evidence and the Final Order in this matter, makes the following findings of fact, conclusion of law and order as follows:

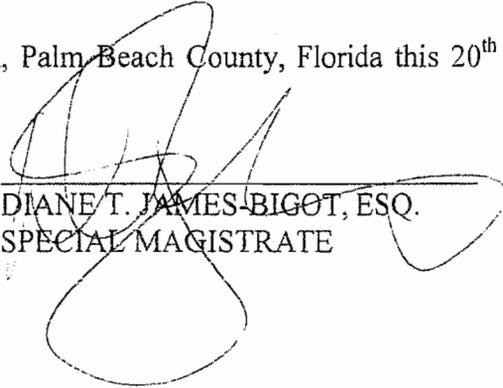
- A. The Special Magistrate issued a Final Order finding the Respondent in repeat violation of Code Section 31-600 (landscaping) and Code Section 10-15 (commercial property standards) at the above referenced property and ordering a fine of \$250 per day to accrue from February 24, 2010 until the repeat violations were brought into compliance. The Special Magistrate also ordered the Respondent to pay an administrative fee of \$250.
- B. The Respondent(s) failed to comply with the terms of the Final Order.
- C. That since February 24, 2010, **1730** days of non-compliance have accrued.
- D. It is therefore concluded as the Order of the Special Magistrate that:
  1. The Respondent is fined the sum of: **Four Hundred Thirty-Two Thousand, Five Hundred Dollars (\$432,500)** as of November 20, 2014 for the accrued days of non-compliance(s).

2. The fine shall continue to accrue at the rate of \$250 per day until such time as the Respondent has complied with said Final Order.
3. The City Clerk of the Riviera Beach is hereby directed to file and record this Order in the Official Records of Palm Beach County, Florida, which shall constitute a lien against any personal and the real property owned by the Respondent including, without limitation, the property identified herein and as provided in section 162.09, Florida Statutes. The City Attorney is authorized to proceed with the enforcement and collection of same as provided by law.
4. The Respondent has also failed to pay the administrative fee of \$250 due under the Final Order. The Respondent must immediately pay that amount to the City or said amount will become a part of the lien upon the recording of this Order.
5. This Order may be appealed within thirty (30) days to the Circuit Court.

**LIEN AND FORECLOSURE NOTICE**

**PLEASE BE ADVISED THAT THIS LIEN SHALL BE RECORDED IN THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA, AND MAY BE FORECLOSED BY THE CITY OF RIVIERA BEACH IF NOT PAID IN FULL WITHIN NINETY DAYS.**

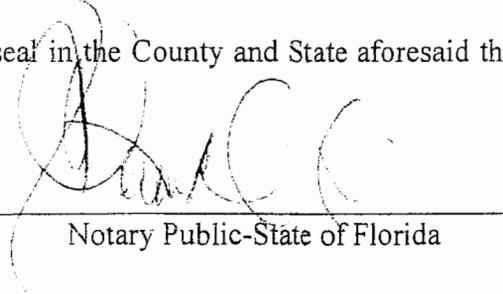
Done and Ordered in Riviera Beach, Palm Beach County, Florida this 20<sup>th</sup> day of November, 2014.

  
DIANE T. JAMES-BIGOT, ESQ.  
SPECIAL MAGISTRATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DIANE T. JAMES-BIGOT, ESQUIRE, Special Magistrate, known to me to be the person described therein, and who executed the foregoing instrument and acknowledged before me that she executed same.

WITNESS my hand and official seal in the County and State aforesaid this 20 day of November, 2014.

  
Notary Public-State of Florida

Record and Return To:  
City Clerk  
City Of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Fl 33404

**Property Address:** 3100 Broadway  
**PCN:** 56-43-42-28-00-002-0020  
**Legal Description of Property:** 28-42-43, N 160 FT OF S 185 FT OF N ½ OF GOV LT 2 LYG  
BET SR 5 & AVE A & SLY 25 FT OF E 150 FT OF N ½ OF  
GOV LT 2 & N 25 FT OF E 160.45 FT OF S ½ OF GOV LT 2  
W OF AVE A

**THE CITY OF RIVIERA BEACH,**  
Petitioner,

Case No.: CEB10-037

v.

**YOVANIS ENTERPRISES, INC.,**  
Respondent(s)

**CITY OF RIVIERA BEACH SPECIAL MAGISTRATE**  
**AGREED ORDER CERTIFYING FINE AND IMPOSING LIEN**

THIS MATTER, having come before the City of Riviera Beach Special Magistrate on the 20<sup>th</sup> day of November, 2014, on the agreed motion of the City of Riviera Beach and the Respondent, to certify the fines that have accrued under the Final Order of the Special Magistrate dated June 17, 2010 and impose a lien for failure to comply with the Final Order. After due notice to Respondent and in accordance with Section 162.09, Florida Statutes, the Special Magistrate having heard from the City, Respondent's attorney and having reviewed the evidence and the Final Order in this matter, makes the following findings of fact, conclusion of law and order as follows:

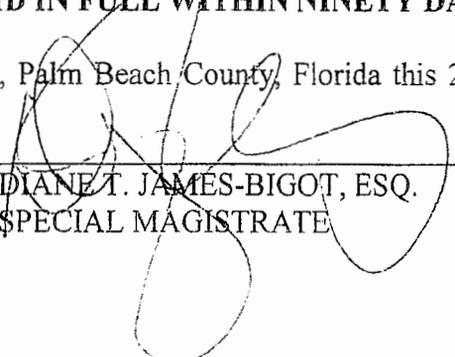
- A. The Special Magistrate issued a Final Order finding the Respondent in repeat violation of Code Section 31-600 (landscaping) and Code Section 10-15 (commercial property standards) at the above referenced property and ordering a fine of \$250 per day per repeat violation to accrue from February 24, 2010 until each of the repeat violations were brought into compliance. The Special Magistrate also ordered the Respondent to pay an administrative fee of \$250.
- B. The Respondent(s) failed to comply with the terms of the Final Order.
- C. That since February 24, 2010, 1730 days of non-compliance have accrued for each repeat violation.
- D. It is therefore concluded as the Order of the Special Magistrate that:

1. The Respondent is fined the sum of: **Eight Hundred Sixty-Five Thousand Dollars (\$865,000)** as of November 20, 2014 for the accrued days of non-compliance(s) for the repeat violations.
2. The fine shall continue to accrue at the rate of \$250 per day per repeat violation until such time as the Respondent has complied with said Final Order.
3. The City Clerk of the Riviera Beach is hereby directed to file and record this Order in the Official Records of Palm Beach County, Florida, which shall constitute a lien against any personal and the real property owned by the Respondent including, without limitation, the property identified herein and as provided in section 162.09, Florida Statutes. The City Attorney is authorized to proceed with the enforcement and collection of same as provided by law.
4. The Respondent has also failed to pay the administrative fee of \$250 due under the Final Order. The Respondent must immediately pay that amount to the City or said amount will become a part of the lien upon the recording of this Order.
5. This Order may be appealed within thirty (30) days to the Circuit Court.

**LIEN AND FORECLOSURE NOTICE**

**PLEASE BE ADVISED THAT THIS LIEN SHALL BE RECORDED IN THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA, AND MAY BE FORECLOSED BY THE CITY OF RIVIERA BEACH IF NOT PAID IN FULL WITHIN NINETY DAYS.**

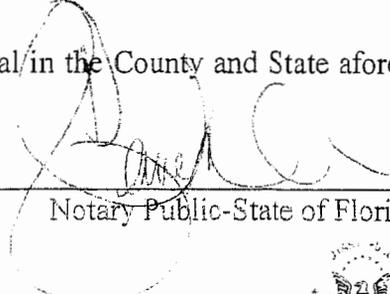
Done and Ordered in Riviera Beach, Palm Beach County, Florida this 20<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
DIANE T. JAMES-BIGOT, ESQ.  
SPECIAL MAGISTRATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DIANE T. JAMES-BIGOT, ESQUIRE, Special Magistrate, known to me to be the person described therein, and who executed the foregoing instrument and acknowledged before me that she executed same.

WITNESS my hand and official seal in the County and State aforesaid this 20 day of November, 2014.

  
\_\_\_\_\_  
Notary Public-State of Florida



JEWELDINE DANFORD DRIVER  
MY COMMISSION # EE 182407  
EXPIRES April 5, 2016  
Renewed Thru Budget Notary Service

RESOLUTION NO. 05-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LIBRARY DIRECTOR TO APPLY FOR AND ACCEPT A PUBLIC LIBRARY CONSTRUCTION GRANT THROUGH THE STATE LIBRARY AND INFORMATION SERVICES DIVISION OF FLORIDA IN AN AMOUNT NOT TO EXCEED \$500,000.00; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET PROVIDED THE CONSTRUCTION PROJECT IS AWARDED; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the State Library and Information Services Division of Florida has established a Public Library Construction Grants Program; and

**WHEREAS**, the City of Riviera Beach Public Library will submit an application on or before April 1 for a dollar-for-dollar match of the grant amount up to \$500,000; and

**WHEREAS**, the Florida Legislature determines the amount appropriated annually for the program; and

**WHEREAS**, the construction of a new library facility was identified in the Library's Strategic Plan 2014-2017; and

**WHEREAS**, these funds are provided to governments for the construction of a new building, land acquisition, expansion or remodeling of an existing facility to be used for public library services;

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

**SECTION 1.** That the City Council authorizes the Library Director to apply and accept the Public Library Construction Grant application and award funds.

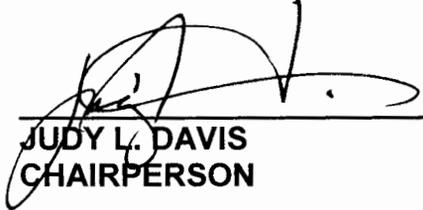
**SECTION 2.** That the City Council will authorize the Finance and Administrative Services Director to establish a budget according to the final grant award up to \$500,000.

Passed and Approved this 21 st day of JANUARY, 2015.

APPROVED:

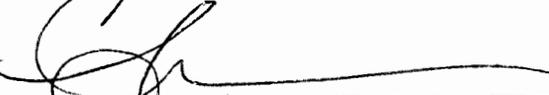


THOMAS A. MASTERS  
MAYOR



JUDY L. DAVIS  
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT

DAWN S. PARDO  
CHAIR PRO TEM



TERENCE D. DAVIS  
COUNCILPERSON



BRUCE A. GUYTON  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

J. DAVIS AYE

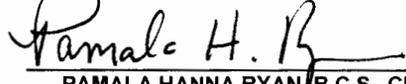
D. PARDO ABSENT

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 1/21/15

**RESOLUTION NO. 06-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW FORD F-250 REGULAR CAB PICKUP TRUCK WITH A UTILITY BODY, A NEW FORD F-250 REGULAR CAB PICKUP TRUCK, A NEW CHEVROLET TAHOE 4WD, AND A NEW CHEVROLET SUBURBAN 1500 4WD FROM ALAN JAY IN THE AMOUNTS OF \$27,015, \$22,024, \$38,561 AND \$56,547 RESPECTIVELY BY PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 14-22-0904; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1123-534-0-6451 FOR THE PURCHASE IN THE AMOUNT OF \$144,147; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, beginning FY 2014/2015 the Public Works Department is responsible for vehicle acquisitions for all departments with the exception of the Fire Department, Police Department and Utility District; and

**WHEREAS**, Public Works goal is to replace aged and high maintenance vehicles in an effort to reduce overall maintenance costs while providing safer more fuel efficient vehicles to drive; and

**WHEREAS**, the department desires to purchase a new Ford F-250 regular cab pickup truck with a utility body, a new Ford F-250 regular cab pickup truck, a new Chevrolet Tahoe 4WD and a new Chevrolet Suburban 4WD to either replace an existing vehicle or add to the City's fleet.

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

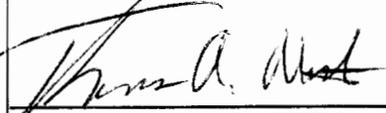
**SECTION 1.** That the City Council authorizes the purchase a new Ford F-250 regular cab pickup truck with a utility body, a new Ford F-250 regular cab pickup truck, a new Chevrolet Tahoe 4WD and a new Chevrolet Suburban 4WD from Alan Jay by piggybacking the Florida Sheriffs Association Contract number 14-22-0904.

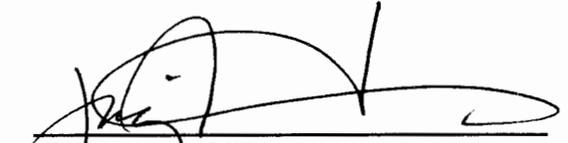
**SECTION 2.** The Director of Finance and Administrative Services is authorized to make payment for same from account number 001-1123-534-0-6451 in the amount of \$144,147.

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

PASSED and APPROVED this 21st day of JANUARY, 2015.

APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

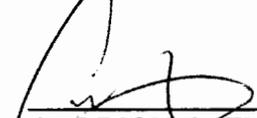
  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT

\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

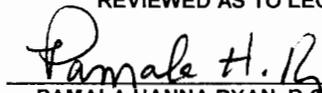
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, B.S., CITY ATTORNEY

DATE: 1/21/15

RESOLUTION NO. 07-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF THREE NEW FORD FUSIONS, TWO NEW FORD ESCAPES, SIX NEW FORD F-150S AND A NEW FORD EXPLORER 4WD FROM DON REID FORD IN THE AMOUNTS OF \$55,749, \$37,056, \$111,852 AND \$26,506 RESPECTIVELY BY PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 14-22-0904; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1123-534-0-6451 FOR THE PURCHASE IN THE AMOUNT OF \$231,163; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, beginning FY 2014/2015 the Public Works Department is responsible for vehicle acquisitions for all departments with the exception of the Fire Department, Police Department and Utility District; and

**WHEREAS**, Public Works goal is to replace aged and high maintenance vehicles in an effort to reduce overall maintenance costs while providing safer more fuel efficient vehicles to drive ; and

**WHEREAS**, the department desires to purchase three new Ford Fusions, two new Ford Escapes, six new Ford F-150s and a new Ford Explorer 4WD to either replace an existing vehicle or add to the City's fleet.

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

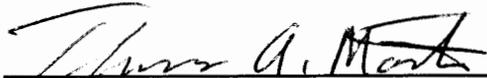
**SECTION 1.** That the City Council authorizes the purchase three new Ford Fusions, two new Ford Escapes, six new Ford F-150s and a new Ford Explorer 4WD from Don Reid Ford by piggybacking the Florida Sheriffs Association Contract number 14-22-0904.

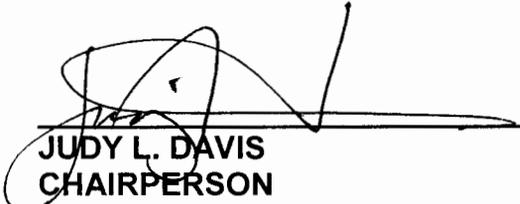
**SECTION 2.** The Director of Finance and Administrative Services is authorized to make payment for same from account number 001-1123-534-0-6451 in the amount of \$231,163.

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

**PASSED and APPROVED** this 21st day of JANUARY, 2015.

APPROVED:

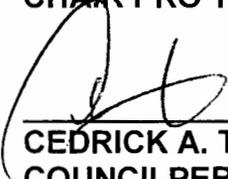
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

**ABSENT**  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

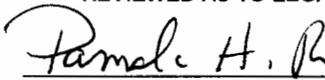
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/20/15

RESOLUTION NO. 08-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE TWO NEW FORD F-250 CREW CAB (4x4) PICKUP TRUCKS FROM DUVAL FORD BY PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 14-22-0904 IN THE AMOUNT OF \$58,916; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1123-534-0-6451 FOR THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, beginning FY 2014/2015 the Public Works Department is responsible for vehicle acquisitions for all departments with the exception of the Fire Department, Police Department and Utility District; and

**WHEREAS**, Public Works goal is to replace aged and high maintenance vehicles in an effort to reduce overall maintenance costs while providing safer more fuel efficient vehicles to drive; and

**WHEREAS**, the department desires to purchase two new Ford F-250 (4x4) crew cab pickup trucks to either replace an existing vehicle or add to the City's fleet.

**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 purchase two new Ford F-250 Crew Cab (4x4) pickup trucks from Duval Ford by piggybacking the Florida Sheriffs Association Contract number 14-22-0904.

**SECTION 2.** The Director of Finance and Administrative Services is authorized to make payment for same from account number 001-1123-534-0-6451 in the amount of \$58,916.

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

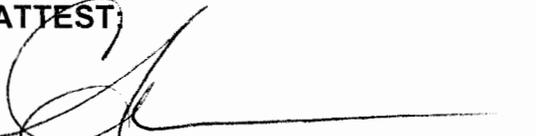
**PASSED and APPROVED** this 21st day of JANUARY, 2015.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT

DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
BRUCE A. GUYTON  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

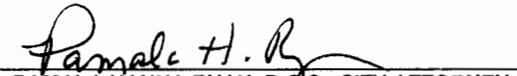
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/20/15

**RESOLUTION NO. 09-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE A NEW ALTEC AT40-G AERIAL BUCKET TRUCK FROM ALTEC, INC. BY PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NUMBER 31014 IN THE AMOUNT OF \$98,310; ACCEPTING THE TRADE IN AMOUNT OF \$54,000 FOR THE CITY'S ALTEC AT37-G FROM ALTEC, INC; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR THE DIFFERENCE FROM ACCOUNT NUMBER 001-1123-534-0-6451 IN THE AMOUNT OF \$44,310; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, beginning FY 2014/2015 the Public Works Department is responsible for vehicle acquisitions for all departments with the exception of the Fire Department, Police Department and Utility District; and

**WHEREAS**, Public Works has a bucket truck that does not meet the operational needs of the department; and

**WHEREAS**, the department desires to trade in the existing bucket truck and purchase a new bucket truck that offers more versatility and functionality.

**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 purchase a new Altec AT40-G aerial bucket truck from Altec, Inc. by piggybacking the National Joint Powers Alliance Contract number 31014.

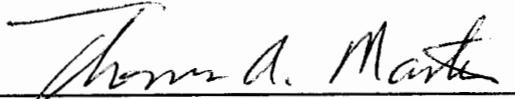
**SECTION 2.** The City Council accepts the trade-in amount of \$54,000 from Altec, Inc. for the City's Altec AT37-G.

**SECTION 3.** The Director of Finance and Administrative Services is authorized to make payment for the difference in the purchase price and the trade in value from account number 001-1123-534-0-6451 in the amount of \$44,310.

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

PASSED and APPROVED this 21st day of JANUARY, 2015.

APPROVED:



THOMAS A. MASTERS  
MAYOR



JUDY L. DAVIS  
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT

DAWN S. PARDO  
CHAIR PRO TEM



CEDRICK A. THOMAS  
COUNCILPERSON



BRUCE A. GUYTON  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

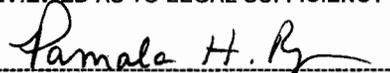
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/20/15

**RESOLUTION NO. 10-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING THE 2015 REVISED UNIFIED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County is susceptible to a variety of natural and man-made disasters as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion and flooding from severe weather events; and

**WHEREAS**, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

**WHEREAS**, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency (FEMA) approved hazard mitigation plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

**WHEREAS**, Palm Beach County's Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy; and

**WHEREAS**, the 2015 revised Local Mitigation Strategy (LMS) has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency, subject to adoption by the Palm Beach County Board of County Commissioners; and

**WHEREAS**, the LMS Steering Committee recommends the formal adoption of the 2015 Revised Local Mitigation Strategy, including planned future enhancements described therein, by the County and all 38 municipalities.

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

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** The City of Riviera Beach hereby approves and adopts the 2015 revised Unified Local Mitigation Strategy Plan in its entirety as approved by the Federal Emergency Management Agency and future revisions or modifications reviewed and approved by the Local Mitigation Strategy Steering Committee and participating jurisdictions.

**SECTION 3.** The City of Riviera Beach authorizes the appropriate City Officials to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Local Mitigation Strategy, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the Local Mitigation Strategy.

**SECTION 4.** The City of Riviera Beach will continue to support and participate in the Local Mitigation Strategy planning and implementation process as required by the Federal Emergency Management Agency, the Florida Division of Emergency Management, and the Palm Beach County Local Mitigation Strategy Steering Committee.

**SECTION 5.** The City of Riviera Beach will consider incorporating climate change concerns, sea level rise and natural hazards into the local comprehensive plan and into future reviews of flood prevention regulations and zoning codes.

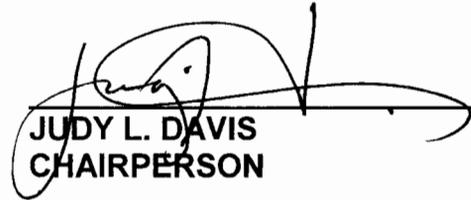
**SECTION 6.** The City Council directs the City Clerk to transmit an original of this executed Resolution to the Palm Beach County Division of Emergency Management to be forwarded for filing to the Office of the Clerk and Comptroller.

PASSED and APPROVED this 21st day of JANUARY, 2015.

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APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT

\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

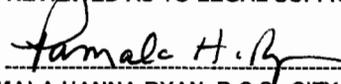
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/20/15

RESOLUTION NO. 11-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, GRANTING THE DEFERMENT OF \$172,425 IN BUILDING PERMIT FEES FOR THE RIVIERA BEACH HOUSING AUTHORITY TO CONSTRUCT A 75 UNIT SENIOR RESIDENTIAL BUILDING AND 13 RESIDENTIAL DUPLEXES AT THE FORMER IVY GREEN VILLAGE SITE TO BE KNOWN AS HERON ESTATES SENIOR FOR A PERIOD OF 11 YEARS AS PART OF THE REQUIREMENT OF THE FLORIDA HOUSING FINANCE CORPORATION'S APPLICATION PROCESS; THE ENTIRE AMOUNT OF \$172,425 WILL BE PAID TO THE CITY IN YEAR 11; AUTHORIZING STAFF TO DRAFT A REPAYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Housing Authority (RBHA) is a public agency with the mission of providing safe, decent and affordable housing for low and moderate income individuals and families, and

**WHEREAS**, RBHA seeks to improve the quality of living for senior citizens in Riviera Beach by partnering with Housing Trust Group, LLC/Mosnar Group, LLC (HTG) to develop a 75 unit 3 story senior residential building and 13 residential duplexes (26 units) at the former Ivy Green Village Site located on the west side of Congress Avenue, south of Blue Heron Boulevard to be known as Heron Estates Senior; and

**WHEREAS**, the City of Riviera Beach desires to assist RBHA in its mission to provide quality housing for seniors; and

**WHEREAS**, the total construction costs projected by the RBHA for this development is \$15,421,830 and the City estimates the building permit fees for the construction of the 75 unit 3 story senior residential building and the 13 residential duplexes (26 units) to be approximately \$407,000; and

**WHEREAS**, RBHA is applying for a tax credit with the Florida Housing Finance Corporation (FHFC) and as a part of the application process is requesting that the City grant a deferment for 11 years a portion of the building permit fees for the construction of the 75 unit 3 story senior residential building and the 13 residential duplexes (26 units) in the amount of \$172,425; and

**WHEREAS**, the deferment period would be for a period of 11 years to meet the needed \$75,000 minimum value as set out in the FHFC application, at which time the entire \$172,425 deferment amount will be paid in one lump sum to the City.

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

**SECTION 1.** The City Council hereby agrees to defer a portion of the building permit fees for the RBHA's planned 3 story senior residential building and the 13 residential duplexes (26 units) in the amount of \$172,425 for a period of 11 years.

**SECTION 2.** That the City and RBHA will enter into a repayment agreement if RBHA is awarded the tax credit by Florida Housing Finance Corporation prior to submittal of the site plan to the City.

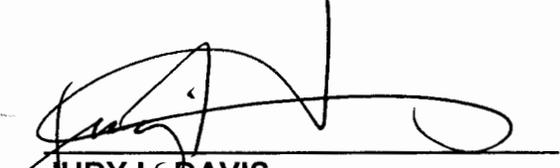
**SECTION 3.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this 21ST day of JANUARY, 2015.**

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APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

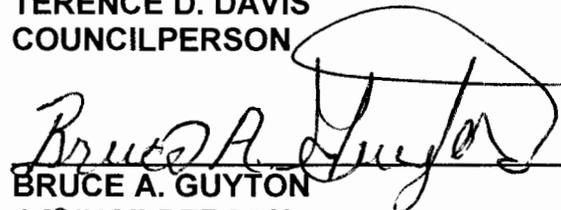
  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

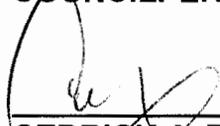
ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

ABSENT  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

J. DAVIS AYE

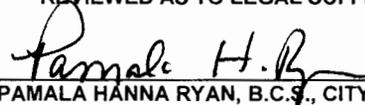
D. PARDO ABSENT

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/20/15

RESOLUTION NO. 12-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, GRANTING THE DEFERMENT OF \$172,425 IN BUILDING PERMIT FEES FOR THE RIVIERA BEACH HOUSING AUTHORITY TO CONSTRUCT A 75 UNIT RESIDENTIAL COMMUNITY CONSISTING OF TWO AND THREE BEDROOM UNITS AND A COMMUNITY CENTER AT THE FORMER IVY GREEN VILLAGE SITE TO BE KNOWN AS HERON ESTATES FAMILY COMMUNITY FOR A PERIOD OF 11 YEARS AS PART OF THE REQUIREMENT OF THE FLORIDA HOUSING FINANCE CORPORATION'S APPLICATION PROCESS; THE ENTIRE AMOUNT OF \$172,425 WILL BE PAID TO THE CITY IN YEAR 11; AUTHORIZING STAFF TO DRAFT A REPAYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Housing Authority (RBHA) is a public agency with the mission of providing safe, decent and affordable housing for low and moderate income individuals and families, and

**WHEREAS**, RBHA seeks to improve the quality of living for senior citizens in Riviera Beach by partnering with Housing Trust Group, LLC/Mosnar Group, LLC (HTG) to develop a 75 unit residential community with two and three bedroom units and a community center at the former Ivy Green Village Site located on the west side of Congress Avenue, south of Blue Heron Boulevard to be known as Heron Estates Senior; and

**WHEREAS**, the City of Riviera Beach desires to assist RBHA in its mission to provide quality housing for low and moderate income individuals and families; and

**WHEREAS**, the total construction costs projected by the RBHA for this development is \$15,421,830 and the City estimates the building permit fees for the construction of the 75 unit residential community with two and three bedroom units and a community to be approximately \$407,000; and

**WHEREAS**, RBHA is applying for a tax credit with the Florida Housing Finance Corporation (FHFC) and as a part of the application process is requesting that the City grant a deferment for 11 years a portion of the building permit fees for the construction of the 75 unit residential community with two and three bedroom units and a community in the amount of \$172,425; and

**WHEREAS**, the deferment period would be for a period of 11 years to meet the needed \$75,000 minimum value as set out in the FHFC application, at which time the entire \$172,425 deferment amount will be paid in one lump sum to the City.

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

**SECTION 1.** The City Council hereby agrees to defer a portion of the building permit fees for the RBHA's planned residential community with 75 two and three bedroom units and a community in the amount of \$172,425 for a period of 11 years.

**SECTION 2.** That the City and RBHA will enter into a repayment agreement if RBHA is awarded the tax credit by Florida Housing Finance Corporation prior to submittal of the site plan to the City.

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

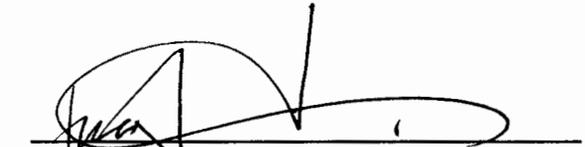
**PASSED and APPROVED this 21st day of JANUARY, 20 15.**

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RESOLUTION NO. 12-15  
PAGE 3 of 3

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

**ABSENT**  
DAWN S. PARDO  
CHAIR PRO TEM

  
TERENCE D. DAVIS  
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MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

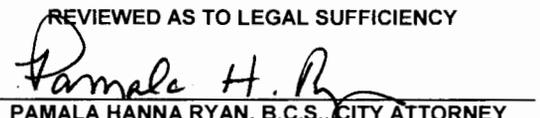
J. DAVIS AYE

D. PARDO ABSENT

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 1/20/15