

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA TO ACCEPT THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA; PROVIDING REIMBURSEMENT UP TO THE AMOUNT OF \$401,700. FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018 FOR CONTINUED F/T CASE MANAGER STAFFING AND F/T COMMUNITY COORDINATOR STAFFING AND SUPPPORT TO THE CIVIL DRUG COURT FOR SERVICES TO CLIENTS AFFECTED BY SUBSTANCE ABUSE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TREATMENT PROVIDER CONTRACTS; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Civil Drug Court was created through an Administrative Order by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies defined therein to enter into ILA with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the City of Riviera Beach has an investment in the Civil Drug Court; and

**WHEREAS**, the County's Criminal Justice Commission (CJC) wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse addiction; and

**WHEREAS**, through the continued pairing of participants with social service agencies, continued identification of employment and adequate housing needs, restored family relationships and completion of educational requirements for the participants, success of the Civil Drug Court program will be realized; and

**WHEREAS**, the COUNTY has agreed to reimburse the CITY for services and expenses it expends as outlined in the Budget, Exhibit B, in an amount not to exceed One Hundred Thirty Three Thousand and Nine hundred Dollars annually for a total amount of (\$401,700) from October 1, 2015 through September 30, 2018; and

**WHEREAS**, the City will provide services and incur expenditures as set forth in Exhibit A and B.

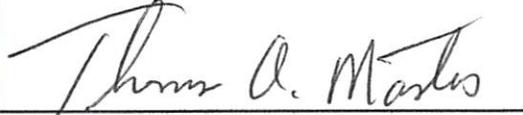
**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the City of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the Interlocal agreement with the County in amount not to exceed One Hundred Thirty Three Thousand and Nine hundred Dollars annually for a total amount of (\$401,700) from October 1, 2015 through September 30, 2018 to offer staffing and support the payment of referred clients to licensed substance abuse treatment providers, consultants and facilities.

**SECTION 2:** That the Finance Director is authorized to set up a budget account.

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

APPROVED:



THOMAS A. MASTERS  
MAYOR



DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK



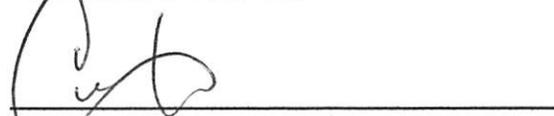
TERENCE D. DAVIS  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

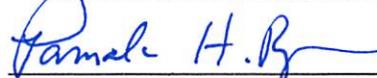
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/1/15

RESOLUTION NO. 159-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 15, 2016 AND RUN-OFF ELECTION TO BE HELD MARCH 29, 2016, IF NECESSARY; SAID ELECTION(S) SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO VOTE ON THE FOUR CANDIDATES UP FOR ELECTION TO REPRESENT AS MAYOR, CITY COUNCIL DISTRICT 1, CITY COUNCIL DISTRICT 3, AND CITY COUNCIL DISTRICT 5 RESPECTIVELY; FURTHER AUTHORIZING THE CITY CLERK TO DESIGNATE VOTING LOCATIONS; APPOINT AND SCHEDULE TRAINING FOR THE CITY'S ELECTION BOARD, IF NECESSARY; APPOINT THE CITY OF RIVIERA BEACH CANVASSING BOARD; ASSIGNING THE CITY CLERK ALL APPURTENANT DUTIES THERETO AS AUTHORIZED BY THE CITY'S CHARTER AND CODE OF ORDINANCES; FURTHER APPROVING THE AGREEMENT BETWEEN WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE TO PROVIDE FOR ALL ELECTION RELATED SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; FURTHER DECLARING A DATE AND A TIME FOR THE CONVENING OF THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City of Riviera Beach 2016 Municipal Election will be held as provided in accordance with Article 2 of the City's Charter entitled "Government", Section 4 entitled "Date of election—Run-off elections" and Chapter 5 of the Code of Ordinances entitled "Elections" for the electorates to fill the vacant seats at such time; and

**WHEREAS,** the City Charter provides for Special Elections to be held in accordance with applicable laws.

**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 Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the

hours of 7:00 AM until 7:00 PM on the 15<sup>th</sup> day of March, 2016 for the purpose of voting for 4 candidates to serve a term of three (3) years as provided by law.

**SECTION 2.** That a Run-off Election, if necessary, will be held within its municipal boundaries between the hours of 7:00 AM until 7:00 PM on the 29<sup>th</sup> day of March, 2016

**SECTION 3.** The Palm Beach County Supervisor of Elections Office is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines; the City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines for the Municipal Run-off Election, if necessary.

**SECTION 4.** The City Clerk, in conjunction with the Palm Beach County Supervisor of Elections Office, is hereby authorized to coordinate and appoint sufficient staff to facilitate the 17 precincts within the municipal boundaries for the Run-off Election, if necessary, and establish a pay scale applicable to the duties and responsibilities of the Election board.

**SECTION 5.** The City Clerk is authorized to enter into agreements with various property owners/managers to establish polling locations for all Municipal Elections.

**SECTION 6.** The City Clerk is authorized to coordinate with Palm Beach County's Supervisor of Elections for use of the voting equipment and processing of absentee ballots and others as related to the election process for said Elections.

**SECTION 7.** The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment, train the Poll workers to facilitate the designated precincts within the municipal boundaries. If Run-off Election becomes necessary, the City Clerk is hereby authorized to proceed as scheduled.

**SECTION 8.** Immediately after closing of the polls on the day of said Election(s), the clerks of each precinct shall return all official results and election information to the drop-off locations designated by the Palm Beach County Supervisor of Elections Office. If there is a Run-off Election, thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

**SECTION 9.** In accordance section 5-11 of the City's Code of Ordinances-it is the duty of the City Clerk, the Deputy City Clerk, and one councilperson, to serve as the City's canvassing board. The councilperson requested to serve on the canvassing board shall be appointed by the City Clerk. Additionally, the SOE is

**RESOLUTION NO. 159-15**

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hereby appointed as an additional member to the board for certain agreed upon services.

**SECTION 10.** The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of said Municipal Election(s); unless there is no scheduled City Council Meeting, the meeting shall be scheduled prior to next Regular City Council Meeting.

This resolution shall take effect immediately upon its approval.

**PASSED AND APPROVED this 2nd day of December, 2015.**

**\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\***

APPROVED:



THOMAS A. MASTERS  
MAYOR



DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK



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C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/30/15

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF RIVIERA BEACH**

DEC 14 AM 11:22  
PALM BEACH COUNTY, F

**THIS AGREEMENT**, is made and entered into this **2<sup>ND</sup>** day of **December, 2015** effective **January 1, 2016**, by and between the Palm Beach County Supervisor of Elections, an elected county officer\_pursuant\_to\_Article\_VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the **"SOE"**, and the **City of Riviera Beach** , a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the **"Municipality"**.

**WITNESSETH:**

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

**1. PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

**2. DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the City of Riviera Beach General Municipal election is **March 15, 2016**. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

**3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached here as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

**4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**(1) Municipality**

- (a)** Properly call and advertise the election according to statutes and charter at its own expense.
- (b)** Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution, if applicable, and appoint **at least 3** members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.

- (c) Certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

**(2) SOE**

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

**B. Qualifying Candidates and Petition Initiatives**

**(1) Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

**C. Ballots**

**(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.

- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

**(2) SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

**(1) Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

**(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

**(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.

SOE

- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites ~~thirty (30)~~ 120 days prior to each Election and notify SOE in writing of locations.
- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

#### **F. Absentee Voting**

##### **(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

##### **(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.

- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

## **G. Polling Places**

### **(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

### **(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

## **H. Precinct Supplies**

### **(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).

- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a)** Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b)** Deliver all voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c)** Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d)** Act as member of Canvassing Board.

**(2) SOE**

- (a)** Provide technical staff and required equipment to administer tabulation and election results.
- (b)** Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c)** Post-election results on SOE WEB site and provide the same to Channel 20
- (d)** Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post-Election Day**

**(1) Municipality**

**(2) SOE**

- (a)** Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b)** Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c)** Process polling place affirmation forms.
- (d)** Sort, inventory, pack and store all election materials for retention and

disposition.

- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

## **M. Audit**

### **(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

### **(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

## **N. Recount**

### **(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.

- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

**(2) SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, Florida Statutes.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

**5. INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating

to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

**7. TERM:**

This Agreement shall begin on the effective date January 1, 2016 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

**8. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

**9. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b>	<b>For the Municipality:</b>
Supervisor of Elections	CITY OF RIVIERA BEACH
240 S. Military Trail	600 W BLUE HERON BLVD #140
West Palm Beach, Florida 33415	Riviera Beach, FL 33404
Attention: Susan Bucher	Attention: Claudene L. Anthony, CMC

**10. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

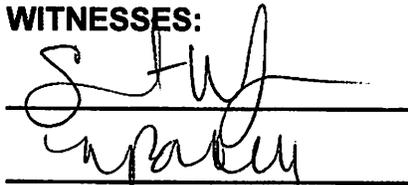
**12. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, and their duly authorized representatives.

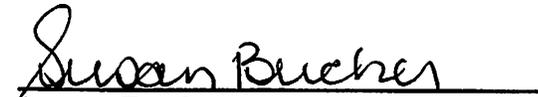
**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2016.

**As to the SOE:**

**WITNESSES:**

  
\_\_\_\_\_

**SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY**

  
\_\_\_\_\_  
Susan Bucher

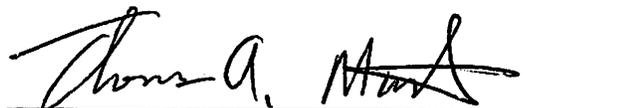
Date: 12/14/15

**As to the MUNICIPALITY:**

**ATTEST:**

  
\_\_\_\_\_  
Claudene L. Anthony, CMC  
City Clerk

Date: 12/2/15

  
\_\_\_\_\_  
Thomas A. Masters  
Mayor

Reviewed as to legal sufficiency  
  
\_\_\_\_\_  
Pamala H. Ryan, B.C.S., City Attorney

Date: 11/17/15

# **Palm Beach County Supervisor of Elections**

## **Schedule of Municipal Election Fees**

**March 15, 2016 PPP Election**

**A. Set up Fee 400.00**

- Prepare Absentee Ballot, Edge layout and Sample Ballot, ePollbooks
- Post election results SOE website, Channel 20 and precinct by precinct results

**Additional costs based on actual costs incurred by municipality will be developed and included in the invoice provided post election from the Supervisor of Elections**

**B.**

- Translations as required by municipals will be included in billing
- Precinct Ballot Costs for NPA Ballots
- Absentee Ballot Costs for NPA Ballots
- Cost of extra ballot card if required for municipality and incremental postage required for absentee ballot mailing

**Palm Beach County Supervisor of Elections**

**2016 Municipal Election Run-Off Fees \***

<b>ABSENTEE BALLOTS</b>	
Set up AB fee	0.13
Prepare and mail Absentee Ballots - materials and postage	2.20
Provide absentee voting - prep and mailing; staff time	0.50
Process absentee ballot requests; staff time	0.89
Recording/verification of Absentee Ballot returns - staff time	0.89
Notification to voters of Absentee Ballots from disposition of Canvassing Board	0.09
<b>TOTAL ABSENTEE BALLOT SERVICES</b>	<b>4.70</b>
<b><u>MUNICIPAL PACKAGE</u></b>	
Arrange for translating, printing and recording of audio ballot	<i>TBD</i>
Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00
Publish legal notices - L&A testing, AB canvassing	<i>TBD</i>
L&A test development - unique test script, manual ballot marking, pretesting of voting equipment	147.12
Election Day support	330.60
Election Morning and Night OT staff	463.59
Canvass of Absentee Ballots	328.34
Post election results - SOE website, Channel 20, precinct by precinct	48.93
Assist in finding poll worker replacements	54.84
Provide certification of registered voters after book closing	33.48

**Palm Beach County Supervisor of Elections**

**2016 Municipal Election Run-Off Fees \***

Prepare information for upload to ePollBooks_IT	80.16
Prepare Absentee Ballot, Edge layout and Sample Ballot - Equip Center	133.91
Prepare Absentee Ballot, Edge layout and Sample Ballot - IT	160.32
Conduct post election mandatory audit	118.34
Provide certification of election results	33.48
<b>TOTAL MUNICIPAL PACKAGE SERVICES</b>	<b>1,806.29</b>
<b>PRECINCT SERVICES</b>	
Prepare Clerk bags incl Ipad, cell phones and election materials - IT and PW Staff time	13.19
Prepare equipment cabinets and routing of voter equipment	23.24
Prepare precinct scanners and ADA Touch screen equipment	23.24
Management of voting history (post election)	25.27
iPAD programming and prep time _IT staff	9.63
iPADs Data Service- 2 iPads per precinct	36.00
Notification to provisional voters re: the disposition of Canvassing Board	4.70
<b>TOTAL PRECINCT SERVICES</b>	<b>135.27</b>
<b>* excludes expenses for delivery and pickup of voting equipment, precinct ballot printing, pollworker salaries</b>	

RESOLUTION NO. 160-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; APPROVING AN APPLICATION FROM THE FERBER COMPANY FOR WAWA, INC. FOR SITE PLAN AND SPECIAL EXCEPTION APPROVAL TO DEVELOP A SINGLE STORY 6,119 SQUARE FOOT WAWA CONVENIENCE STORE BUILDING WITH EIGHT ONSITE FUEL PUMPS WITH SIXTEEN FUELING STATIONS ON 2.50 ACRES OF COMMERCIAL LAND ON PCN: 56-43-42-30-11-002-0000, WHICH IS LOCATED AT THE SOUTHWEST CORNER OF THE WEST BLUE HERON BOULEVARD AND GARDEN ROAD INTERSECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the property known as 7289 Garden Road 101, with Parcel Control Number 56-43-42-30-11-002-0000 is approximately 2.50 acres; and

**WHEREAS**, the existing structure at 7289 Garden Road 101 was built in 1986 and has functioned as a two-story commercial office building for many years and currently has the Palm Beach County Department of Health as a tenant, which lease expires in January 2016; and

**WHEREAS**, The Ferber Company, the Applicant and Contract Purchaser for WaWa, Inc. desires to develop a single story 6,119 square foot WaWa convenience store building with eight onsite fuel pumps with sixteen fueling stations located on the southwestern intersection of West Blue Heron Boulevard and Garden Road on a 2.50 acre parcel of commercial land on PCN: 56-43-42-30-11-002-0000; and

**WHEREAS**, development of a convenience store with fuel pumping stations requires a special exception approval by City Council within the Commercial General Zoning District; and

**WHEREAS**, on November 12, 2015, the Planning and Zoning Board, an advisory board to the City Council, reviewed the WaWa, Inc. site plan development proposal and special exception application and unanimously recommended approval of this project to the City Council; and

**WHEREAS**, City Staff has determined that the Wawa, Inc. development proposal and special exception application is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations; and

**WHEREAS**, City staff has found that the development proposal from WaWa, Inc. has met or exceeded the standards required for granting a special exception as

provided in City Code Section 31-62, which include the following: (1) property ingress and egress, (2) off-street parking and loading, (3) refuse and service areas, (4) utilities, (5) screening, buffering and landscaping, (6) signage and exterior lighting, (7) required yards and open space; and

**WHEREAS**, the City Council desires to approve the special exception application and plans for Wawa, Inc. to develop a single story 6,119 square foot WaWa convenience store with eight onsite fuel pumps with sixteen fueling stations on a 2.50 acre parcel of commercial land on PCN: 56-43-42-30-11-002-0000.

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

**SECTION 1.** The City Council hereby finds that the special exception and site plan application to develop and operate a single story 6,119 square foot WaWa convenience store with eight onsite fuel pumps with sixteen fueling stations on a 2.50 acre parcel of commercial land on PCN: 56-43-42-30-11-002-0000 is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations.

**SECTION 2.** The City Council finds that the development proposal from WaWa, Inc. has met or exceeded the standards required for granting a special exception as provided in City Code Section 31-62 and that WaWa, Inc. has adequately satisfied the criteria to meet the Special Exception Analysis section of the City Code of Ordinances for Special Exception approval per the below findings:

**E. Special Exception Analysis [City Code Section 31-62]**

***a) Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.***

- Ingress and egress to the site is available directly off of W. Blue Heron Blvd and Garden Road. Additionally, the site will have cross-access with the adjacent property to the west (Enterprise Car Rentals and Travelodge Hotel).

***b) Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.***

- Adequate 10'x20' parking spaces have been proposed in accordance with the City's Land Development Regulations. The applicant is installing decorative bollards around the perimeter of the building to prevent vehicles from obstructing the pedestrian walkways.

**c) Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.**

- A 9 foot high masonry enclosure has been proposed to hold two dumpsters for onsite garbage collection.

**d) Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.**

- Utilities are currently available and active on site.

**e) Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.**

- Adequate landscaping has been proposed which must be maintained according to the City's Land Development Regulations.
- The applicant has preserved many of the mature live oak trees onsite.

**f) Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.**

- A monument sign (up to 42 SF) will be installed along both W. Blue Heron Boulevard and Garden Road.
- Instructional signs will be installed to show the entrance and exit.
- Wall signs will be installed on the building façade and the fuel pump canopy.
- All signage will be in accordance with the City's Sign Code.

**g) Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.**

- Adequate yard/open space has been proposed in accordance with the City's Land Development Code.

**SECTION 3.** The City Council hereby approves the aforementioned application from the Ferber Company for special exception and site plan approval with the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before the certificate of occupancy is issued.
2. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. This development must receive final Certificate of Occupancy from the City for all buildings and units approved within five years of the approval of this resolution (by December 2, 2020) or the resolution shall be considered null and void, requiring the applicant to resubmit site plan fees and application for site plan approval and re-initiate the site plan approval process.
5. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
6. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.

**SECTION 3.** The associated site plan, landscape plan, and building elevations are attached hereto and made a part of this Resolution as Exhibit "A", "B", and "C".

**SECTION 4.** Should any one or more of the provisions or element of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

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

RESOLUTION NO. 160-15  
PAGE 5 of 6

PASSED and APPROVED this 2<sup>ND</sup> day of DECEMBER, 2015.

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APPROVED:

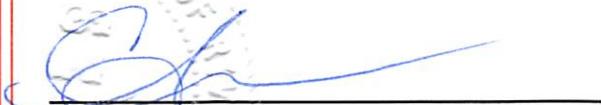


**THOMAS A. MASTERS**  
MAYOR



**DAWN S. PARDO**  
CHAIRPERSON

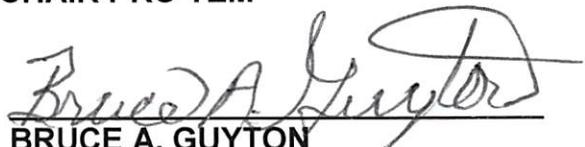
ATTEST:



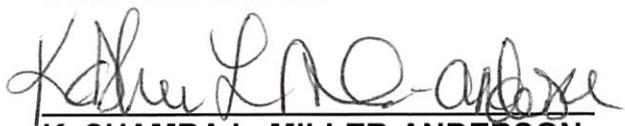
**CLAUDENE L. ANTHONY**  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK



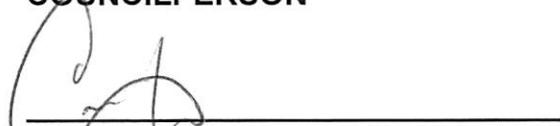
**TERENCE D. DAVIS**  
CHAIR PRO TEM



**BRUCE A. GUYTON**  
COUNCILPERSON



**KaSHAMBA L. MILLER-ANDERSON**  
COUNCILPERSON



**CEDRICK A. THOMAS**  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/30/15

RESOLUTION NO. 161-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; APPROVING A TWO YEAR AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH RUTH C. JONES AS CITY MANAGER COMMENCING DECEMBER 3, 2015 THROUGH DECEMBER 2, 2017; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ruth C. Jones has served as the City Manager for the City of Riviera Beach, Florida since June 2009; and

**WHEREAS**, on May 6, 2015 the City Council agreed to extend the Employment Agreement for an additional six-month period; and

**WHEREAS** on October 21, 2015 the City Council approved to extend Ms. Jones's employment as city manager for an additional two years and authorized the chairperson to negotiate the terms of the extension; and

**WHEREAS**, the City Council and Ms. Jones have negotiated a new two (2) year Amendment to the Employment Agreement which outlines the terms and conditions of her continued employment with the City; and

**WHEREAS**, the Amendment to the Employment Agreement is effective commencing December 3, 2015.

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

**SECTION 1.** That the City Council hereby approves a new two (2) year Amendment to the Employment Agreement with Ruth C. Jones as City Manager of the City of Riviera Beach, commencing December 3, 2015 through December 2, 2017.

**SECTION 2.** That the Mayor and City Clerk are authorized to execute the Amendment to Employment Agreement on behalf of the City, said Agreement is attached hereto.

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

PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF DECEMBER, 2015

APPROVED:

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

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIR PRO-TEM

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

  
\_\_\_\_\_  
KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

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

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

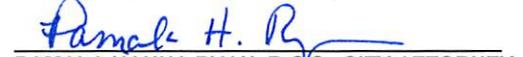
K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T.DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/30/15

## AMENDMENT TO EMPLOYMENT AGREEMENT

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** (hereinafter referred to as "First Amendment"), made and entered into this 2nd day of DECEMBER, 2015, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (hereinafter referred to as "the City"), and Ruth C. Jones (hereinafter referred to as Ms. Jones or as "City Manager").

### WITNESSETH:

**WHEREAS**, Ms. Jones has been employed, by employment agreement, as the City Manager of the City of Riviera Beach since June 2009; and

**WHEREAS**, Ms. Jones's last two-year employment agreement was entered into and effective on June 22, 2013 (hereinafter referred to as "Employment Agreement"), and the City Council agreed, by motion, on May 6, 2015 to extend the Employment Agreement for an additional six-month period; and

**WHEREAS**, the City Council, by motion, agreed on October 21, 2015, to extend Ms. Jones's employment as city manager for an additional two years and authorized the chairperson to negotiate the terms of the extension.

**NOW, THEREFORE**, in consideration of the mutual promises as set forth in this First Amendment, the parties agree as follows:

**Section 1.** That section 1B of the Employment Agreement entitled "Employment" is hereby amended to state:

B. The City's employment of Ruth C. Jones as City Manager shall be effective on December 3, 2015. The term of this Agreement shall be for two years, ending on December 2, 2017.

**Section 2.** That section 12 of the Employment Agreement entitled "Retirement" is hereby amended to add a NEW paragraph regarding the Florida Retirement System as underlined:

#### **Section 12. Retirement.**

The City agrees to pay, on an annual basis, deferred compensation in an amount equal to the maximum permitted by law. Said deferred compensation shall be paid to the Manager's ICMA retirement Corporation 457 Plan or other qualified 457 designated retirement fund designated by the City Manager. The Deferred Compensation Retirement program shall not exceed the limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as other retirement benefits are paid for other employees of the City. The City Manager shall not participate in the City of Riviera Beach General Employee's Pension Plan.

On June 1, 2015, the City's general employees and department directors were accepted into the Florida Retirement System, and the City agreed to purchase past years of service on behalf of the employees. City managers are mandatory members of the general employees group. As such, Ms. Jones is a mandatory member of FRS as of June 1, 2015. As of that date, Ms. Jones has six years of service with the City. The City hereby agrees to purchase five years of past service on behalf of Ms. Jones. As a condition of purchasing past service, Ms. Jones understands and agrees that she will have to return monies to the City that were paid on her behalf to a qualified 457 designated retirement fund. If Ms. Jones's employment with the City is terminated prior to vesting in the FRS, the City agrees to repay Ms. Jones the 457 deferred compensation amount. In addition, should Ms. Jones choose to purchase one additional year of service while she's employed at the City, the City agrees to reimburse Ms. Jones for the additional year purchased, within thirty (30) days after purchasing the same.

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

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be made and entered into the day and year first written above.

**CITY OF RIVIERA BEACH, FLORIDA**

By: Thomas A. Masters  
Thomas A. Masters  
Mayor

By: Dawn S. Pardo  
Dawn S. Pardo  
Chairperson

ATTEST:

By: Claudene L. Anthony  
Claudene L. Anthony, CMC  
City Clerk

As to form and legal sufficiency:

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

Date: 12/2/15

**CITY MANAGER**

By: Ruth C. Jones  
Ruth C. Jones

RESOLUTION NO. 162-15

**A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PROCEED TOWARD THE ISSUANCE OF THE CITY'S STORMWATER UTILITY REVENUE BONDS, IN ONE OR MORE SERIES, NOT TO EXCEED \$10,000,000, IN ACCORDANCE WITH THE CITY'S DEBT MANAGEMENT POLICY; AUTHORIZING THE OFFICIALS OF THE CITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach, Palm Beach County, Florida (the "City") has determined the need to undertake improvements to the City's stormwater utility infrastructure, as more particularly identified in the City's Stormwater Master Plan (collectively, the "Projects"); and

**WHEREAS**, the City desires to finance a portion of the cost of the Projects through the issuance by the City, from time to time, of its Stormwater Utility Revenue Bonds in an amount not to exceed \$10,000,000 (the "Bonds"); and

**WHEREAS**, the Bonds will be payable from and secured by the revenues of the City's stormwater management utility and, if necessary, such other non ad valorem sources of revenues as shall be determined by subsequent resolution of the City Council of the City (the "City Council"); and

**WHEREAS**, the City's Debt Management Policy approved October 2, 2013 (the "Debt Management Policy"), provides guidelines and procedures for the issuance of bonds and other debt obligations by the City; and

**WHEREAS**, the City Council desires to authorize and direct the Finance Director to proceed toward the issuance of the Bonds in accordance with the Debt Management Policy.

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

**SECTION 1.** The recitals set forth above are adopted by the City as the findings of the City and are incorporated herein.

**SECTION 2.** The Director of Finance and Administrative Serves is hereby authorized and directed to proceed toward the issuance of the Bonds for the purpose of financing the cost of the Projects in accordance with and subject to the Debt Management Policy. Prior to the issuance of any Bonds, which may be issued from time to time in one or more series, the City Council shall adopt a resolution

authorizing the issuance of said series and establishing the details with respect thereto; provided that

the City Council may, in such authorizing resolution, delegate the authority to award such bonds and establishing such details to such official or officials of the City as the City Council deems appropriate.

**SECTION 3.** The City intends to issue the Bonds or notes to finance the cost of the Projects. The City expects that the maximum principal amount of the Bonds or notes that will be issued to finance the cost of the Projects is \$10,000,000. If the City incurs any such costs prior to the issuance of the Bonds or notes, the City intends to reimburse itself for such expenditures with the proceeds of the Bonds or notes.

**SECTION 4.** City Staff is hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the City, and in their official capacities, any and all instruments, documents, or certificates which are necessary or desirable in connection with the actions authorized hereunder.

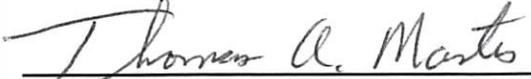
**SECTION 5.** All resolutions, or parts thereof, of the City in conflict herewith are, to the extent of such conflict, hereby modified to the extent of such conflict.

**SECTION 6.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF DECEMBER, 2015.**

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APPROVED:



**THOMAS A. MASTERS  
MAYOR**

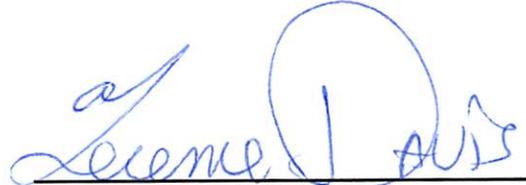


**DAWN S. PARDO  
CHAIRPERSON**

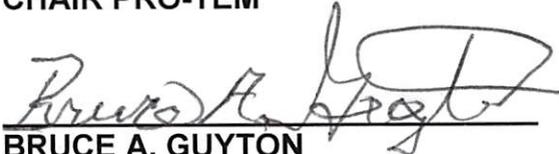
ATTEST:



**CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK**



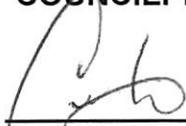
**TERENCE D. DAVIS  
CHAIR PRO-TEM**



**BRUCE A. GUYTON  
COUNCILPERSON**



**KASHAMBA L. MILLER-ANDERSON  
COUNCILPERSON**



**CEDRICK A. THOMAS  
COUNCILPERSON**

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

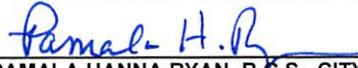
K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T.DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/30/15

RESOLUTION NO. 163-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE LEASE TERMS WITH GSH HOLLY, LLC FOR APPROXIMATELY 2,755 SQUARE FEET OF OFFICE SPACE AT THE PORT CENTER FOR A TWO (2) YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach requires office space to support the Purchasing Division Staff and requirements for additional space for the Human Resources Department; and

**WHEREAS**, the City is currently leasing Suite 100 and Suite 302 in the same complex; and

**WHEREAS**, negotiation with the landlord for best value based on current market conditions and consideration of current space leased; 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 staff to negotiate office space lease and terms with GSH Holly, LLC for approximately 2,755 square feet of office space at the Port Center for a two year term.

**SECTION 2:** This Resolution shall take effect immediately upon its passage and approval.

**PASSED AND APPROVED this 2<sup>nd</sup> day of DECEMBER, 2015.**

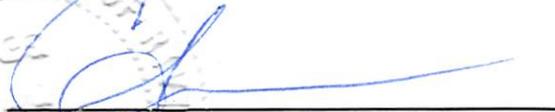
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APPROVED:

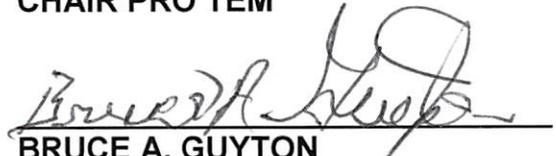
  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
TERENCE D. DAVIS  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
GEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

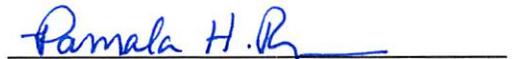
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO NAY

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/30/15

RESOLUTION NO. 164-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; ADOPTING THE RECOMMENDED CHANGES BY INVESTMENT MANAGER, PUBLIC TRUST ADVISOR, LLC TO THE INVESTMENT POLICY TO SET FORTH THE INVESTMENT OBJECTIVES AND PARAMETERS FOR THE MANAGEMENT OF PUBLIC FUNDS OF THE CITY OF RIVIERA BEACH, FLORIDA WHICH IS DESIGNED TO ENSURE THE PRUDENT MANAGEMENT OF PUBLIC FUNDS, THE AVAILABILITY OF OPERATING AND CAPITAL FUNDS WHEN NEEDED AND AN INVESTMENT RETURN COMPETITIVE WITH COMPARABLE FUNDS AND FINANCIAL MARKET INDICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHERE AS**, it is essential for the City of Riviera Beach, Florida (the City) to ensure the prudent management of public funds, the availability of operating and capital funds when needed and an investment return competitive with comparable funds and financial market indices and,

**WHEREAS**, the purpose of Investment Policy (the Policy) is to set forth the investment objectives and parameters for the management of public funds of the City and,

**WHERE AS**, the Policy was adopted by Council on October 2, 2013, and

**WHEREAS**, Public Trust Advisors, Investment Manager has recommended changes to the Policy to include a table of permitted investments with the associated allocation limits by security type, a Triple A rated ("AAA") Asset Backed Security as an additional sector within the corporate sector as an opportunity to further diversify the investment portfolio, and a slight increase within the existing permitted investment to allow more flexibility for investment options, and

**WHEREAS**, the recommended changes to the Policy would allow a more dynamic managed investment strategy to expand the asset allocation from a single class and implement a ladder maturity structure for higher income opportunity, and

**WHEREAS**, in accordance with Section 218.415, Florida Statutes, this Policy applies to the investment of cash and investment balances of, General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds and Trust and Agency Funds and;

**RESOLUTION NO. 164-15**  
**PAGE 2**

**WHEREAS**, the preeminent objective of the Policy is the safety, liquidity, and yield of the funds of the City.

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

**SECTION 1.** The City Council approves the adoption of the recommended updates to the Investment Policy.

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

**PASSED AND APPROVED THIS 2<sup>ND</sup> DAY OF DECEMBER, 2015**

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RESOLUTION NO. 164-15  
PAGE 3

APPROVED:

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

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

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

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIR PRO-TEM

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

\_\_\_\_\_  
KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

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

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. GUYTON \_\_\_\_\_

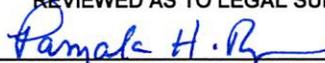
K. MILLER-ANDERSON \_\_\_\_\_

C. THOMAS \_\_\_\_\_

D. PARDO \_\_\_\_\_

T.DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/30/15