

RESOLUTION NO. 144-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS IN THE AMOUNT OF \$17,550 FOR POST DESIGN SERVICES TO BE PERFORMED BY TECHNO ENGINEERING, INC. RELATED TO THE STATE ROAD A1A IMPROVEMENT PROJECT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has entered into an agreement with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

WHEREAS, the City under the said agreements is responsible for preparing project construction plans and specifications, and management of the project at its cost; and

WHEREAS, Techno Engineering Inc. has been the electrical design engineer for this project and is willing to provide post design services such as responses to the contractor's request for design modifications to accommodate field conditions; review and make recommendations as to change orders; and provide solutions or remedies to a field conditions not covered by the plans.

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

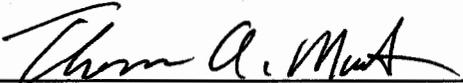
SECTION 1. The Interim Finance Director is authorized to appropriate \$17,550 to cover the post design services by Techno Engineering, Inc. related to State Road A1A project.

SECTION 2. The Interim Finance Director is authorized to make payment from account number 109-0716-541-3-6351.

SECTION 3. This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 2 day of November, 2011.

PASSED and APPROVED this _____ day of _____, 2011.



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

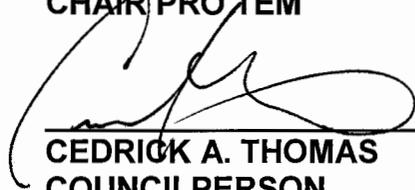
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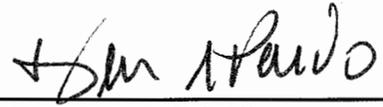
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



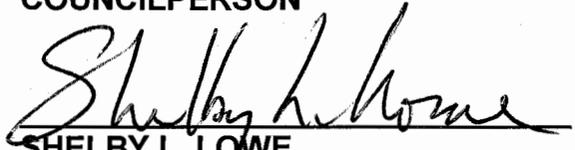
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO tardy

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 145-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND TARGET ENGINEERING GROUP, INC.; APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$346,981.16 FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES RELATED TO THE STATE ROAD A1A IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO.1; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has entered into an agreement with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

WHEREAS, the City, under the said agreement, is responsible for preparing project construction plans and specifications, and management of the project; and

WHEREAS, on June 16, 2010, the City entered into a contract with Target Engineering Group, Inc. to provide construction engineering and inspection services for the SR A1A Improvement project;

WHEREAS, the proposed landscaping and lighting encountered conflicts with the existing water and sewer lines, which were not properly located on the construction plans;

WHEREAS, a time extension was granted to resolve the said conflicts which requires additional services by TEG.

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

SECTION 1. The Mayor and City Clerk are authorized to execute Amendment No.1 to the Agreement between the City and Target Engineering Group, Inc.

SECTION 2. Finance Director is authorized to appropriate funds in the amount of \$346,981.16 to cover the cost of additional construction engineering and inspection services by Target Engineering Group, Inc.

SECTION 3. The Finance Director is authorized to make payment from account number 109-0716-541-3-6351.

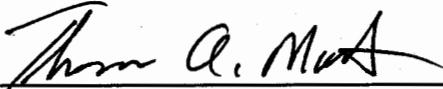
SECTION 4. This resolution shall take effect immediately upon its passage.

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RESOLUTION NO. 145-11

PAGE -3-

PASSED and APPROVED this 2nd day of November, 2011.



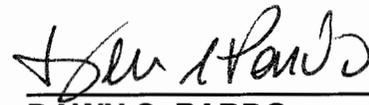
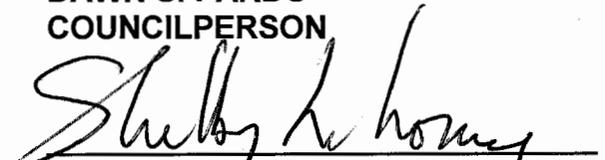
THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM
CEDRICK A. THOMAS
COUNCILPERSON
DAWN S. PARDO
COUNCILPERSON
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

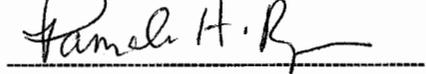
J. DAVIS aye

C. THOMAS aye

D. PARDO tardy

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

RESOLUTION NO. 146-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 1 FROM THE BG GROUP OF BOCA RATON, FLORIDA FOR THE ABATEMENT AND PROPER DISPOSAL OF ASBESTOS MATERIALS AT PARCEL #100, LOCATED AT 25 WEST 23RD STREET (SEA CHEST BUILDING) WHICH WERE NOT IDENTIFIED IN THE ORIGINAL BID SPECIFICATIONS OR REPORTED IN THE ABESTOS SURVEY PROVIDED WITH BID NO. 335-11; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT # 001-0717-515-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepted staff's recommendation to award a contract in the amount of \$8,700 to the BG Group of Boca Raton, FL for the demolition and asbestos abatement of the Sea Chest building; and

WHEREAS, the original contract included the cost for asbestos abatement which was identified within Parcel #100, located at **2211 Broadway** in Riviera Beach in the official asbestos report commissioned by the Florida Department of Transportation (FDOT) and performed by Air Quest Environmental which was included as part of the specification requirements and scope of work for Bid No. 335-11; and

WHEREAS, a second asbestos survey commissioned by the Florida Department of Transportation (FDOT) and performed by Air Quest Environmental Inc. for Parcel #100 located at **25 West 23rd Street** in Riviera Beach was not included as part of the specifications of Bid No. 335-11; and

WHEREAS, the second asbestos survey performed by Air Quest Environmental Inc. for Parcel #100 located at 25 West 23rd Street in Riviera Beach indicated substantial asbestos abatement and disposal requirements at a cost of \$29,888.00; and

WHEREAS, the demolition contractor has agreed to perform the additional asbestos abatement and disposal indicated in the second survey for \$23,000.

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

SECTION 1. The City Manager is authorized to execute change order # 1 from the BG Group of Boca Raton, FL in the amount of \$23,000.

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PAGE2

SECTION 2. The Interim Finance Director is authorized to make payment to the BG Group in the amount of \$23,000 for change order #1 from account 001-0717-515-0-3106 for additional asbestos abatement and disposal not identified or included in the Scope of Work for Bid No. 335-11.

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

PASSED AND APPROVED this 2nd **day of** November **2011.**

APPROVED:

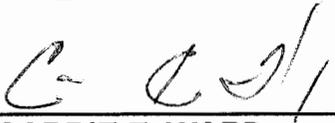


THOMAS A. MASTERS
MAYOR

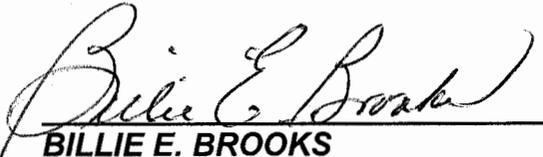


JUDY L. DAVIS
CHAIRPERSON

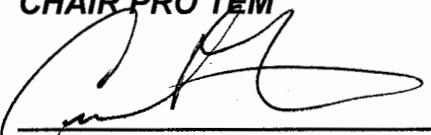
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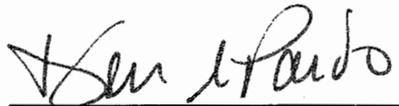
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



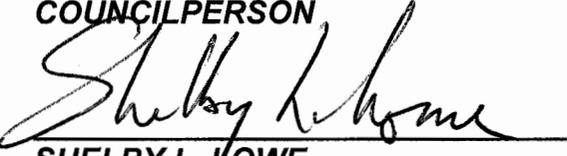
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS aye

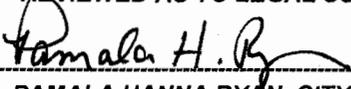
J. DAVIS aye

C. THOMAS aye

D. PARDO tardy

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/11

RESOLUTION NO. 147-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH POLICE DEPARTMENT AND PALM BEACH COUNTY FOR THE PURPOSE OF ACCEPTING REIMBURSEMENT FUNDS FOR MARINE LAW ENFORCEMENT SERVICES; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DEPOSIT FUNDS INTO POLICE BUDGET ACCOUNT NO. 001-00-342290 – POLICE MARINE SERVICES SALARIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Inter-local Agreement for Law Enforcement Services between Palm Beach County and Riviera Beach Police Department will be entered on November 15, 2011 – March 31, 2014; and

WHEREAS, this agreement will continue to provide the opportunity for additional marine law enforcement services within estuarine waters of the County during manatee season; and

WHEREAS, approving this contract will authorize the Riviera Beach Police Department to supply officer(s) labor, supervision, equipment included BUT not limited to vessel insurance and necessary supplies to carry out the agreement.

WHEREAS, Palm Beach County will be authorized to reimburse the City of Riviera Beach for law enforcement services at a rate of \$87.50 per hour for on the water enforcement activity.

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 Inter-local Agreement between Palm Beach County and Riviera Beach Police Department.

SECTION 2: The City Council approves the funding for said services through police overtime 001-0822-521-0-1203 with reimbursement 001-00-342290.

RESOLUTION NO. 147-11
PAGE 2

SECTION 3: The interim finance director is authorized to receive reimbursement funds for services rendered for Marine Law Enforcement into account number 001-00-342290.

SECTION 4: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 2nd day of November, 2011.

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RESOLUTION NO. 147-11
PAGE 3

APPROVED:



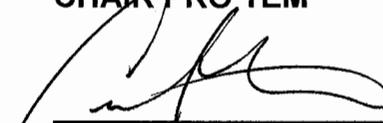
THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

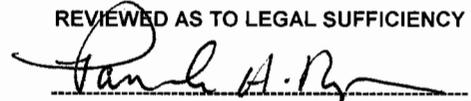

BILLIE E. BROOKS
CHAIR PRO TEM
CEDRICK A. THOMAS
COUNCILPERSON
DAWN S. PARDO
COUNCILPERSON
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

J. DAVIS aye
B. BROOKS aye
C. THOMAS aye
D. PARDO tardy
S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/21/11

RESOLUTION NO. 148-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PURCHASING DEPARTMENT TO PARTICIPATE IN THE PROCUREMENT OF GOODS AND SERVICES THAT HAVE BEEN PUBLICLY SOLICITED BY OTHER GOVERNMENTAL ENTITIES; AUTHORIZING THE USE OF PROPRIETARY SERVICES, SOLE SOURCE PURCHASES, ANNUAL SERVICE, MAINTENANCE AND REPAIR RENEWAL AGREEMENTS ROUTINELY USED IN DAILY DEPARTMENTAL OPERATIONS FOR FISCAL YEARS 2011-2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Purchasing Department currently piggybacks from the Florida Sheriff Association, Southeast Florida Governmental Purchasing Cooperative, State of Florida, US Communities, Palm Beach County, National Joint Powers Alliance, WSCA, Palm Beach County, Dade and Broward School Board and other government entities; and

WHEREAS, these Cooperatives are composed of various government purchasing entities; that have joined together to provide volume discounts and favorable pricing for supplies, services and equipment, to lower the costs of commonly used commodities, as well as, promote purchasing professionalism; and

WHEREAS, piggybacking available contracts from other government entities will create cost savings to the departments within the City and provide efficient procurement of annually budgeted operating supplies and services.

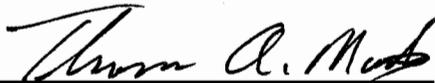
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. Staff is hereby given authorization to purchase goods and services from various piggyback contracts publicly solicited by other government entities, to include sole source, proprietary purchases and maintenance, repair and renewal agreements for the fiscal years of 2011-2015.

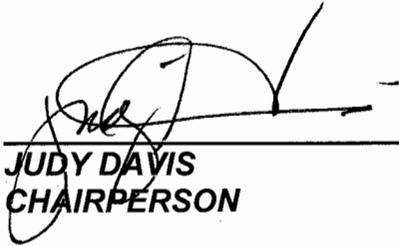
SECTION 2. The Purchasing Department is further authorized to participate in this cost saving program for the purchase of supplies, equipment, and services.

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

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY DAVIS
CHAIRPERSON

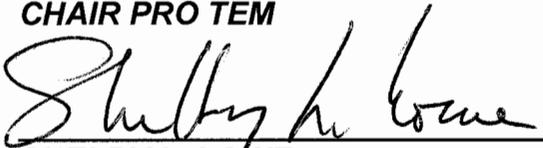
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



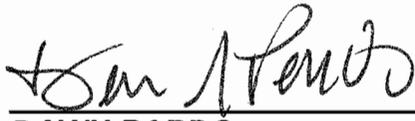
BILLIE E. BROOKS
CHAIR PRO TEM



SHELBY L. LOWE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



DAWN PARDO
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS aye

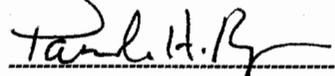
D. PARDO tardy

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

RESOLUTION NO. 149-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF TO NEGOTIATE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH THE NUMBER ONE (1) RANKED FIRM, KESHAVARZ AND ASSOCIATES, INC. OF WEST PALM BEACH, FLORIDA FOR THE DESIGN OF US 1 ALTERNATE BIKE ROUTE IN ACCORDANCE WITH FLORIDA STATE STATUE 287.055 "CONSULTANTS' COMPETITIVE ACT"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), staff solicited Request for Qualifications for Design of US 1 Alternate Bike Route; and

WHEREAS, eleven (11) firms responded to Request for Qualifications No. 309-11, and the selection committee short-listed eight (8) firms to provide oral presentations; and

WHEREAS, Keshavarz and Associates, Inc. of West Palm Beach, Florida was ranked as the number one (1) firm to provide the services identified in the City's Request for Qualifications; and

WHEREAS, the City desires to negotiate a contract with Keshavarz and Associates, Inc. as the top ranked firm for RFQ 309-11; and

WHEREAS, if staff and Keshavarz and Associates, Inc. cannot negotiate an amicable contract, staff will continue to the next highest ranked firm short-listed from RFQ No. 309-11 and continue this process until an agreement is finalized.

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

SECTION 1. That staff is authorized to negotiate a professional engineering service contract with Keshavarz and Associates, Inc. to provide the services identified in the City's Request for Qualifications No. 309-11; and if contract is not reached, staff is authorized to proceed with negotiating with the next ranked firm short-listed by the selection committee.

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

PASSED AND APPROVED this 2nd day of November 2011

APPROVED:

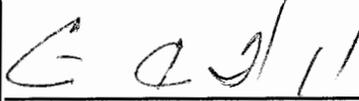


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

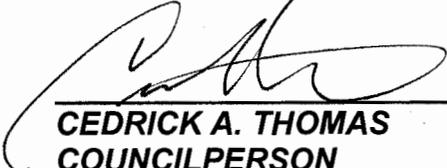
ATTEST:



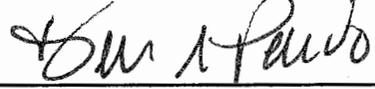
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



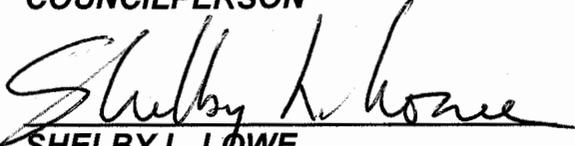
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO tardy

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

RESOLUTION NO. 150-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUPPLEMENTAL AGREEMENT NO.2 TO THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has entered into an agreement with the Florida Department of Transportation for receiving funds to improve State Road A1A between Broadway and the north City limit on Singer Island; and

WHEREAS, Conflicts with existing underground facilities (water and sewer lines) necessitated revisions to the plans and additional construction work;

WHEREAS, The Department of Transportation is granting a time extension in order for the City to complete the State Road A1A project.

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

SECTION 1. The Mayor and City Clerk are authorized to execute Supplemental Agreement No.2 to the Local Agency Program (LAP) Agreement with the Florida Department of Transportation for improving State Road A1A.

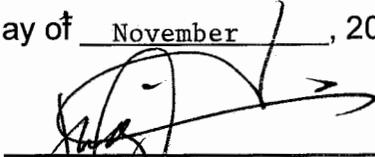
SECTION 2. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2011.

RESOLUTION NO. 150-11
PAGE -2-

PASSED and APPROVED this 2nd day of November, 2011.

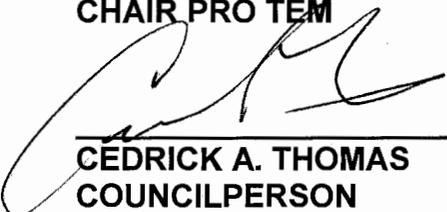

THOMAS A. MASTERS
MAYOR

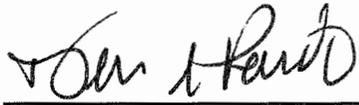

JUDY L. DAVIS
CHAIRPERSON

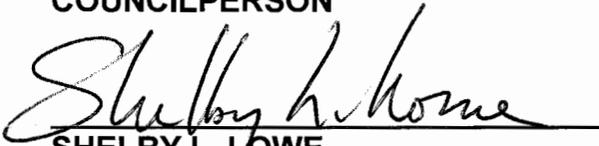
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO tardy

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 151-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM TIAWJANNA SWEETING DAYCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 1668 W 26TH STREET AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, Tiawjanna Sweeting, the applicant, submitted a special exception application for a Large Family Child Care Home on August 9, 2011; and

WHEREAS, the application meets the City's code requirements for granting a special exception; and

WHEREAS, Staff has reviewed the proposed application and recommends approval; and

WHEREAS, the Planning and Zoning Board met October 13, 2011 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

WHEREAS, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

SECTION 1. The special exception application for the Large Family Child Care Home located at 1668 W 26th Street is approved.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

RESOLUTION NO. 151-11
PAGE 2

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

PASSED and APPROVED this 2nd day of November, 2011.

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APPROVED:

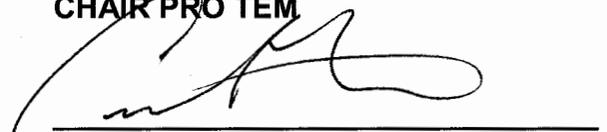

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

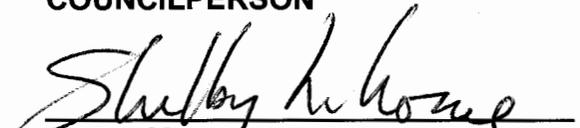
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

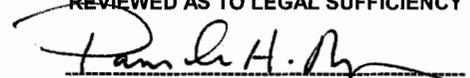
B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

RESOLUTION NO. 152-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE AGREEMENT COMMENCING OCTOBER 1, 2011 TO SEPTEMBER 30, 2012 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISOR ASSOCIATION (PMSA) REPRESENTING THE SUPERVISORY EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Professional Managers and Supervisors Association (PMSA) organization representing the supervisory employees of the City of Riviera Beach; and

WHEREAS, by way of this resolution, the City Manager and City Clerk are authorized to sign the agreement; and

WHEREAS, both parties have agreed through union negotiations to make changes to various articles in the bargaining agreement; and

WHEREAS, the language in the attached articles are deleted by strikethrough and the newly proposed language underscored; and

WHEREAS, all of the other contract articles will remain the same; and

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

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA), that represents the supervisory employees of the City.

RESOLUTION NO. 152-11
PAGE 2

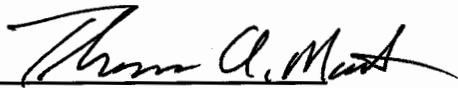
SECTION 2. That this Resolution shall take effect retroactive to October 1, 2011 upon its passage and approval by City Council.

PASSED AND APPROVED this 2nd day of November, 2011.

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RESOLUTION NO. 152-11
PAGE 3

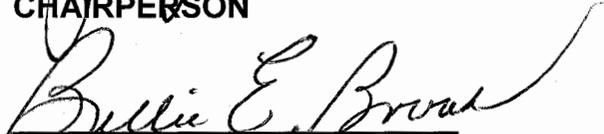
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


DAWN S. PARDO
COUNCILPERSON

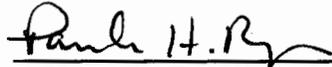

CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

Motioned by: _____

Seconded by: _____

J. DAVIS aye
B. BROOKS aye
D. PARDO aye
C. THOMAS aye
S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE 10/25/11

ADDENDUM TO AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND PROFESSIONAL MANAGERS

AND

SUPERVISORS ASSOCIATION

OCTOBER 1, 2011 – SEPTEMBER 30, 2012

FOR CONTRACT YEAR 2009-2012

ARTICLE 20: ATTENDANCE (continued)

Section 3: Overtime Payment

- A. All non-exempt employees shall be paid 1 ½ times the regular hourly rate of pay for all authorized hours worked in excess of 40 hours in a work week. Sick leave, funeral leave, jury duty, annual military leave, or other absences from duty on active pay status shall not be considered as “time worked” for purposes of overtime computation.
- B. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 ½) times if over 40 hours a week.
- C. A non-exempt employee required by the Department Director to be on “standby” shall be compensated at the rate of \$22 per 18 hours, Sunday through Saturday, including holidays. If an employee fails to respond within 30 minutes to a standby call, the employee shall forfeit the \$22 of stand pay.
- D. Exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable; however, the exempt employee is expected to work 37.5 hours per week.
- E. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third

ARTICLE 21: HOLIDAY

Section 1:

All bargaining unit employees shall receive the following paid holidays:

New Year's Day – January 1st
Dr. Martin Luther Kings Jr's day
Washington's Birthday
Good Friday
Memorial Day
Independence Day – July 4th
Labor Day – 1st Monday in September
Veteran's Day
Thanksgiving Day – 4th Thursday in November
Friday following Thanksgiving Day
Christmas Day – December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

Section 2: Employees covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave the previous six (6) months, in which case the employee will lose a holiday for each discipline write-up for abuse of sick leave.

Section 3: Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

ARTICLE 24: BENEFITS

Section 1: a. The City agrees to provide the same health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than \$25 per pay period. The City shall provide dental insurance at no cost to the employee. Employees have the option to purchase dependent health and dental insurance at the employee's expense.

The City will provide the Union the new Health Care Plan prior to or at the time of the Union's Ratification Vote.

b. The City and Association hereby agree that non-exempt employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Exempt employees will be provided term life insurance coverage in the amount equal to \$100,000. Employees will also have the option to purchase at their expense as amount equal to the amount purchased by the City.

Section 2: The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 3: On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness if the medical provider recommends absence. Therefore, if the employee remains absent, then 66 2/3% of the employee's salary will be paid by the insurance carrier. Employee may use sick/vacation to receive full compensation.

ARTICLE 27: WAGES (continued)

Section 5:

For the fiscal year of 2011/2012, the City shall grant longevity increase to the bargaining unit employees. Conditioned upon an employee's completion of the required years of continuous service, as follows:

Years of Continuous Service	
After completing four years -----	2%
After completing eight years -----	4%
After completing twelve years -----	6%
After completing sixteen years -----	8%
After completing twenty years -----	10%
After completing twenty-four years -----	12%

Employees hired after April 1, 2012 shall receive longevity benefits as described below in a lump sum bonus based on the employee's hire date:

5 years	\$250
10 years	\$500
15 years	\$750
20 years	\$1,000
25 years	\$1,750

Section 6:

Any pay increases after the initial contract year, are subject to the parties agreeing to same and if no agreement is reached, the employee's salary will remain frozen until a re-opener agreement is reached.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 24th day of October, 2011.

FOR THE CITY OF RIVIERA BEACH:

BY: *Ruth C. Jones*
RUTH C. JONES, CITY MANAGER

FOR PROFESSIONAL MANAGER AND SUPERVISORS ASSOCIATION:

BY: *Jack Seddon*
JACK SEDDON, CHIEF NEGOTIATOR

BY: *Brenda Nedzweckas*
BRENDA NEDZWECKAS, VP PMSA

UNION REPRESENTATIVE

BY: *Jodie Blue*
WITNESS

ATTEST:

BY: *C. E. Ward 11/2/11*
CARRIE E. WARD, MMC CITY CLERK

BY: *Jack McLean*
JACK McLEAN, CITY'S LABOR ATTORNEY

BY: *Doretha Perry*
DORETHA PERRY, WITNESS

RECEIVED

NOV 02 2011

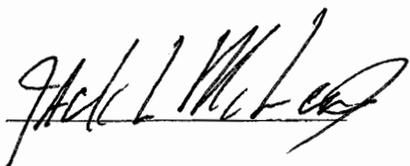
OFFICE OF THE CITY CLERK

Memorandum of Clarification

We, the undersigned, agree that the intent of Article 27, Section 5 in bargaining agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association is that an employee will receive a one-time lump sum payment upon completion of the number of years specified in the Section 5, of Article 27.

FOR THE CITY OF RIVIERA BEACH

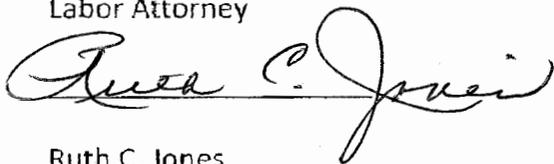
FOR PROFESSIONAL
MANAGERS AND
ASSOCIATION



Jack McLean
Labor Attorney



Jack Seddon
Chief Negotiation



Ruth C. Jones
City Manager



Brenda Nedzweckas
Vice President PMSA



RESOLUTION NO. 153-11

*Full
payment
for*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SETTLEMENT OF CODE ENFORCEMENT, LOT CLEARING, AND WATER AND SEWER LIENS ON PROPERTY LOCATED AT 3501 BROADWAY, FOR \$120,876.57 AS COMPLETE SETTLEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND J & B MOTEL CORPORATION; AUTHORIZING THE CITY CLERK TO ISSUE RELEASES OF LIENS FOR SAID PROPERTY AFTER CERTAIN CONDITIONS HAVE BEEN MET; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DEPOSIT PAYMENT INTO ACCOUNT NUMBERS 001-00-354104, 411-00-343311, & 411-00-343511; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2003, the City commenced code enforcement proceedings against property located at 3501 Broadway (commonly known as J&B Motel or Schooner's Inn) (the "Property"), and the City obtained an order from its special magistrate which imposed fines and liens against the Property; and

WHEREAS, the property also had unpaid water and sewer charges which have accrued to \$120,138.57 which constitute a lien against the Property; and

WHEREAS, there also presently exists a \$738.00 lot clearing lien on the Property; and

WHEREAS, on July 20, 2005, the City Council authorized the City to foreclose the code enforcement lien on the Property; however, the City could not do so because the Property was embroiled in other litigation; and

WHEREAS, while the Property was involved in other litigation, City staff and officials engaged in numerous conversations and draft agreements with the Property owner in an attempt to settle the City's liens and bring the Property into compliance; and

WHEREAS, in 2010, the litigation involving the Property ended and the Property owner approached City staff about a potential settlement in order to redevelop the property; and

WHEREAS, the settlement agreement, which provides for demolition of all structures, installation of ground cover, and a \$120,876.57 payment to the City, is a result of the negotiations; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of lien; and

RESOLUTION NO.: 153-11

PAGE -2-

WHEREAS, the City Council finds it in the best interest of the City to release the liens on the Property.

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 settlement of full payment for code enforcement, lot clearing, and water and sewer liens for property located at 3501 Broadway, in Riviera Beach for \$120,876.57 as complete settlement.

SECTION 2. The Mayor and City Clerk, on behalf of the City, are authorized to execute the Settlement Agreement and Incorporated Mutual Release, attached hereto.

SECTION 3. The City Clerk is authorized to execute appropriate releases of liens after the Property owner satisfies certain conditions as outlined in the Settlement Agreement.

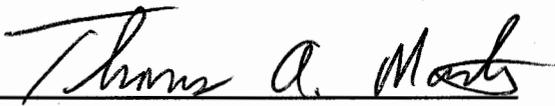
SECTION 4. The Interim Finance Director is authorized to deposit payment into the following accounts for Code Enforcement Revenue Account #001-00-354104, Water & Sewer Revenue Account #411-00-343311 and #411-00-343511.

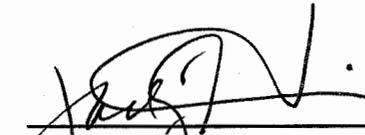
SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 2nd day of November, 2011.

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APPROVED:


THOMAS A. MASTERS
MAYOR

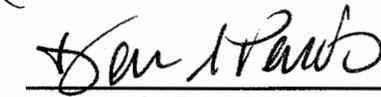

JUDY L. DAVIS
CHAIRPERSON

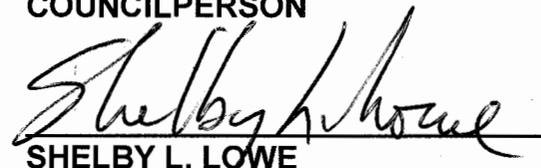
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: B. Brooks

D. DAVIS aye

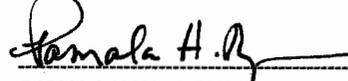
B. BROOKS aye

C. THOMAS nay

D. PARDO nay

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

**SETTLEMENT AGREEMENT AND INCORPORATED
MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT (hereinafter "Settlement Agreement") is made this 2 day of November, 2011, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation operating and existing under the laws of the State of Florida (hereinafter "City"), and **J & B MOTEL CORP.**, a Florida corporation, the owner of the property described herein (hereinafter "J & B").

This Settlement Agreement serves to resolve the existing code enforcement, water & sewer and lot-clearing liens recorded against J & B's property located at 3501 Broadway, Riviera Beach, Florida (a/k/a: Schooner's Inn; PCN: 56-43-42-28-00-001-0160) (hereinafter "Property") and pending code violations (if any) and incorporates a mutual release of all claims or causes of action arising from or related to the liens.

WHEREAS, in 2003, the City commenced code enforcement proceedings against the Property for numerous code violations and obtained an order from its code enforcement special magistrate imposing a fine and claim of lien against the Property; and,

WHEREAS, the Property has not been brought into compliance with the Special Magistrate's order and continues to accrue fines with \$5,119,500 as the total code enforcement lien now due; and,

WHEREAS, the Property has also accrued and continues to accrue unpaid water and sewer charges, which charges have now accrued to \$120,138.57 and constitute a lien against the Property (hereafter "water and sewer lien"); and,

WHEREAS, the City has also expended funds to clear the Property of debris and rubbish and has incurred \$738.00 in lot-clearing costs which are now recorded against the Property as a lien (hereafter "lot clearing lien"); and,

WHEREAS, on July 20, 2005, the City Council authorized the City to foreclosure on the aforementioned code enforcement lien; and,

WHEREAS, the City's foreclosure was not filed because the Property became embroiled in other litigation; and,

WHEREAS, in 2010, the other litigation involving the Property ended; and,

WHEREAS, J & B has approached the City about resolving the code enforcement, water & sewer and lot-clearing liens so that the Property may be redeveloped; and,

WHEREAS, the City has determined that resolution of the aforementioned liens in order to have the Property redeveloped 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 hereby acknowledged by each party, the City and J & B agree as follows:

1. The foregoing recitals are hereby 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 for the City of Riviera Beach.

3. 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 J & B and subsequent purchasers, successors in interest or assigns of J& B regarding the status of the City's liens on the Property and for all other purposes.

4. Within sixty (60) days of the City Council's approval of this Settlement Agreement, J & B shall, through a licensed demolition contractor, make application to the City for a permit for the demolition of all structures on the Property including a permit for fumigation of all structures prior to demolition and for the removal of the pool. J & B shall, through its licensed demolition contractor, take all action necessary to insure that the demolition permit and any associated permits are promptly issued including providing all reports and assessments necessary for the permits to be issued including, but not limited to, a report on the removal of any and all asbestos.

5. Within twenty (20) days of obtaining the permits necessary to fumigate and to demolish, J & B, shall commence the fumigation of all structures on the Property. Within ten (10) days after the fumigation of all structures is completed, J & B through its licensed demolition contractor shall commence the demolition of all structures on the Property including the removal of the pool. The demolition shall also include the removal of all trash, debris, concrete, asphalt, asbestos, all expired landscaping and vegetation and any other items, equipment or rubbish so that the Property becomes a vacant lot. J & B 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 Property. However, invasive or exotic trees as identified in the City's Code of Ordinances shall be removed. The fence at the rear of the Property shall not be demolished or removed and shall be repaired and maintained by J & B. The demolition shall be completed within sixty (60) days of commencement. The parties estimate that the demolition will cost at least \$82,000 which may not include the cost of any asbestos survey and removal; Freon removal; tank removal; grease trap removal; capping utilities; or other work or services necessary to completely and properly demolish all structures and remove all related items, equipment, expired landscaping/vegetation, exotic or invasive trees and rubbish from the Property. However, regardless of the actual or final cost of demolition, J & B agrees to pay for all costs of demolition and clearing of the Property which is part of the parties' specific consideration for this Settlement Agreement in order to render the Property a vacant lot.

6. Upon completion of demolition and within thirty (30) days thereafter, J & B shall maintain the vacant lot and rear fence in accordance with the City's Code of Ordinances and

maintain the Property free and clear of all litter, debris and rubbish. Also within thirty (30) days after completion of demolition, J & B shall install and maintain ground cover where it does not exist after demolition to prevent sand, dirt and dust from being blown around and/or off the Property. If J & B installs other landscaping beyond ground cover at the Property, such installed landscaping shall be maintained in a good healthy condition consistent with the City's Code of Ordinances. J & B shall be responsible for mowing, weeding and/or maintaining the ground cover at the Property and removing any other vegetation and/or weeds which grow at the Property at least once per month including also the trimming of trees and removal of any litter, debris or rubbish.

7. Upon the completion of demolition at the Property and installation of ground cover at the Property as required herein, the City shall execute and provide to J & B a full release of all code enforcement liens (including any existing code violations) existing against the Property as of the date this Settlement Agreement is approved by the City Council. Upon the completion of the demolition at the Property and installation of ground cover at the Property as required herein, the City shall also execute and provide to J & B a conditional release of the water and sewer lien and lot clearing lien. The conditional release of the water and sewer lien and lot clearing lien shall be recorded in the Official Records for Palm Beach County and shall state the following terms and conditions:

- A. J & B agrees to pay the City within one (1) year from the date the Settlement Agreement is approved by the City Council \$120,876.57 (One Hundred Twenty Thousand Eight Hundred Seventy-Six Dollars and Fifty-Seven/100) which is the amount currently owed to the City from J & B for the water and sewer lien and lot clearing lien on the Property.
- B. If J & B pays the City \$120,876.57 within one (1) year from the date the Settlement Agreement is approved by the City Council, the City will execute a full release of lien for the water and sewer lien and lot clearing lien on the Property.
- C. If J & B fails to make the payment of \$120,876.57 to the City within one (1) year from the date the Settlement Agreement is approved by the City Council, the water and sewer lien and lot clearing lien will be reinstated in full and considered recorded for all purposes as of the date the Settlement Agreement was recorded (hereafter "Reinstated Liens"). The Reinstated Liens shall be considered municipal liens for all purposes and shall be superior to and prior to all other liens on the Property for all purposes except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Any and all liens (except the lien of state, county and municipal taxes) recorded in the Official Records in Palm Beach County, including, but not limited to, mortgages, against the Property after the date the Settlement Agreement was approved shall be completely and unconditionally subordinate to and inferior to the Reinstated Liens for all purposes. The Reinstated Liens shall be limited to an amount of \$120,876.57 which the parties agreed was the amount of said liens when the City Council approved the Settlement Agreement; plus interest as set by law.
- D. J & B understands and agrees further that payment of the City's water and sewer lien and lot clearing lien are conditions precedent to the City issuing a certificate of occupancy for the Property.

8. The City shall be responsible for recording this Agreement and J & B shall be responsible for recording all releases of liens in the public records in and for Palm Beach County.

9. J & B understands and agrees that after the demolition and installation of the ground cover as required herein, if the Property is not maintained consistent with this Settlement Agreement and with the requirements of the City's Code of Ordinances (as amended from time to time), the Property may be subject to new code enforcement proceedings for any and all violations that arise after the date of demolition.

10. The City agrees to suspend the assessment of any and all water and sewer charges against the Property from the date the City Council approves this Settlement Agreement through the timeframes set forth in paragraphs 4 and 5 above for obtaining a demolition permit and for demolishing the Property. If the demolition permit is obtained and the Property is demolished in accordance with paragraphs 4 and 5 above, no further water and sewer charges will be assessed against the Property until redevelopment of the Property commences and such charges begin accruing anew as mandated by the City's code. If J & B fails to comply with the timeframes set forth in paragraphs 4 and/or 5 and/or fails to completely demolish the Property in accordance paragraph 5, the City's suspension of the assessment of any and all water and sewer charges will be terminated and rendered null and void and the Property will be assessed anew for all water and sewer charges which accrued subsequent to the date the City Council approved this Settlement Agreement in accordance with the City's code.

11. The parties hereby mutually agree to release, acquit, satisfy and forever discharge each other from all manner of action and actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which each party ever had, now has, or which any successor, executor, representative or assign of each party, hereafter can, shall or may have, allegedly arising from or related to the above described liens. This release specifically covers any and all claims for foreclosure, for equitable relief and claims for damages allegedly arising from or related to the liens. Notwithstanding the foregoing, if J & B fails to pay \$\$120,876.57 to the City for the water and sewer lien and lot clearing lien as specified in paragraph 7 above, the City shall be entitled to any and all remedies to collect the Reinstated Liens, including, but not limited to, a breach of contract action and/or a foreclosure action against the Property. In the event the City pursues the collection of the Reinstated Liens, J & B 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 collection (whether at trial or appellate level). Further, J & B agrees to waive any and all rights it may have to contest or challenge the \$120,876.57 as the amount owed for the Reinstated Liens as such amount has been expressly agreed to by the parties as part of the consideration for this Settlement Agreement.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

(THE REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS)

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 and incorporated Mutual Release on the date first written above.

J & B Motel Corp.

Joseph Sorota
Joseph Sorota, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 14 day of Oct. 2011, by Joseph Sorota, who is personally known or has produced identification (type of identification) produced

[Signature]
NOTARY PUBLIC

CITY OF RIVIERA BEACH:

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR



ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: C. E. Ward
CARRIE E. WARD, MMC,
CITY CLERK

BY: Pamela H. Ryan
PAMALA H. RYAN,
CITY ATTORNEY

RESOLUTION NO. 154-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE AMENDMENT TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments 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 develop of local communities; and

WHEREAS, The Florida Department of Law Enforcement has established the Edward Byrne Memorial Justice Grant (JAG) Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$116,500 for a period of twelve months; and

WHEREAS, the grant is used to pay for the Civil Drug Court Case manager, Drug Counselor and treatment providers, and the parties have entered into an agreement to formalize their relationship with respect to this grant and services provided; and

WHEREAS, The Florida Department of Law Enforcement has agreed to extend the grant from September 30, 2011 until December 31, 2011.

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 term of the grant is amended and shall continue until December 31, 2011.

SECTION 2: That the Interim Finance Director is authorized to continued said budget as follows:

REVENUE

148-00-334694	Civil Drug Court-JAG	\$116,500
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EXPENDITURE

148-1618-569-2-1201	Salaries	\$31,470
148-1618-569-2-1401	Fica Taxes	\$ 2,407
148-1618-569-2-1403	Health Insurance	\$ 8,750
148-1618-569-2-1404	Life Insurance	\$ 156
148-1618-569-2-3101	Contract Services	\$57,437
148-1618-569-2-4001	Travel	\$ 5,800
148-1618-569-2-4101	Communication telephone	\$ 780
148-1618-569-2-4201	Postage	\$ 1,300
148-1618-569-2-4604	Repair & Maint	\$ 1,500
148-1618-569-2-4701	Printing & Binding	\$ 1,500
148-1618-569-2-5201	Oper. Supplies	\$ 5,400

TOTAL \$116,500

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

PASSED AND APPROVED NOVEMBER 16, 2011

APPROVED:

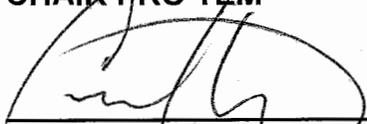

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

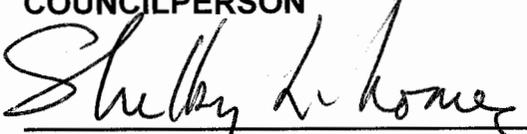
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

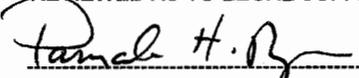
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

RESOLUTION NO. 155-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TRANSFER OF \$29,173 FROM GENERAL FUND CONTINGENCY FOR FY2009 AND FY2010 EXPENDITURES; AND APPROVING THE PAYMENTS OF \$29,173 AND \$14,587 TO BANK ATLANTIC FROM ACCOUNT NUMBER 001-0822-521-0-4402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Police Department currently leases bays 8 & 9 at 835 13th Court, Riviera Beach, Florida, to store seized vehicles and large property related to criminal investigations; and

WHEREAS, the annual cost of the lease with Bank Atlantic is \$14,587

WHEREAS, the lease renewal is budgeted annually in the Police Departments general fund budget.

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

SECTION 1: The Interim Finance Director is authorized to transfer \$29,173 from General Fund Contingency for FY2009 and FY2010 expenditures.

SECTION 2: The Interim Finance Director is authorized to make payments from the Police Department Rent & Lease Building Account Number 001-0822-521-0-4402 in the amount of \$29,173 and 14,587, to Bank Atlantic for the following invoices:

<u>Fiscal Year</u>	<u>Amount</u>	<u>Account Number</u>
FY2009 & FY2010	\$29,173	001-0822-521-0-4402
FY2011	\$14,587	001-0822-521-0-4402

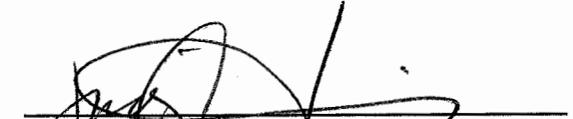
SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED and **APPROVED** this 16TH day of NOVEMBER, 2011.

RESOLUTION NO. 155-11
PAGE 2

APPROVED:

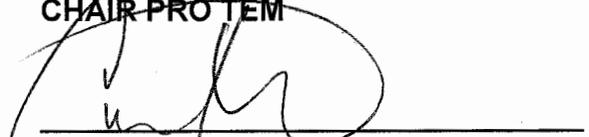

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

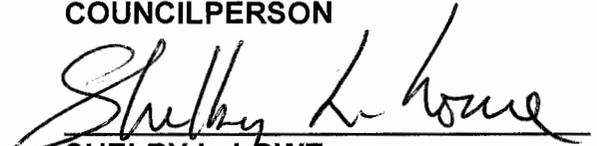
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

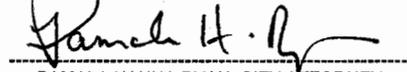

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

J. DAVIS AYE
B. BROOKS AYE
C. THOMAS AYE
D. PARDO AYE
S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/11

RESOLUTION NO. 156-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECLASSIFYING THE CLASSIFIED POSITION OF OCCUPATIONAL LICENSE SPECIALIST TO THE CLASSIFIED POSITION OF BUSINESS TAX RECEIPT SPECIALIST UNDER THE GENERAL EMPLOYEES SALARY SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Occupational License Specialist is not so widely used in today's work place; and

WHEREAS, currently, the Occupational License Specialist's responsibility is to collect business taxes from various local businesses; and

WHEREAS, the classified position of "Business Tax Receipt Specialist" is recommended as the title to replace the position of Occupational License Specialist; and

WHEREAS, the position of Business Tax Receipt Specialist shall be added to the Job Classification List under the General Employees salary schedule.

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

SECTION 1. That the below position be reclassified on the Job Classification List in the following manner.

FROM

<u>SALARY SCHEDULE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY RANGE</u>
General Employees	Occupational License Specialist	8	\$30,703 - \$47,590

TO

<u>SALARY SCHEDULE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY RANGE</u>
General Employees	Business Tax Receipt Specialist	8	\$30,703 - \$47,590

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

RESOLUTION NO. 156-11

PAGE 3

APPROVED:


THOMAS A. MASTERS
MAYOR

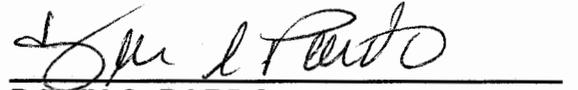

JUDY L. DAVIS
CHAIRPERSON

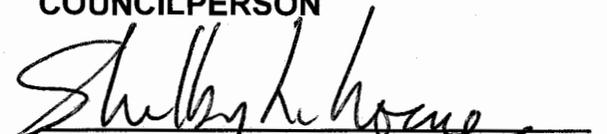
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

B. BROOKS AYE

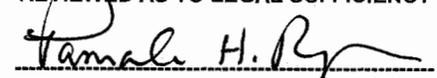
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/11

RESOLUTION NO. 157-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REVISING THE COMMUNITY BENEFITS POLICY FOR THE EXPENDITURE OF FUNDS DONATED BY WASTE MANAGEMENT INC. OF FLORIDA; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DEPOSIT AND APPROPRIATE FUNDS CONTRIBUTED BY WASTE MANAGEMENT INTO THE DONATIONS FUND ACCOUNT #130-00-366945; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into a Solid Waste and Recycling Collection Franchise Agreement ("Franchise Agreement") with Waste Management Inc. of Florida ("Waste Management") on February 2, 2011, for a five year term; and

WHEREAS, the Agreement provides, in section 23.3, that Waste Management will contribute \$90,000 per year to the City for public purpose community benefits; and

WHEREAS, the City Council adopted resolution number 63-11 on May 11, 2011, which set out the Policy for Community Benefits; and

WHEREAS, on October 7, 2011, the Palm Beach County Commission on Ethics, at the request of the Mayor, rendered an opinion on the Policy which necessitates a change to the Policy and the Agreement; and

WHEREAS, the City Council amended the Franchise Agreement with Waste Management so that it is not inconsistent with the opinion and now desires to amend the Policy so that it is not inconsistent with the Commission's opinion; and

WHEREAS, the new Policy sets out the parameters for the expenditure of funds donated by Waste Management.

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 revises the Community Benefits Policy for the expenditure of funds donated by Waste Management and adopts the following Policy.

- I. **Donation Amount and Timing.** Waste Management shall contribute a total of \$90,000 per year to the City for use by elected officials for public purposes as defined herein. The \$90,000 amount shall be donated as follows: \$45,000 sent to the City on October 1st and April 1st of every year until the expiration of the Franchise Agreement. Unless there are

extenuating circumstances, to be determined by City Council, the funds should be used in the six month cycle in which they are received.

- II. **Public Purposes.** Each elected official shall be entitled to designate up to \$15,000 per year (\$7,500 on October 1st and \$7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizational events or programs, and City functions or projects (which may include contributions to the City's Scholarship Fund or the City's Housing Trust Fund). The final determination of a public purpose is one that the majority of the City Council must make at a City Council meeting. After approval, the Finance Department may make payment to the appropriate organization. The City will send a letter to the organization acknowledging Waste Management as the donor of the funds.

- III. **Ineligible Uses.** Ineligible uses of the funds include the purchase of tables at events, contributions to campaigns, payment for salaries or for operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by the City's Code, the Countywide Code of Ethics or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

- IV. **Procedure for Requesting and Releasing Funds.** On October 1st and April 1st of every year, Waste Management will submit a \$45,000 check to the City of Riviera Beach as contemplated by the Franchise Agreement. A Request for Donation form shall be filled out by the requesting entity and presented to the elected official from whom assistance is being requested. Each elected official is entitled to designate up to \$7,500 of the \$45,000 amount. If the request is approved by the elected official, the elected official must place the request on a City Council agenda for consideration. If approved by the City Council, the Finance Department will process the request and the City will send a letter to the entity/agency/organization acknowledging Waste Management as the donor of the funds.

SECTION 2. That the Interim Finance Director is authorized to deposit and appropriate funds contributed by Waste Management into the Donations Fund Account #130-00-366945.

SECTION 3. This resolution shall take effect immediately upon its passage and approval by City Council.

PASSED AND APPROVED this 16th day of November, 2011.

APPROVED:

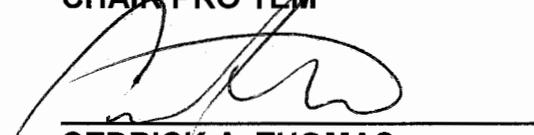

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

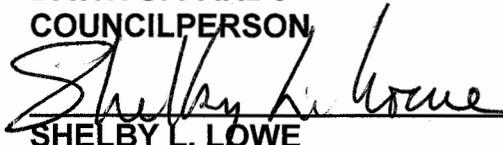
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: C. Thomas

J. DAVIS aye

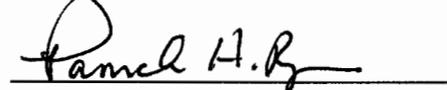
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 11/10/11

RESOLUTION NO. 158-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REVISION TO THE COMMUNITY BENEFITS SECTION 23.3 OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Waste Management are parties to that certain Solid Waste and Recycling Collection Franchise Agreement entered into on February 2, 2011; and

WHEREAS, the Franchise Agreement provides in section 23.3 that Waste Management will contribute \$90,000 per year to the City for community benefits; and

WHEREAS, the City Council adopted resolution number 63-11 on May 11, 2011, which set out the Policy for Community Benefits which was consistent with the Agreement; and

WHEREAS, on October 7, 2011, the Palm Beach County Commission on Ethics, at the request of the Mayor, rendered an opinion on the Policy which necessitates a change to the Policy and the Agreement; and

WHEREAS, Waste Management and the City have agreed to amend the Franchise Agreement so that it is not inconsistent with the Commission's Opinion.

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

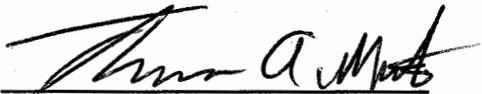
SECTION 1. That the City Council approves the revision to section 23.3 of the Franchise Agreement with Waste Management as set out in the First Amendment.

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

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

PASSED AND APPROVED this 16th day of November, 2011.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



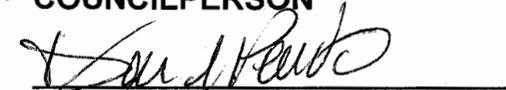
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: C. Thomas

J. DAVIS aye

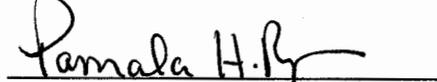
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 11/10/11

**FIRST AMENDMENT TO THE SOLID WASTE
AND RECYCLING COLLECTION FRANCHISE AGREEMENT**

This First Amendment to the Solid Waste and Recycling Collection Franchise Agreement is made this 16 day of November 2011, by and between the City of Riviera Beach, Florida ("City") and Waste Management Inc. of Florida ("Contractor").

WHEREAS, the City and Contractor are parties to that certain Solid Waste and Recycling Collection Franchise Agreement (the "Agreement") entered into on February 2, 2011; and

WHEREAS, the Agreement provides, in section 23.3, that Waste Management will contribute \$90,000 per year to the City for community benefits; and

WHEREAS, the City Council adopted resolution number 63-11 on May 11, 2011, which set out the Policy for Community Benefits which was consistent with the Agreement; and

WHEREAS, the Palm Beach County Commission on Ethics, at the request of the Mayor, rendered an opinion on October 7, 2011, on the Policy which necessitates a change to the Policy and therefore to the Agreement; and

WHEREAS, Waste Management and the City Council hereby amend the Agreement as follows.

NOW, THEREFORE, upon material consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Community Benefits Section of the Agreement as follows.

Section 1. That Section 23.3 of the Agreement is amended as set out below:

23.0. FRANCHISE FEE, ADMINISTRATIVE FEE AND COMMUNITY BENEFITS

* * *

FROM:

23.3 As a community benefit to the City, Contractor agrees to contribute the sum of \$90,000 to the City per year for use by elected officials for public purposes. The City Council shall determine by resolution what types of community services will qualify for the program. Forty-five thousand dollars (\$45,000) will be made available for use on October 1st and April 1st of every year until expiration of this Agreement and any renewals. Payment will be made by the Contractor, on behalf of the City, directly to the entity designated by the City Council. On an annual basis, Contractor will provide a written report and an oral presentation to the City Council of all community benefits and any additional monetary and in-kind services, made by Contractor.

TO:

23.3 As a community benefit to the City, Contractor agrees to contribute the sum of \$90,000 to the City per year for use by elected officials for public purposes. The City Council shall create a Community Benefits Policy for the expenditure of funds donated by Contractor. Forty-five thousand dollars (\$45,000) will be made available for use on October 1st and April 1st of every year until the expiration of this Agreement and any renewals. Payment will be made by the Contractor, directly to the City, and the expenditure of funds for public purposes will be made only after approval of the City Council. After approval, the City's Finance Department will make payment to the appropriate organization, and the City will send a letter to the organization acknowledging Contractor as the donor of the funds. The City agrees to consult with Contractor whenever it develops or amends its Community Benefits Policy. The City hereby acknowledges that any amendment to the Policy will not conflict with the terms of this Agreement.

Section 2. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Solid Waste and Recycling Collection Franchise Agreement on the day and date first above written.

CITY OF RIVIERA BEACH, FLORIDA

By: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

WASTE MANAGEMENT INC. OF
FLORIDA

By: Timothy B. Hawkins
TIMOTHY B. HAWKINS
VICE PRESIDENT

Attest:

By: Carrie E. Ward
CARRIE E. WARD, MMC
CITY CLERK

Approved as to form and legal sufficiency

By: Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY